

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

**BETWEEN:**

**ROYAL BANK OF CANADA**

Applicant

- and -

**NATIONAL RECYCLING INC., SCRAPORT INC. and 2139483 ALBERTA LTD.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION  
243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,  
AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,  
R.S.O. 1990, c. C.43, AS AMENDED**

**APPLICATION RECORD  
(Returnable July 12, 2019)**

**BORDEN LADNER GERVAIS LLP**

Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON M5H 4E3  
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Lawyers for the Applicant

# Index



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**I N D E X**

**TAB   DOCUMENT**

- 1   Notice of Application, returnable July 12, 2019
- 2   Affidavit of Robert Fick, sworn July 8, 2019

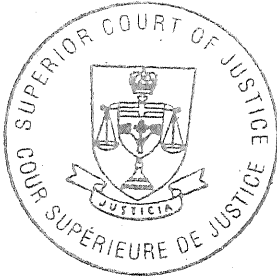
**Exhibits**

- A   Exhibit "A":   Ontario Corporation Profile Report for National Recycling dated June 20, 2019
- B   Exhibit "B":   Alberta Corporation Search for National Recycling dated June 21, 2019
- C   Exhibit "C":   Alberta Corporation Search for Scraport dated June 21, 2019
- D   Exhibit "D":   Alberta Corporation Search for 2139483 dated June 21, 2019
- E   Exhibit "E":   National Recycling Loan Agreement dated September 11, 2018
- F   Exhibit "F":   Scraport Loan Agreement dated September 11, 2018
- G   Exhibit "G":   NRI GSA dated September 14, 2018
- H   Exhibit "H":   Scraport GSA dated September 14, 2018
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K	Exhibit "K" : 2139483 GSA dated September 14, 2018
L	Exhibit "L" : NRI Scraport Guarantee dated September 21, 2018
M	Exhibit "M" : Scraport NRI Guarantee dated September 25, 2018
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O	Exhibit "O" : Guarantee and Postponement of Claim from Irfan Rahman dated September 14, 2018 (Scraport)
P	Exhibit "P" : Guarantee and Postponement of Claim from Faiz Rahman dated September 14, 2018 (National Recycling)
Q	Exhibit "Q" : Guarantee and Postponement of Claim from Faiz Rahman dated September 14, 2018 (Scraport)
R	Exhibit "R" : SHiFT Originating Application filed with the Court on June 10, 2019
S	Exhibit "S" : SHiFT Dunn Affidavit sworn on June 9, 2019
T	Exhibit "T" : SHiFT Kelcher Affidavit sworn on June 9, 2019
U	Exhibit "U" : Attachment Order granted on June 10, 2019 by the Honourable Mr. Justice J. T. McCarthy
V	Exhibit "V" : Attachment Order granted on June 13, 2019 by the Honourable Madam Justice G. Marriott
W	Exhibit "W" : Copy of the email and letter from Mr. Adair to Roger Jaipargas dated July 5, 2019
X	Exhibit "X" : Copy of the demand letter and the NITES issued to National Recycling dated June 25, 2019
Y	Exhibit "Y" : Copy of the demand letter and the NITES issued to Scraport dated June 25, 2019
Z	Exhibit "Z" : Copy of the demand letter and the NITES issued to 2139483 dated June 25, 2019
AA	Exhibit "AA" : Copy of the demand letter and the NITES issued to Irfan Rahman dated June 25, 2019
BB	Exhibit "BB" : Copy of the demand letter and the NITES issued to Faiz Rahman dated June 25, 2019
CC	Exhibit "CC" : Copy of Ontario and Alberta PPSA searches with a file currency of June 19, 2019
DD	Exhibit "DD" : Consent of Deloitte to act as Receiver dated July 8, 2019
3	Draft Order
4	Blackline of Draft Order to model Receivership Order

# Tab 1



CV-19-00 623276-COCL  
Court File No.:

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

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**NOTICE OF APPLICATION  
(Returnable July 12, 2019)**

**TO THE RESPONDENTS**

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

**THIS APPLICATION** will come on for a hearing before a Judge presiding over the Commercial List on Friday, July 12, 2019 at 10:00 a.m. or so soon thereafter 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 not later than two (2) 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 July 8, 2019

Issued by



Local Registrar

Alexandra Medeiros Cardoso

Registrar, Superior Court of Justice

**Address of court office:**

330 University Avenue

7<sup>th</sup> Floor

Toronto, ON M5G 1R7

**TO: ATTACHED SERVICE LIST**

## Service List

<b>TO:</b>	<p><b>BORDEN LADNER GERVAIS LLP</b> Bay Adelaide Centre, East Tower 22 Adelaide Street West Toronto, ON M5H 4E3 Tel: (416) 367-6000 Fax: (416) 367-6749</p> <p><b>Roger Jaipargas</b> Tel: (416) 367-6266 <a href="mailto:rjaipargas@blg.com">rjaipargas@blg.com</a></p> <p><b>Chris Savo</b> Tel : (416) 367-6806 <a href="mailto:csavo@blg.com">csavo@blg.com</a></p> <p><b>Lawyers for Royal Bank of Canada</b></p>
<b>AND TO:</b>	<p><b>DENTONS CANADA LLP</b> Toronto Dominion Centre 77 King Street West   Suite 400 Toronto, ON M5K 0A1</p> <p><b>Robert J. Kennedy</b> Tel: (416) 367-6756 <a href="mailto:robert.kennedy@dentons.com">robert.kennedy@dentons.com</a></p> <p><b>Lawyers for Deloitte Restructuring Inc., Proposed Receiver</b></p>
<b>AND TO:</b>	<p><b>DELOITTE RESTRUCTURING INC.</b> 8 Adelaide Street West   Suite 200 Toronto, ON M5H 0A9</p> <p><b>Paul Casey</b> Tel: (416) 775-7172 <a href="mailto:paucasey@deloitte.ca">paucasey@deloitte.ca</a></p> <p><b>Bob Taylor</b> Tel: (403) 835-1164 <a href="mailto:bobtaylor@deloitte.ca">bobtaylor@deloitte.ca</a></p>

<b>AND TO:</b>	<b>LOOPSTRA NIXON LLP</b> 135 Queens Plate Drive   Suite 600 Etobicoke, ON M9W 6V7  <b>Graham Phoenix</b> Tel: (416) 748-7446 <a href="mailto:gphoenix@loonix.com">gphoenix@loonix.com</a>  <b>Lawyers for National Recycling Inc., Scraport Inc., 2139483 Alberta Ltd. and Irfan Rahman</b>
<b>AND TO:</b>	<b>ADAIR GOLDBLATT BIEBER LLP</b> 95 Wellington Street West   Suite 1830 Toronto, ON M5J 2N7  <b>John Adair</b> Tel: (416) 941-5858 <a href="mailto:jadair@agblp.com">jadair@agblp.com</a>  <b>Lawyers for SHiFT Connect Ltd.</b>
<b>AND TO:</b>	<b>DEPARTMENT OF JUSTICE (CANADA)</b> Ontario Regional Office 120 Adelaide Street West   Suite 400 Toronto, ON M5H 1T1  <b>Diane Winters</b> Email: <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a> Tel: 416-973-3172
<b>AND TO:</b>	<b>MINISTRY OF FINANCE</b> College Park   11th Floor   777 Bay Street Toronto, ON M5G 2C8 Fax: 416-325-1460  <b>Kevin O'Hara</b> Email: <a href="mailto:kevin.ohara@ontario.ca">kevin.ohara@ontario.ca</a> Tel: 416-327-8463
<b>AND TO:</b>	<b>MAXUS TRADING LTD.</b> 79 Martin Ross Ave North York, ON M3J 2L5
<b>AND TO:</b>	<b>CLE CAPITAL INC.</b> 3390 South Service Road   Suite 301 Burlington, ON L7N 3J5

<b>AND TO:</b>	<b>FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY</b> PO BOX 2400 Edmonton, AB T5J 5C7
<b>AND TO:</b>	<b>HSBC BANK CANADA</b> 300-2001 McGill College Avenue Montreal, QC H3A 1G1
<b>AND TO:</b>	<b>ARUNDEL CAPITAL CORPORATION</b> 5119 Elbow Drive SW   Suite 420 Calgary, AB T2V 1H2
<b>AND TO:</b>	<b>TOYOTA CREDIT CANADA INC.</b> 80 Micro Court Markham, ON L3R 9Z5
<b>AND TO:</b>	<b>CANADIAN WESTERN BANK LEASING INC.</b> 606 4 Street SW   Suite 300 Calgary, AB T2P 1T1
<b>AND TO:</b>	<b>CWB NATIONAL LEASING INC.</b> 1525 Buffalo Place Winnipeg, MB R3T 1L9
<b>AND TO:</b>	<b>MERIDIAN ONECAP CREDIT CORP.</b> 4710 Kingsway   Suite 1500 Burnaby, BC V5H 4M2
<b>AND TO:</b>	<b>CATERPILLAR FINANCIAL SERVICES LIMITED</b> 3457 Superior Court   Unit 2 Oakville, ON L6L 0C4
<b>AND TO:</b>	<b>MERCADO CAPITAL CORPORATION, A DIV. OF WESTMINSTER SAVINGS CREDIT UNION</b> 13450, 102 Avenue   Suite 1900 Surrey, BC V3T 5Y1
<b>AND TO:</b>	<b>TESLA MOTORS CANADA ULC</b> 3401 Dufferin Street   Suite 320 Toronto, ON M6A 2T9
<b>AND TO:</b>	<b>CONCENTRA BANK C/O COMM LEASING</b> PO BOX 3030, 2055 Albert S Regina, SK S4P 3G8
<b>AND TO:</b>	<b>BLUESHORE LEASING LTD.</b> 1250 Lonsdale Avenue North Vancouver, BC V7M 2H6



<b>AND TO:</b>	<b>COAST CAPITAL EQUIPMENT FINANCE LTD.</b> 9900 King George Blvd.   Suite 800 Surrey, BC V3T 0K7
<b>AND TO:</b>	<b>WELLS FARGO EQUIPMENT FINANCE COMPANY</b> 2300 Meadowvale Blvd. Mississauga, ON L5N 5P9
<b>AND TO:</b>	<b>THE BANK OF NOVA SCOTIA</b> 44 King Street West Toronto, ON M5H 1H1
<b>AND TO:</b>	<b>GE CANADA EQUIPMENT FINANCING G.P.</b> 2300 Meadowvale Blvd., Maildrop S25 Mississauga, ON L5N 5P9
<b>AND TO:</b>	<b>TD AUTO FINANCE (CANADA) INC.</b> PO BOX 4086, Station A Toronto, ON M5W 5K3
<b>AND TO:</b>	<b>GE VFS CANADA LIMITED PARTNERSHIP</b> 2300 Meadowvale Blvd.   Suite 200 Mississauga, ON L5N 5P9
<b>AND TO:</b>	<b>FIFTH THIRD BANK</b> PO BOX 5089 Evansville, IN, USA 47716
<b>AND TO:</b>	<b>ULI CANADA INC.</b> 3700 Morgan Avenue Evansville, IN, USA 47715
<b>AND TO:</b>	<b>LIEBHERR CANADA LIMITED</b> 1015 Sutton Drive Burlington, ON L7L 5Z8  <b>Mary Anne Reason</b> <a href="mailto:Mary-anne.reason@liebherr.com">Mary-anne.reason@liebherr.com</a>
<b>AND TO:</b>	<b>NATIONAL RECYCLING INC.</b> 1 Prologis Boulevard Suite 104 Mississauga, ON L5W 0G2  5 Copper Road Brampton, ON L6T 4W5  1100-1 <sup>st</sup> Street S.E., Suite 501 Calgary, AB T2G 1B1

<b>AND TO:</b>	<b>SCRAPORT INC.</b> 600, 12220 Stony Plain Road Edmonton, AB T5N 3Y4
<b>AND TO:</b>	<b>2139483 ALBERTA LTD.</b> 4688 Taylor Road Boyle, AB T0A 0M0  600, 12220 Stony Plain Road Edmonton, AB T5N 3Y4
<b>AND TO:</b>	<b>IRFAN RAHMAN</b> 1028 Sydenham Lane Milton, ON L9T 8J2  7897 Old Church Road Caledon, ON L7E 0P5
<b>AND TO:</b>	<b>FAIZ RAHMAN</b> 6161 Osprey Boulevard Mississauga, ON L5N 5W1

## APPLICATION

1. The Applicant, Royal Bank of Canada ("**RBC**" or the "**Lender**"), makes an application for an Order substantially in the form filed herewith. The Order to be requested on July 12, 2019, the return date of this Application, seeks an Order, *inter alia*:

- (a) abridging the time for service of the Notice of Application and the Application Record and dispensing with further service thereof;
- (b) appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties (the "**Property**") of each of National Recycling Inc., ("**National Recycling**") Scraport Inc. ("**Scraport**") and 2139483 Alberta Ltd. ("**2139483**") (National Recycling, Scraport and 21394783, together as the "**Debtors**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**");
- (c) granting a charge over the Property in favour of the Receiver and the Receiver's counsel to secure their fees and disbursements in respect of these proceedings on the terms as set out in the draft order filed (the "**Receiver's Charge**"); and
- (d) such further and other relief as counsel may request and this Honourable Court may permit.

## 2. THE GROUNDS FOR THE APPLICATION ARE:

- (a) The Debtors are currently indebted to RBC with respect to certain credit facilities extended by RBC;
- (b) The obligations of Debtors to RBC are secured by, among other things, general security agreements;
- (c) The Debtors have ceased operations and as such the appointment of a receiver is appropriate under the circumstances;

- (d) The Debtors have committed certain events of default;
- (e) On June 25, 2019, the Lender issued demands for payment and Notices of Intention to Enforce Security (“NITES”) to each of the Debtors and pursuant to the BIA, and the 10 day notice period under each of the NITES has now expired;
- (f) the Lender seeks to appoint the Receiver to secure the Property and review the alternatives with a view to maximizing value for all stakeholders;
- (g) Deloitte is a licensed trustee in bankruptcy;
- (h) the appointment of Deloitte as receiver is just and convenient in the circumstances;
- (i) section 243(1) of the BIA;
- (j) section 101 of the CJA;
- (k) rules 1.04, 2.03, 3.02, 16 and 38 of the Rules of Civil Procedure, R.R.O. 1990. Reg. 194, as amended; and
- (l) such further and other grounds as counsel may advise and this Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the application:

- (a) the Affidavit of Robert Fick sworn July 8, 2019 and the exhibits referred to therein; and
- (b) such further and documentary evidence as counsel may advise and this Court may permit.

July 8, 2019

**BORDEN LADNER GERVAIS LLP**

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Toronto, ON M5H 4E3

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**CHRIS SAVO – LSO No. 73337G**

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[csavo@blg.com](mailto:csavo@blg.com)

Lawyers for the Applicant

Court File No.: CV-19-00623276-00CL

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ROYAL BANK OF CANADA

- and -

NATIONAL RECYCLING INC., SCRAPORT INC. and 2139483 ALBERTA LTD.

Applicant

12 July 2019  
Respondents

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

NOTICE OF APPLICATION  
(Returnable July 12, 2019)

**BORDEN LADNER GERVAIS LLP**  
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Toronto, ON M5H 4E3  
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Lawyers for the Applicant

# Tab 2

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,  
R.S.O. 1990, c. C.43, AS AMENDED**

**AFFIDAVIT OF ROBERT FICK  
(Sworn July 8, 2019)**

**I, ROBERT FICK, of the Town of Whitby, in the Province of Ontario, MAKE OATH AND  
SAY as follows:**

1. I am a Senior Manager in the Special Loans and Advisory Services Department (“SLAS”) of the applicant, Royal Bank of Canada (the “Bank” or “RBC”) and as such have knowledge of the matters hereinafter deposed to, or where I do not possess such personal knowledge, I have stated the source of my information and in all such cases do verily believe it to be true.
2. This Affidavit is sworn in support of an application by RBC to appoint Deloitte Restructuring Inc. (“Deloitte”) as receiver (in such capacity, the “Receiver”), without security, over the assets, properties and undertaking (the “Property”) of National Recycling Inc., Scraport Inc. and 2139483 Alberta Ltd. pursuant to section 243(1) of the



*Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and section 101 of the *Courts of Justice Act* (Ontario) (the “**Application**”).

**A. BACKGROUND ON NATIONAL RECYCLING INC., SCRAPORT INC. AND 2139483 ALBERTA LTD.**

**National Recycling Inc.**

3. National Recycling Inc. (“**National Recycling**”) is incorporated pursuant to the laws of the Province of Ontario and is also extra provincially registered in the Province of Alberta. National Recycling has been primarily in the business of metal processing, shipping and scrap management in the Province of Alberta (the “**National Recycling Business**”).
4. The President of National Recycling is Syed Shah Irfan Ur Rahman, who is also known as Irfan Rahman. Attached hereto and marked as Exhibit “A” is a Corporation Profile Report for National Recycling obtained from the Ontario Ministry of Government Services on June 20, 2019. Attached hereto and marked as Exhibit “B” is a copy of a Corporation Search for National Recycling obtained from the Government of Alberta on June 21, 2019.
5. According to the Ontario Corporation Profile Report (Exhibit “A”) for National Recycling, the registered office is located at 1 Prologis Boulevard, Suite 104, Mississauga, Ontario L5W 0G2. According to the Alberta Corporation Search (Exhibit “B”), the head office of National Recycling is 5 Copper Road, Brampton, Ontario L6T 4W5, although the Alberta Corporation Search does list 1 Prologis Boulevard, Suite 104, Mississauga, Ontario L5W 0G2 as being the address of the Directors and Shareholders of National Recycling.

**Scraport Inc.**

6. Scraport Inc. (“**Scraport**”) is incorporated pursuant to the laws of the Province of Alberta. Scraport has also been in the business of metal processing, shipping and scrap management (the “**Scraport Recycling Business**”).

7. As is the case with National Recycling, the President of Scraport is Syed Shah Irfan Ur Rahman, who is also known as Irfan Rahman. Attached hereto and marked as Exhibit "C" is a copy of a Corporation Search for Scraport obtained from the Government of Alberta on June 21, 2019.
8. According to the Alberta Corporation Search (Exhibit "C"), the registered office of Scraport is 600, 12220 Stony Plain Road, Edmonton, Alberta T5N 3Y4.

**2139483 Alberta Ltd.**

9. 2139483 Alberta Ltd. ("**2139483**") is incorporated pursuant to the laws of the Province of Alberta. 2139483 is the registered owner of certain lands in the Town of Boyle, in the Province of Alberta, upon which National Recycling has conducted the National Recycling Business and upon which Scraport has conducted the Scraport Recycling Business.
10. As is the case with National Recycling and Scraport, the President of 2139483 is Syed Shah Irfan Ur Rahman, who is also known as Irfan Rahman. Attached hereto and marked as Exhibit "D" is a copy of a Corporation Search for 2139483 obtained from the Government of Alberta on June 21, 2019.
11. According to the Alberta Corporation Search (Exhibit "D"), the registered office of Scraport is 4688 Taylor Road, Boyle, Alberta T0A 0M0.
12. National Recycling, Scraport and 2139483 shall hereinafter be referred to as the "**Companies**".

**B. LOAN AND SECURITY DOCUMENTS**

13. By a loan agreement dated September 11, 2018 and accepted by National Recycling on September 14, 2018 (the "**National Recycling Loan Agreement**"), the Bank provided a credit facility to National Recycling in the amount of \$3,075,895.28, as well as other facilities, including Business Vehicle Solutions Loans and/or Contracts outstanding at any time and from time to time, all on the terms and conditions as are outlined in the

National Recycling Loan Agreement, a copy of which is attached hereto and marked as Exhibit "E".

14. By a loan agreement also dated September 11, 2018 and accepted by Scraport on September 14, 2018 (the "**Scraport Loan Agreement**"), the Bank provided a credit facility to Scraport in the amount of \$2,000,000.00 all on the terms and conditions as are outlined in the Scraport Loan Agreement, a copy of which is attached hereto and marked as Exhibit "F".
15. As security for the repayment of all amounts owing by National Recycling to the Bank, National Recycling provided a General Security Agreement dated September 14, 2018, pursuant to which National Recycling pledged to the Bank a security interest in all of the present and after acquired personal property of National Recycling (the "**NRI GSA**"). A copy of the NRI GSA is attached hereto and marked as Exhibit "G".
16. As security for the repayment of all amounts owing by Scraport to the Bank, Scraport provided a General Security Agreement dated September 14, 2018, pursuant to which Scraport pledged to the Bank a security interest in all of the present and after acquired personal property of Scraport (the "**Scraport GSA**"). A copy of the Scraport GSA is attached hereto and marked as Exhibit "H".
17. By a Guarantee and Postponement of Claim dated September 14, 2018, 2139483 guaranteed to the Bank, the repayment of all amounts owing by Scraport (the "**2139483 Scraport Guarantee**"), a copy of which is attached hereto and marked as Exhibit "I".
18. By a Guarantee and Postponement of Claim dated September 25, 2018, 2139483 guaranteed to the Bank, the repayment of all amounts owing by National Recycling (the "**2139483 NRI Guarantee**"), a copy of which is attached hereto and marked as Exhibit "J".
19. As security for the repayment of all amounts owing by 2139483 to the Bank, 2139483 provided a General Security Agreement dated September 14, 2018, pursuant to which 2139483 pledged to the Bank a security interest in all of the present and after acquired

personal property of 2139483 (the "**2139483 GSA**"). A true copy of the 2139483 GSA is attached hereto and marked as Exhibit "**K**".

20. By a Guarantee and Postponement of Claim dated September 21, 2018, National Recycling guaranteed to the Bank, the repayment of all amounts owing by Scraport (the "**NRI Scraport Guarantee**"), a copy of which is attached hereto and marked as Exhibit "**L**".
21. By a Guarantee and Postponement of Claim dated September 25, 2018, Scraport guaranteed to the Bank, the repayment of all amounts owing by National Recycling (the "**Scraport NRI Guarantee**"), a copy of which is attached hereto as Exhibit "**M**".
22. As further security for the obligations of each of National Recycling and Scraport to the Bank, the Bank obtained the following:
  - (a) Guarantee and Postponement of Claim dated September 14, 2018 from Irfan Rahman in respect of National Recycling's obligations to the Bank, which is attached hereto and marked as Exhibit "**N**";
  - (b) Guarantee and Postponement of Claim dated September 14, 2018 from Irfan Rahman in respect of Scraport's obligations to the Bank, which is attached hereto and marked as Exhibit "**O**";
  - (c) Guarantee and Postponement of Claim dated September 14, 2018 from Faiz Rahman in respect of National Recycling's obligations to the Bank, which is attached hereto and marked as Exhibit "**P**";
  - (d) Guarantee and Postponement of Claim dated September 14, 2018 from Faiz Rahman in respect of Scraport's obligations to the Bank, which is attached hereto and marked as Exhibit "**Q**".
23. As of June 24, 2019, National Recycling was indebted to the Bank in the amount of \$1,659,850.55 and the amount of United States Dollars ("**USD**")\$728,298.72, plus interest, fees and costs continuing to accrue thereafter.
24. As of June 24, 2019, Scraport was indebted to the Bank in the amount of \$2,037,619.66, plus interest, fees and costs continuing to accrue thereafter.

**C. TRANSFER TO SLAS**

25. The National Recycling and Scraport accounts were transferred to SLAS due to their defaults under the National Recycling Loan Agreement and the Scraport Loan Agreement, as described in the balance of this Affidavit.

**D. DEFAULT UNDER THE LOAN AGREEMENTS AND DEMAND FOR PAYMENT**

26. The obligations under the National Recycling Loan Agreement and Scraport Loan Agreement are repayable on demand. RBC took the decision to demand payment of the obligations under the said agreements because both National Recycling and Scraport had failed to meet their debt service coverage ratios (as defined in each of the National Recycling Loan Agreement and the Scraport Loan Agreement).
27. In addition, both National Recycling and Scraport defaulted in their reporting requirements to the Bank by failing to provide the Bank with financial statements in a timely manner. Further, when the Bank did receive the financial statements for the year ended December 31, 2018 for each of National Recycling and Scraport, it disclosed a loss of \$6,002,746 for National Recycling.
28. Moreover, both National Recycling and Scraport, among others, are now Respondents in Court of Queen's Bench of Alberta, Judicial Centre of Calgary action #1901-09053, which was commenced by SHiFT Connect Ltd. ("SHiFT") by Originating Application filed with the Court on June 10, 2019 ("**SHiFT Originating Application**"). A copy of the SHiFT Originating Application is attached hereto and marked as Exhibit "**R**".
29. The SHiFT Originating Application is supported by the Affidavit of Anthony Dunn, Account Manager with SHiFT sworn on June 9, 2019 and filed with the Court of Queen's Bench of Alberta on June 10, 2019 (the "**SHiFT Dunn Affidavit**"), a copy of which is attached hereto and marked as Exhibit "**S**".
30. The SHiFT Originating Application is further supported by the Affidavit of David Kelcher, the Chief Executive Officer of SHiFT sworn on June 9, 2019 and filed with the

Court of Queen's Bench of Alberta on June 10, 2019 (the "**SHiFT Kelcher Affidavit**"), a copy of which is attached hereto and marked as Exhibit "**T**".

31. I have considered the SHiFT Originating Application, the SHiFT Dunn Affidavit and the SHiFT Kelcher Affidavit from which I understand that on May 30, 2019 and on May 31, 2019, National Recycling requested SHiFT to exchange a total of USD\$2,190,000.00 into Canadian Dollars ("**CAD**"). SHiFT completed the transactions and on May 30, 2019 paid the sum of CAD\$1,468,504.50 to National Recycling, followed by a further payment to National Recycling on May 31, 2019 of CAD\$1,469,380.50; the total of the two transactions which SHiFT paid to National Recycling was CAD\$2,937,885.00.
32. SHiFT processed pre-authorized debits for USD\$2,190,000.00 from the USD account of National Recycling with Canadian Imperial Bank of Commerce ("**CIBC**") on May 30, 2019 and on May 31, 2019. It appears that after SHiFT paid out the exchanged funds to National Recycling, CIBC rejected the pre-authorized debits by which National Recycling had purported to pay SHiFT due to "non-sufficient funds".
33. In short, when National Recycling requested the foreign exchange trades be processed by SHiFT, it appears that National Recycling did not have the funds to cover the transactions.
34. On June 10, 2019, the Honourable Mr. Justice J. T. McCarthy, Justice of the Court of Queen's Bench of Alberta, granted an Attachment Order, a copy of which is annexed hereto and marked as Exhibit "**U**". The June 10, 2019 Attachment Order applied to the CIBC accounts of National Recycling.
35. On June 13, 2019, the Honourable Madam Justice G. Marriott, Justice of the Court of Queen's Bench of Alberta, granted a second Attachment Order, a copy of which is annexed hereto and marked as Exhibit "**V**". The June 13, 2019 Attachment Order was broader in scope than the June 10, 2019 Attachment Order in that it applied to any financial institution served with the Order.
36. Upon considering the SHiFT Kelcher Affidavit, I note that the deponent, David Kelcher, deposes that at lunchtime on June 7, 2019, he visited the National Recycling Alberta

Corporate Office at Suite 501, 1100-1<sup>st</sup> Street S.E., Calgary, Alberta and found that it was being occupied by Quarry Bay Investments Inc. I further note that he was advised by an unidentified male at the premises that National Recycling had left the premises sometime in April 2019.

37. I am advised by Roger Jaipargas, a partner at Borden Ladner Gervais LLP (“BLG”), the lawyers for the Bank, that on the morning of July 5, 2019 BLG received an e-mail, together with a letter from John Adair, a partner at Adair Goldblatt Bieber LLP, lawyers for SHiFT, advising that SHiFT intends to assert a constructive trust over certain funds held by National Recycling and Scraport. A copy of the email and letter dated July 5, 2019 from Mr. Adair is attached hereto and marked as Exhibit “W”.
38. Upon considering the SHiFT Dunn Affidavit, I note that the deponent, Anthony Dunn, deposes that on June 7, 2019, he reviewed a Google search result for “National Recycling Brampton” which stated that the Head Office of National Recycling located in Brampton, Ontario was “Permanently Closed”.
39. Given the foregoing concerns, the Bank instructed BLG to issue a formal demand for payment dated June 25, 2019 and a Notice of Intention to Enforce Security (“NITES”), pursuant to the BIA, to National Recycling. Attached hereto and marked as Exhibit “X” is a copy of the demand letter and the NITES, which was delivered to National Recycling.
40. BLG also issued a formal demand for payment dated June 25, 2019 and a NITES, pursuant to the BIA, to Scraport. Attached hereto and marked as Exhibit “Y” is a copy of the demand letter and the NITES, which was delivered to Scraport.
41. BLG also issued a formal demand for payment dated June 25, 2019 and a NITES, pursuant to the BIA, to 2139483. Attached hereto and marked as Exhibit “Z” is a copy of the demand letter and the NITES, which was delivered to 2139483.
42. Further, on June 25, 2019, demands for payment were also issued to each of Irfan Rahman and Faiz Rahman, copies of which are attached hereto as Exhibits “AA” and

“BB”, respectively. I understand that both Irfan Rahman and Faiz Rahman reside in Ontario.

43. The Bank has not received payment of the amounts owing.
44. RBC registered its security interest in respect of all of the Companies’ Property under the Ontario and Alberta *Personal Property Security Acts* (the “PPSA”). Attached hereto and marked as Exhibit “CC” are copies of the Ontario and Alberta PPSA searches, with a file currency of June 19, 2019.

**E. REQUEST FOR THE APPOINTMENT OF DELOITTE AS RECEIVER**

45. The Companies are in default of their obligations to RBC and are unable to repay the secured indebtedness owing to RBC.
46. Given these circumstances, RBC seeks to appoint Deloitte as the Receiver, so that the Receiver can review all options on a go-forward basis and return to Court to seek the appropriate direction under the circumstances, with a view to maximizing the realizations for the benefit of all stakeholders involved.
47. The General Security Agreements granted by each of the Companies to the Bank provide RBC with the right to appoint a receiver pursuant to Section 13 thereof.
48. If the relief sought is not granted, RBC is of the view that significant value may irrevocably be destroyed. I am very concerned that assets of the Companies as well as the security held by the Bank is at risk, unless a receiver is appointed by the Court.
49. The defaults of National Recycling and of Scraport, the granting of Attachment Orders by the Court of Queen’s Bench of Alberta, the information that National Recycling is no longer operating its business and that SHiFT intends to assert a constructive trust against the assets of National Recycling and Scraport, all as detailed in this Affidavit, have caused the Bank significant concerns, which support the appointment of a receiver.
50. Deloitte is a licensed trustee in bankruptcy.



51. Deloitte has consented to act as Receiver. Attached hereto and marked as Exhibit “**DD**” is a copy of the consent of Deloitte to act as Receiver.
52. This Affidavit is sworn in support of an Order for the appointment of Deloitte as Receiver over the Companies and for no other or improper purpose.

**SWORN BEFORE ME** at the City of  
Toronto, in the Province of Ontario, this  
8<sup>TH</sup> day of July, 2019.

A Commissioner for taking affidavits

p14458

ROBERT FICK

**Court File No.:** CV-19-00623276-00CL

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**ROYAL BANK OF CANADA**

**- and -**

**NATIONAL RECYCLING INC., SCRAPORT INC. and  
2139483 ALBERTA LTD.**

**Applicant**

**Respondents**

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

**PROCEEDINGS COMMENCED AT TORONTO**

**AFFIDAVIT OF ROBERT FICK**

**BORDEN LADNER GERVAIS LLP**  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON M5H 4E3  
Tel: (416) 367-6000  
Fax: (416) 367-6749


**ROGER JAIPARGAS – LSUC No. 43275C**  
Tel: (416) 367-6266  
Email: rjaipargas@blg.com

**CHRISTOPHER SAVO – LSO No. 73337G**  
Tel: (416) 367-6086  
Email: csavo@blg.com

Lawyers for the Applicant

# Tab A

THIS IS EXHIBIT "A" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019

  
\_\_\_\_\_  
A Commissioner for taking affidavits

P14458

Request ID: 023244116  
Transaction ID: 72183504  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/06/20  
Time Report Produced: 17:37:36  
Page: 1

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2178004	NATIONAL RECYCLING INC.	2008/07/02
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
1 PROLOGIS	NOT APPLICABLE	NOT APPLICABLE
Suite # 104 MISSISSAUGA ONTARIO CANADA L5W 0G2	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
1 PROLOGIS		NOT APPLICABLE
Suite # 104 MISSISSAUGA ONTARIO CANADA L5W 0G2	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario
	00002 00002	Date Ceased in Ontario
Activity Classification		NOT APPLICABLE
NOT AVAILABLE		

Request ID: 023244116  
Transaction ID: 72183504  
Category ID: UNE

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/06/20  
Time Report Produced: 17:37:36  
Page: 2

## CORPORATION PROFILE REPORT

Ontario Corp Number

2178004

Corporation Name

NATIONAL RECYCLING INC.

Corporate Name History

NATIONAL RECYCLING INC.

Effective Date

2008/07/02

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

Administrator:  
Name (Individual / Corporation)

SYED  
SHAH IRFAN UR  
RAHMAN

Address

5 COPPER ROAD

BRAMPTON  
ONTARIO  
CANADA L6T 4W5

Date Began

2010/09/14

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 023244116  
Transaction ID: 72183504  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/06/20  
Time Report Produced: 17:37:36  
Page: 3

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2178004

NATIONAL RECYCLING INC.

Administrator:

Name (Individual / Corporation)

Address

FAIZ

5 COPPER ROAD

RAHMAN

BRAMPTON  
ONTARIO  
CANADA L6T 4W5

Date Began

First Director

2015/10/30

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

TREASURER

Y

Administrator:

Name (Individual / Corporation)

Address

SYED  
SHAH IRFAN UR  
RAHMAN

5 COPPER ROAD

BRAMPTON  
ONTARIO  
CANADA L6T 4W5

Date Began

First Director

2015/12/04

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023244116  
Transaction ID: 72183504  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/06/20  
Time Report Produced: 17:37:36  
Page: 4

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2178004

NATIONAL RECYCLING INC.

Administrator:  
Name (Individual / Corporation)

Address

FAIZ  
RAHMAN

5 COPPER ROAD  
  
BRAMPTON  
ONTARIO  
CANADA L6T 4W5

Date Began

First Director

2018/01/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:  
Name (Individual / Corporation)

Address

FAIZ  
RAHMAN

5 COPPER ROAD

BRAMPTON  
ONTARIO  
CANADA L6T 4W5

Date Began

First Director

2018/01/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y



Request ID: 023244116  
Transaction ID: 72183504  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/06/20  
Time Report Produced: 17:37:36  
Page: 5

## CORPORATION PROFILE REPORT

Ontario Corp Number

2178004

Corporation Name

NATIONAL RECYCLING INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

2019/01/24 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Request ID: 023244117  
Transaction ID: 72183505  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/06/20  
Time Report Produced: 17:37:37  
Page: 1

## CORPORATION DOCUMENT LIST

**Ontario Corporation Number**  
2178004

**Corporation Name**  
NATIONAL RECYCLING INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	CHANGE NOTICE PAF: GRUDZIEN, PAMELA	1	2019/01/24 (ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: GRUDZIEN, PAMELA	1	2018/11/29 (ELECTRONIC FILING)
CIA	ANNUAL RETURN 2017 PAF: RAHMAN, FAIZ	1C	2018/07/22 (ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2018/01/08
CIA	ANNUAL RETURN 2016 PAF: RAHMAN, FAIZ	1C	2017/07/23 (ELECTRONIC FILING)
CIA	ANNUAL RETURN 2015 PAF: FODIE, IAN	1C	2016/05/22 (ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: GRUDZIEN, PAMELA	1	2016/02/12 (ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: GRUDZIEN, PAMELA	1	2016/01/25 (ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: GRUDZIEN, PAMELA	1	2015/11/02 (ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: GRUDZIEN, PAMELA	1	2015/09/08 (ELECTRONIC FILING)
CIA	ANNUAL RETURN 2014 PAF: RAHMAN, IRFAN	1C	2015/05/16 (ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2014/12/24
CIA	ANNUAL RETURN 2013 PAF: KONIECZNY, PAWEL	1C	2014/06/28 (ELECTRONIC FILING)
CIA	ANNUAL RETURN 2012 PAF: KONIECZNY, PAWEL	1C	2013/07/13 (ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: GRUDZIEN, PAMELA	1	2012/08/09 (ELECTRONIC FILING)
CIA	ANNUAL RETURN 2011 PAF: KONIECZNY, PAWEL	1C	2012/07/07 (ELECTRONIC FILING)
CIA	ANNUAL RETURN 2010 PAF: KONIECZNY, PAWEL	1C	2011/07/02 (ELECTRONIC FILING)

Request ID: 023244117  
Transaction ID: 72183505  
Category ID: UNE

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/06/20  
Time Report Produced: 17:37:37  
Page: 2

## CORPORATION DOCUMENT LIST

### Ontario Corporation Number

2178004

### Corporation Name

NATIONAL RECYCLING INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	ANNUAL RETURN 2009 PAF: KONIECZNY, PAWEL	1C	2010/10/06
CIA	CHANGE NOTICE PAF: MCKENZIE, MADELAINE ELOISE	1	2010/09/14 (ELECTRONIC FILING)
CIA	ANNUAL RETURN 2008 PAF: KONIECZNY, PAWEL	1C	2009/08/01 (ELECTRONIC FILING)
BCA	ARTICLES OF INCORPORATION	1	2008/07/02 (ELECTRONIC FILING)


THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

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

# Tab B

THIS IS EXHIBIT "B" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019

  
\_\_\_\_\_  
A Commissioner for taking affidavits

P14458

# Government of Alberta ■ Corporation/Non-Profit Search

## Corporate Registration System

Date of Search: 2019/06/21  
Time of Search: 09:06 AM  
Search provided by: BORDEN LADNER GERVAIS LLP  
Service Request Number: 31234953  
Customer Reference Number: 039478-328

**Corporate Access Number:** 2118675087

**Legal Entity Name:** NATIONAL RECYCLING INC.

**Legal Entity Status:** Active  
**Extra-Provincial Type:** Other Prov/Territory Corps  
**Registration Date:** 2014/12/19 YYYY/MM/DD  
**Date Of Formation in Home Jurisdiction:** 2008/07/02 YYYY/MM/DD  
**Home Jurisdiction:** ONTARIO  
**Home Jurisdiction CAN:** 002178004

**Primary Attorney:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code
RAHMAN	FAIZ	UR		1030 BRIGHTONCREST COMMON SE	CALGARY	ALBERTA	T2Z 1A4

**Head Office Address:**

**Street:** 5 COPPER RD  
**City:** BRAMPTON  
**Province:** ONTARIO  
**Postal Code:** L6T 4W5

**Directors:**

**Last Name:** RAHMAN  
**First Name:** IRFAN  
**Middle Name:** UR  
**Street/Box Number:** 1 PROLOGIS BLVD, SUITE 104

**City:** MISSISSAUGA  
**Province:** ONTARIO  
**Postal Code:** L5W 0G2

**Last Name:** RAHMAN  
**First Name:** FAIZ  
**Middle Name:** UR  
**Street/Box Number:** 1 PROLOGIS BLVD, SUITE 104  
**City:** MILTON  
**Province:** ONTARIO  
**Postal Code:** L5W 0G2

**Voting Shareholders:**

**Last Name:** FAIZ RAHMAN HOLDINGS INC.  
**Street:** 1 PROLOGIS BLVD., SUITE 104  
**City:** MISSISSAUGA  
**Province:** ONTARIO  
**Postal Code:** L5W 0G2  
**Percent Of Voting Shares:** 40

**Last Name:** IRFAN RAHMAN HOLDINGS INC.  
**Street:** 1 PROLOGIS BLVD., SUITE 104  
**City:** MISSISSAUGA  
**Province:** ONTARIO  
**Postal Code:** L5W 0G2  
**Percent Of Voting Shares:** 60

**Other Information:****Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2018	2019/01/25

**Filing History:**

---

List Date (YYYY/MM/DD)	Type of Filing
2014/12/19	Register Extra-Provincial Profit / Non-Profit Corporation
2019/01/25	Change Director / Shareholder
2019/01/25	Enter Annual Returns for Alberta and Extra-Provincial Corp.


The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





# Tab C

THIS IS EXHIBIT "C" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019

  
\_\_\_\_\_  
A Commissioner for taking affidavits

14458

# Government of Alberta ■ Corporation/Non-Profit Search

## Corporate Registration System

Date of Search: 2019/06/21  
Time of Search: 09:08 AM  
Search provided by: BORDEN LADNER GERVAIS LLP  
Service Request Number: 31234985  
Customer Reference Number: 039478-328

**Corporate Access Number:** 2020847139

**Legal Entity Name:** SCRAPORT INC.

**Legal Entity Status:** Active

**Alberta Corporation Type:** Named Alberta Corporation

**Registration Date:** 2017/12/07 YYYY/MM/DD

### Registered Office:

**Street:** 600, 12220 STONY PLAIN ROAD  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5N 3Y4

### Directors:

**Last Name:** RAHMAN  
**First Name:** FAIZ  
**Street/Box Number:** 6161 OSPREY BOULEVARD  
**City:** MISSISSAUGA  
**Province:** ONTARIO  
**Postal Code:** L5N 5W1

**Last Name:** RAHMAN  
**First Name:** IRFAN  
**Street/Box Number:** 1028 SYNDENHAM LANE  
**City:** MILTON  
**Province:** ONTARIO  
**Postal Code:** L9T 8J2

**Voting Shareholders:**

**Last Name:** FAIZ RAHMAN HOLDINGS INC.  
**Street:** 5 COPPER ROAD  
**City:** BRAMPTON  
**Province:** ONTARIO  
**Postal Code:** L6T 4W5  
**Percent Of Voting Shares:** 50

**Last Name:** IRFAN RAHMAN HOLDINGS INC.  
**Street:** 5 COPPER ROAD  
**City:** BRAMPTON  
**Province:** ONTARIO  
**Postal Code:** L6T 4W5  
**Percent Of Voting Shares:** 50

**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE "A"  
**Share Transfers Restrictions:** NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 10  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE "B"

**Other Information:**

**Last Annual Return Filed:**

---

File Year	Date Filed (YYYY/MM/DD)
2018	2019/01/29

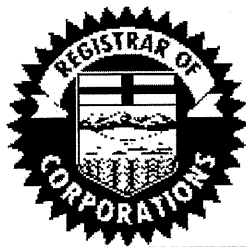
**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2017/12/07	Incorporate Alberta Corporation
2019/01/29	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**


Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2017/12/07
Other Rules or Provisions	ELECTRONIC	2017/12/07

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Tab D

THIS IS EXHIBIT "D" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019

  
\_\_\_\_\_  
A Commissioner for taking affidavits

P14458

# Government of Alberta ■ Corporation/Non-Profit Search

## Corporate Registration System

Date of Search: 2019/06/21  
Time of Search: 09:08 AM  
Search provided by: BORDEN LADNER GERVAIS LLP  
Service Request Number: 31235002  
Customer Reference Number: 039478-328

Corporate Access Number: 2021394834  
Legal Entity Name: 2139483 ALBERTA LTD.

Legal Entity Status: Active  
Alberta Corporation Type: Numbered Alberta Corporation  
Registration Date: 2018/08/27 YYYY/MM/DD

### Registered Office:

Street: 4688 TAYLOR ROAD  
City: BOYLE  
Province: ALBERTA  
Postal Code: T0A 0M0

### Directors:

Last Name: RAHMAN  
First Name: IRFAN  
Street/Box Number: 7897 OLD CHURCH ROAD  
City: KLEINBURG  
Province: ONTARIO  
Postal Code: L7E 0P5

Last Name: RAHMAN  
First Name: FAIZ  
Street/Box Number: 6161 OSPREY BOULEVARD  
City: MISSISSAUGA  
Province: ONTARIO  
Postal Code: L5N 5W1



**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE "A"

**Share Transfers Restrictions:** NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION.

**Min Number Of Directors:** 1

**Max Number Of Directors:** 10

**Business Restricted To:** NONE

**Business Restricted From:** NONE

**Other Provisions:** SEE SCHEDULE "B"

**Other Information:****Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2018/08/27	Incorporate Alberta Corporation
2018/08/28	Change Address

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2018/08/27
Other Rules or Provisions	ELECTRONIC	2018/08/27

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





# Tab E

THIS IS EXHIBIT "E" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019



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A Commissioner for taking affidavits

P14458



Royal Bank of Canada  
Commercial Financial Services  
1181 Davis Drive 2<sup>nd</sup> Floor  
Newmarket Ontario L4K 4M3

September 11, 2018

**Private and Confidential**

**NATIONAL RECYCLING INC.**

5 Copper Rd  
Brampton, Ontario  
L6T4W5

ROYAL BANK OF CANADA (the "**Bank**") hereby offers the credit facilities described below (the "**Credit Facilities**") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "**Agreement**"). Unless otherwise provided, all dollar amounts are in Canadian currency.

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

**BORROWER:** National Recycling Inc. (the "**Borrower**")

**CREDIT FACILITIES**

**Facility #1:** \$3,075,895.28 reducing facility fully drawn by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

**OTHER FACILITIES**

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

- a) All Business Vehicle Solutions Loans and/or Contracts outstanding at any time and from time to time.

**SECURITY**

Security for any amounts outstanding under any Leases and all other obligations of the Borrower to the Bank (collectively, the "**Security**") shall include:

- ✓ a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- ✓ b) Guarantee and postponement of claim on the Bank's form 812 for an unlimited amount signed by Scraport Inc., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Scraport Inc.;

✓ GSA by 2139483

National Recycling Inc.

September 11, 2018

- ✓ c) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,423,500.00 signed by Faiz Rahman and Irfan Rahman;
- ✓ d) Guarantee and postponement of claim on the Bank's form 812 for an unlimited amount signed by 2139483 Alberta Ltd., supported by a general security agreement on the Bank's form 924 constituting a second ranking security interest in all personal property of 2139483 Alberta Ltd.;
- ✓ e) Postponement and assignment of claim on the Bank's form 918 signed by NRI Industrial Sales LLC;
- ✓ f) Postponement and assignment of claim on the Bank's form 918 signed by NRI Real Estate Holdings Inc.;
- ✓ g) Postponement and assignment of claim on the Bank's form 918 signed by Faiz Rahman Holdings Inc.;
- ✓ h) Postponement and assignment of claim on the Bank's form 918 signed by Irfan Rahman Holdings Inc.;
- ✓ i) Postponement and assignment of claim on the Bank's form 918 signed by Faiz Rahman;
- ✓ j) Postponement and assignment of claim on the Bank's form 918 signed by Irfan Rahman;
- ✓ k) Postponement and subordination of claims (debts/shares/dividends) on the Bank's standard form signed by Jamil Rahman Holdings Inc.; and
- ✓ l) Postponement and assignment of claim on the Bank's form 918 signed by Pine Falls Development Corporation.

#### **FINANCIAL COVENANTS**

In the event that the Borrower, Scraport Inc. or 2139483 Alberta Ltd. changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

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

- a) maintain on a combined basis for the Borrower, Scraport Inc. and 2139483 Alberta Ltd., to be measured as at the end of each fiscal year:
  - i. Debt Service Coverage of not less than 1.25:1; and
  - ii. ensure, to be measured as at the end of each fiscal year, a ratio of Total Liabilities to Tangible Net Worth of not greater than 4.5:1 as of fiscal year ending December 31, 2018, reducing to 2.5:1 as of fiscal year ending December 31, 2019, and thereafter maintain to be measured as at the end of each fiscal year, a ratio of Total Liabilities to Tangible Net Worth of not greater than 2.5:1.

#### **REPORTING REQUIREMENTS**

The Borrower will provide the following to the Bank:

- a) annual notice to reader financial statements for each of the Borrower, Scraport Inc. and 2139483 Alberta Ltd., within 90 days of each fiscal year end;

- b) annual review engagement combined financial statements for the Borrower, Scraport Inc. and 2139483 Alberta Ltd., within 90 days of each fiscal year end;
- c) annual combined forecasted balance sheet and income and cash flow statements for the Borrower, Scraport Inc. and 2139483 Alberta Ltd., within 90 days of each fiscal year end;
- d) annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2019; and
- e) such other financial and operating statements and reports as and when the Bank may reasonably require.

**CONDITIONS PRECEDENT**

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

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

Additionally;

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

**BUSINESS LOAN INSURANCE PLAN**

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

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

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

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage

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

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

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

#### **GOVERNING LAW JURISDICTION**

Province of Ontario.

#### **ACCEPTANCE**

This Agreement is open for acceptance until October 11, 2018, after which date it will be null and void, unless extended in writing by the Bank.

**ROYAL BANK OF CANADA**



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

Name: Mike Cussen

Title: Vice President, Business Credit

/dlb



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

**NATIONAL RECYCLING INC.**

Per: [Signature] IREAN RAHMAN  
Name: PRESIDENT  
Title:

Per: [Signature] FAIZ RAHMAN  
Name: PROJECT DIRECTOR.  
Title:

I/We have the authority to bind the Borrower

Attachments:

Terms and Conditions

Schedules:

- Definitions
- RBC Covarity Dashboard Terms and Conditions

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**TERMS AND CONDITIONS**

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

**FEES, COSTS AND EXPENSES**

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

**GENERAL INDEMNITY**

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

**AMENDMENTS AND WAIVERS**

No amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

**GAAP**

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

**SEVERABILITY**

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

**GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada

applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

**DEFAULT BY LAPSE OF TIME**

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

**CONSENT OF DISCLOSURE**

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

**COUNTERPART EXECUTION**

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

**ELECTRONIC MAIL AND FAX TRANSMISSION**

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

**ELECTRONIC IMAGING**

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

**REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Bank that:

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

Representations and warranties are deemed to be repeated as at the time of entering into each Lease hereunder.

**LANGUAGE**

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

## Schedule "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Total Liabilities"** – means all liabilities plus 3.5 times the Borrower's annual operating lease obligations and rent payments for trucks, tractors, trailers and real estate, exclusive of deferred tax liabilities and Postponed Debt.

## Schedule "J"

### RBC COVARTY DASHBOARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**10. Limitation of Liability.** The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank;

(ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

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

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

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

# Tab F

THIS IS EXHIBIT "F" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

P14458



Royal Bank of Canada  
Commercial Financial Services  
1181 Davis Drive 2<sup>nd</sup> Floor  
Newmarket Ontario L4K 4M3

September 11, 2018

**Private and Confidential**

**SCRAPORT INC.**

4688 Taylor Road  
Boyle, Alberta  
T0A0M0

ROYAL BANK OF CANADA (the "**Bank**") hereby offers the credit facilities described below (the "**Credit Facilities**") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "**Agreement**"). Unless otherwise provided, all dollar amounts are in Canadian currency.

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

**BORROWER:** Scraport Inc. (the "**Borrower**")

**CREDIT FACILITIES**

**Facility #1:** \$2,000,000.00 revolving demand facility by way of:

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

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 0.50%

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

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBUSBR + 0.50%

c) Letters of Credit in Canadian currency, or US currency ("**LCs**")

Fees to be advised on a transaction-by-transaction basis. Fees and drawings to be charged to Borrower's accounts.

d) Letters of Guarantee in Canadian currency, or US currency ("**LGs**")

Fees and drawings to be charged to Borrower's accounts. Minimum fee of \$100.00 in the currency of issue (where in Canadian currency or US currency).

**AVAILABILITY**

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

Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims of the Borrower and National Recycling Inc. (the "**Borrowing Limit**"):

- a) 75% of Good Canadian/US Accounts Receivable; and
- b) to a maximum of \$1,000,000.00, 50% of the lesser of cost or net realizable value of Unencumbered Inventory.

**REPAYMENT**

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, and regardless of the maturities of any outstanding instruments or contracts, Borrowings under this facility are repayable on demand.

**GENERAL ACCOUNT**

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

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

**OTHER FACILITIES**

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

- a) VISA Business to a maximum amount of \$100,000.00; and
- b) All Foreign Exchange Forward Contracts outstanding at any time and from time to time.

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

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

Application Fee: \$3,000.00

**Monthly Fee:**

Payable in arrears on the same day of each month.

Management Fee: \$300.00

**SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the "**Security**"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;

- ✓ b) Guarantee and postponement of claim on the Bank's form 812 for an unlimited amount signed by National Recycling Inc., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of National Recycling Inc.;
- ✓ c) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,300,000.00 signed by Faiz Rahman and Irfan Rahman;
- ✓ d) Guarantee and postponement of claim on the Bank's form 812 for an unlimited amount signed by 2139483 Alberta Ltd. supported by a general security agreement on the Bank's form 924 constituting a second ranking security interest in all personal property of 2139483 Alberta Ltd.;
- ✓ e) Postponement and assignment of claim on the Bank's form 918 signed by Irfan Rahman Holdings Inc.;
- ✓ f) Postponement and assignment of claim on the Bank's form 918 signed by Faiz Rahman;
- ✓ g) Postponement and assignment of claim on the Bank's form 918 signed by Irfan Rahman; and
- ✓ h) Postponement and assignment of claim on the Bank's form 918 signed by Faiz Rahman Holdings Inc.

**FINANCIAL COVENANTS**

In the event that the Borrower, National Recycling Inc. or 2139483 Alberta Ltd. changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

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

- a) maintain on a combined basis for the Borrower, National Recycling Inc. and 2139483 Alberta Ltd., to be measured as at the end of each fiscal year:
  - i. Debt Service Coverage of not less than 1.25:1; and
  - ii. ensure, to be measured as at the end of each fiscal year, a ratio of Total Liabilities to Tangible Net Worth of not greater than 4.5:1 as of fiscal year ending December 31, 2018, reducing to 2.5:1 as of fiscal year ending December 31, 2019 and thereafter maintain to be measured as at the end of each fiscal year, a ratio of Total Liabilities to Tangible Net Worth of not greater than 2.5:1.

**REPORTING REQUIREMENTS**

The Borrower will provide the following to the Bank:

- a) monthly Borrowing Limit Certificate, substantially in the form of Schedule "G" signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 20 days of each month end;
- b) annual notice to reader financial statements for each of the Borrower, National Recycling Inc. and 2139483 Alberta Ltd., within 90 days of each fiscal year end;
- c) annual review engagement combined financial statements for the Borrower, National Recycling Inc. and 2139483 Alberta Ltd., within 90 days of each fiscal year end;

- d) annual combined forecasted balance sheet and income and cash flow statements for the Borrower, Scraport Inc. and 2139483 Alberta Ltd., within 90 days of each fiscal year end;
- e) annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2019; and
- f) such other financial and operating statements and reports as and when the Bank may reasonably require.

**CONDITIONS PRECEDENT**

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

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) no Borrowing will be made available unless the Bank has received a copy of payout statement from Bank of Canadian Imperial Bank of Commerce in respect of borrowings outstanding of National Recycling Inc. in form and substance satisfactory to the Bank;
- d) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- e) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

- f) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- g) copy of completed and duly executed personal statements of affairs on the Bank's forms for each of Faiz Rahman and Irfan Rahman, satisfactory to the Bank.

**BUSINESS LOAN INSURANCE PLAN**

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

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

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

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage



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

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

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

**GOVERNING LAW JURISDICTION**

Province of Alberta.

**ACCEPTANCE**

This Agreement is open for acceptance until October 11, 2018, after which date it will be null and void, unless extended in writing by the Bank.

**ROYAL BANK OF CANADA**




Per: \_\_\_\_\_  
Name: Mike Cussen  
Title: Vice President, Business Credit

/dlb

We acknowledge and accept the terms and conditions of this Agreement on this 14 day of 09, 2018.

**SCRAPORT INC.**

Per:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: IRFAN RAHMAN  
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: PRESIDENT

I/We have the authority to bind the Borrower

Attachments:

Terms and Conditions

Schedules:

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

## TERMS AND CONDITIONS

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

### REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LCs and LGs which are unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

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

### PREPAYMENT

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

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

### EVIDENCE OF INDEBTEDNESS

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

repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

#### GENERAL COVENANTS

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

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

#### FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In

addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

**GENERAL INDEMNITY**

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

**AMENDMENTS AND WAIVERS**

No amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

**SUCCESSORS AND ASSIGNS**

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

**GAAP**

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

**SEVERABILITY**

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

**GOVERNING LAW**

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

**DEFAULT BY LAPSE OF TIME**

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

**SET-OFF**

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

**NOTICES**

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

**CONSENT OF DISCLOSURE**

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

**NON-MERGER**

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

**JOINT AND SEVERAL**

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

**COUNTERPART EXECUTION**

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

**ELECTRONIC MAIL AND FAX TRANSMISSION**

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

**ELECTRONIC IMAGING**

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

**REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Bank that:

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

Representations and warranties are deemed to be repeated as at the time of each Borrowing hereunder.

**LANGUAGE**

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

**WHOLE AGREEMENT**

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

**EXCHANGE RATE FLUCTUATIONS**

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

**JUDGEMENT CURRENCY**

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

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



## Schedule "A"

### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Letter of Credit"** or **"LC"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of paying suppliers of goods;

**"Letter of Guarantee"** or **"LG"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

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

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

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

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

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

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

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

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

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

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

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

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

**"Total Liabilities"** means all liabilities plus 3.5 times the Borrower's annual operating lease obligations and rent payments for trucks, tractors, trailers and real estate, exclusive of deferred tax liabilities and Postponed Debt.

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

## **Schedule "B"**

### **CALCULATION AND PAYMENT OF INTEREST AND FEES**

#### **LIMIT ON INTEREST**

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

#### **OVERDUE PAYMENTS**

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

#### **EQUIVALENT YEARLY RATES**

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

#### **TIME AND PLACE OF PAYMENT**

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

#### **RBP LOANS AND RBUSBR LOANS**

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

#### **LETTER OF CREDIT FEES**

The Borrower shall pay a LC fee on the date of issuance of any LC calculated on the face amount of the LC issued, based upon the number of days in the term and a year of 365 days. If applicable, fees for LCs issued in US currency shall be paid in US currency and fees for LCs issued in any other approved currency shall be paid in Canadian currency.

#### **LETTER OF GUARANTEE FEES**

The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency and fees for LGs issued in any other approved currency shall be paid in Canadian currency.

**Schedule "D"**  
**ADDITIONAL BORROWING CONDITIONS**

**LCs or LGs:**

Borrowings made by way of LCs or LGs will be subject to the following terms and conditions:

- a) each LC and LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LC or LG, the Borrower shall execute a duly authorized application with respect to such LC or LG and each LC and LG shall be governed by the terms and conditions of the relevant application for such contract;
- c) an LC or LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LC or LG has been obtained;
- d) any LC or LG issued under a term facility must have an expiry date on or before the Maturity Date of the term facility, unless otherwise agreed by the Bank; and
- e) if there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LC or LG, the terms of the application for LC or LG shall govern.

**FEF Contracts**

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

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

- a) the Borrower shall promptly issue or countersign and return a confirmation or acknowledgement of the terms of each such FEF Contract as required by the Bank;
- b) the Borrower shall, if required by the Bank, promptly enter into a Foreign Exchange and Options Master Agreement or such other agreement in form and substance satisfactory to the Bank to govern the FEF Contract(s);
- c) in the event of demand for payment under the Agreement of which this schedule forms a part, the Bank may terminate all or any FEF Contracts. If the agreement governing any FEF Contract does not contain provisions governing termination, any such termination shall be effected in accordance with customary market practice. The Bank's determination of amounts owing under any terminated FEF Contract shall be conclusive in the absence of manifest error. The Bank shall apply any amount owing by the Bank to the Borrower on termination of any FEF Contract against the Borrower's obligations to the Bank under the Agreement and any amount owing to the Bank by the Borrower on such termination shall be added to the Borrower's obligations to the Bank under the Agreement and secured by the Security;
- d) the Borrower shall pay all required fees in connection with any FEF Contracts and indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank in relation to any FEF Contract;

- e) any rights of the Bank herein in respect of any FEF Contract are in addition to and not in limitation of or substitution for any rights of the Bank under any agreement governing such FEF Contract. In the event that there is any inconsistency at any time between the terms hereof and any agreement governing such FEF Contract, the terms of such agreement shall prevail;
- f) in addition to any security which may be held at any time in respect of any FEF Contract, upon request by the Bank from time to time, the Borrower will deliver to the Bank such security as is acceptable to the Bank as continuing collateral security for the Borrower's obligations to the Bank in respect of FEF Contracts; and
- g) the Borrower will enter each FEF Contract as principal, and only for purposes of hedging currency risk arising in the ordinary course of the Borrower's business and not for purposes of speculation. The Borrower understands and hereby acknowledges the risks associated with each FEF Contract, including those disclosed by the Bank in the attached Risk Disclosure Statement received by the Borrower.

**FOREIGN EXCHANGE FORWARDS  
RISK DISCLOSURE STATEMENT**

The Borrower should only enter into over-the-counter foreign exchange forward contracts or variations thereof ("**FX Forwards**") if it has sufficient knowledge and experience to evaluate them and if it understands, acknowledges and is capable of assuming all of the risks associated with them, including those described below.

**Market or Price Risk.** FX Forwards involve market or price risk. At any given time after execution but prior to maturity, an FX Forward will have a market value which may be greater or less than the market value the FX Forward had at the time of execution. Accordingly, if the Borrower wishes to reverse or close-out an FX Forward prior to maturity, there may be a resulting gain or loss to the Borrower. Such gain or loss could be substantial depending on the terms of the FX Forward and market conditions, which can change continuously and rapidly.

**Absence of Advisory Relationship.** While Royal Bank of Canada ("**RBC**") may comment on a variety of topics in conversation with the Borrower, the Borrower should not assume that RBC is acting in an advisory capacity unless RBC expressly indicates otherwise. All information provided by RBC should be evaluated by the Borrower independently of RBC. This includes not only information about market conditions and trends but also any information about the legal, regulatory, tax, accounting and credit issues generated by FX Forwards.

**This Risk Disclosure Statement does not purport to disclose all of the risks and material considerations associated with FX Forwards, and neither this Risk Disclosure Statement, nor any other document provided by RBC, should be construed as legal, tax, investment or business advice or counsel.**

**Schedule "G"**  
**BORROWING LIMIT CERTIFICATE**

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

1. I am familiar with and have examined the provisions of the Agreement dated September 11, 2018 and any amendments thereto, between Scraport Inc., as Borrower, and Royal Bank of Canada, as the Bank and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings where used in this certificate.

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

Total Canadian/US Accounts Receivable		\$ _____
Less:	a) Accounts, any portion of which exceeds 90 days	\$ _____
	b) Accounts due from affiliates	\$ _____
	c) "Under 90 days" accounts where collection is suspect	\$ _____
	d) Accounts subject to prior encumbrances	\$ _____
	e) Holdbacks, contra-accounts or rights of set-off	\$ _____
	f) Accounts included elsewhere in the Borrowing Limit calculation	\$ _____
	g) Other ineligible accounts	\$ _____
Plus:	h) Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, or which the Bank has designated as nevertheless good	\$ _____
Good Canadian/US Accounts Receivable		A \$ _____
Marginable Good Canadian/US Accounts Receivable at 75% of A		B \$ _____
Total inventory for the Borrower and National Recycling Inc. (valued at lesser of cost or net realizable value)		\$ _____
Less:	a) Inventory subject to prior encumbrances	\$ _____
	b) Inventory subject to 30 day supplier payables	\$ _____
	c) Other non qualifying inventory	\$ _____
Unencumbered Inventory		C \$ _____
Marginable Unencumbered Inventory at 50% of C (Max \$1,000,000.00)		D \$ _____
Less:	Potential Prior-Ranking Claims for the Borrower and National Recycling Inc. while not limited to these include:	
	Sales tax, Excise & GST	\$ _____
	Employee source deductions such as E.I., CPP, Income Tax	\$ _____
	Workers Compensation Board	\$ _____
	Wages, Commissions, Vacation Pay	\$ _____
	Unpaid Pension Plan Contributions	\$ _____
	Overdue Rent, Property & Business Tax and potential claims from third parties such as subcontractors	\$ _____
	Other	\$ _____
Total Potential Prior-Ranking Claims		E \$ _____
Borrowing Limit (B+D-E)		\$ _____
Less:	Facility #1 Borrowings	\$ _____
Margin Surplus (Deficit)		\$ _____



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

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

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

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

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

## Schedule "J"

### RBC COVARIETY DASHBOARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule J

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

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

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

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

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

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

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

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

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

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

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

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by

Schedule J

using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

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

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

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

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

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

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

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

#### Schedule J

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

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

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

# Tab G

THIS IS EXHIBIT "G" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019



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A Commissioner for taking affidavits

P14458



Royal Bank of Canada  
General Security Agreement

SRF: 316854066  
Borrower: NATIONAL RECYCLING INC.

1181 DAVIS DR  
2ND FLR  
NEWMARKET  
ONTARIO  
L4K 4M3  
CA

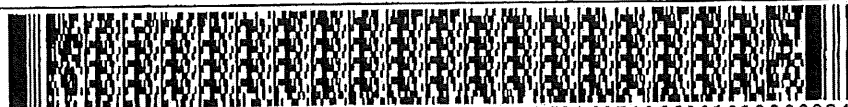
## 1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

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(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

## 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

## 4. COVENANTS OF THE DEBTOR

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

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

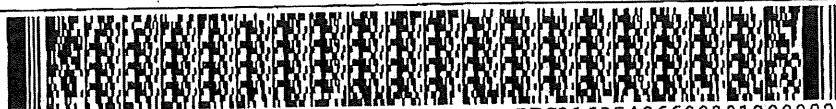
(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

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- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

## 5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

## 6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

## 7. COLLECTION OF DEBTS

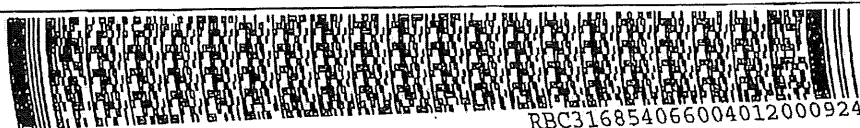
Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

## 8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

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Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

## 9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

## 10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held inappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

## 11. EVENTS OF DEFAULT

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

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

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representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

## 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

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Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

#### 14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

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

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

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

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

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

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

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RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## 15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

### BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR NATIONAL RECYCLING INC.			
ADDRESS OF BUSINESS DEBTOR 5 COPPER RD	CITY BRAMPTON	PROVINCE ONTARIO	POSTAL CODE L6T4W5

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 14 day September 2018

NATIONAL RECYCLING INC.

Ju R PAIR ROHMAN  
WITNESSES

IRFAN RAHMAN Seal

IRFAN RAHMAN  
WITNESSES

Ju R PAIR ROHMAN Seal

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**SCHEDULE "A"**

**(ENCUMBRANCES AFFECTING COLLATERAL)**

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## **SCHEDULE "B"**

### **1. Locations of Debtor's Business Operations**

5 COPPER RD,  
BRAMPTON  
ONTARIO  
CA  
L6T4W5

### **2. Locations of Records relating to Collateral**

5 COPPER RD,  
BRAMPTON  
ONTARIO  
CA  
L6T4W5

### **3. Locations of Collateral**

5 COPPER RD,  
BRAMPTON  
ONTARIO  
CA  
L6T4W5

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**SCHEDULE "C"**  
**(DESCRIPTION OF PROPERTY)**

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# Tab H

THIS IS EXHIBIT "H" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019



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A Commissioner for taking affidavits

P14458



Royal Bank of Canada  
General Security Agreement

SRF: 331786525  
Borrower: SCRAPORT INC.

1181 DAVIS DR  
2ND FLR  
NEWMARKET  
ONTARIO  
L4K 4M3  
CA

## 1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

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(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

## 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

## 4. COVENANTS OF THE DEBTOR

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

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

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representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

## 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

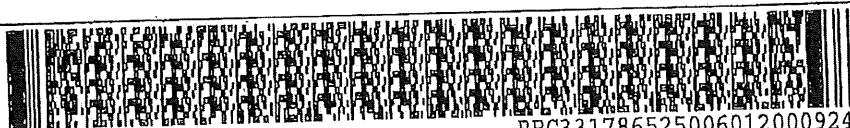
(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

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Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

#### 14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

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

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

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

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

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

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

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RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## 15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

### BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR SCRAPORT INC.			
ADDRESS OF BUSINESS DEBTOR 1 PROLOGIS BLVD.	CITY MISSISSAUGA	PROVINCE ONTARIO	POSTAL CODE L5W1N3

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 14 day September, 2018

SCRAPORT INC.  
[Signature] FAIZ RAHMAN (Seal)  
WITNESSES IRFAN RAHMAN  
[Signature] FAIZ RAHMAN  
WITNESSES IRFAN RAHMAN (Seal)

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**SCHEDULE "A"**  
**(ENCUMBRANCES AFFECTING COLLATERAL)**

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## **SCHEDULE "B"**

### **1. Locations of Debtor's Business Operations**

1 PROLOGIS BLVD.  
MISSISSAUGA  
ONTARIO  
CA  
L5W1N3

### **2. Locations of Records relating to Collateral**

1 PROLOGIS BLVD.  
MISSISSAUGA  
ONTARIO  
CA  
L5W1N3

### **3. Locations of Collateral**

1 PROLOGIS BLVD.  
MISSISSAUGA  
ONTARIO  
CA  
L5W1N3

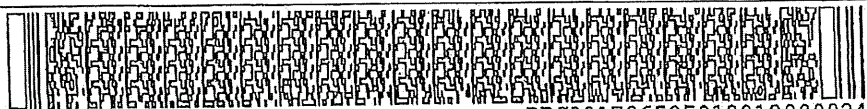
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**SCHEDULE "C"**  
**(DESCRIPTION OF PROPERTY)**

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# Tab I



THIS IS EXHIBIT "I" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019

  
\_\_\_\_\_  
A Commissioner for taking affidavits

P14458

## GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **SCRAPORT INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities").

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

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

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

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

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

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

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

(Applicable  
in all  
P.P.S.A.  
Provinces  
except  
Ontario.)

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

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this September 14, 2018  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

2139483 ALBERTA LTD.

Witness Signature :

Name:

Witness Signature :

Name:

Witness Signature :

Name:

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

Full name and address

4688 Taylor Rd., Boyle, AB, T0A 0M0  
2139483 Alberta LTD.

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

### THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature

(Guarantor to sign in presence of Barrister and Solicitor)

### STATEMENT OF GUARANTOR

I am the person named in the certificate

\_\_\_\_\_  
Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

### THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31)

### CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY  
PUBLIC SIGNS CERTIFICATE)

\_\_\_\_\_  
A LAWYER OR A NOTARY PUBLIC IN AND FOR

### STATEMENT OF GUARANTOR

I am the person named in the certificate

\_\_\_\_\_  
Signature of Guarantor

2139483 ALBERTA LTD. (the "Guarantor")

**RESOLUTION OF DIRECTORS**

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to **SCRAPORT INC.** (the "Customer") in connection with its borrowings, both present and future, from **ROYAL BANK OF CANADA** (the "Bank").

**NOW THEREFORE BE IT DULY RESOLVED**

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank.
2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.
3. THAT the Guarantee and Postponement of Claim upon the Bank's form, a copy of which has been submitted to this meeting, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by

IREAN RAHMAN PRESIDENT

(IDENTIFY BY NAME AND TITLE)

and

FAN RAHMAN PROJECT DIRECTOR

(IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee and Postponement of Claim/Suretyship and Subordination of Claims so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. That a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

**CERTIFICATE**

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constituting documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this September 14, 2018  
(MONTH) (DAY) (YEAR)

as witness, where required by law, under the corporate seal

(FOR BANK USE ONLY)

INITIALS

Prepared by  
SB

Checked by

(Corporate Seal where required by law)

FAN RAHMAN  
 Secretary

# Tab J

THIS IS EXHIBIT "J" TO THE AFFIDAVIT

OF ROBERT FICK SWORN BEFORE ME

ON THIS 8<sup>TH</sup> DAY OF JULY, 2019



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A Commissioner for taking affidavits

P14458



## GUARANTEE AND POSTPONEMENT OF CLAIM

### TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **NATIONAL RECYCLING INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities").

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

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

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

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

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

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

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

(Applicable  
in all  
P.P.S.A.  
Provinces  
except  
Ontario.)

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

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 09 25 2018  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature :

Name:

Witness Signature :

Name:

Witness Signature :

Name:

2139483 ALBERTA LTD.

FAIZ RAHMAN SECRETARY

Irfan Rahman, President

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

Full name and address

2139483 ALBERTA LTD.

1 PROLOGIS BLVD. MISSISSAUGA, ONTARIO L5W1N3

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

### THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature

(Guarantor to sign in presence of Barrister and Solicitor)

### STATEMENT OF GUARANTOR

I am the person named in the certificate

\_\_\_\_\_  
Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

### THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31)

### CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

\_\_\_\_\_  
A LAWYER OR A NOTARY PUBLIC IN AND FOR

### STATEMENT OF GUARANTOR

I am the person named in the certificate

\_\_\_\_\_  
Signature of Guarantor

2139483 ALBERTA LTD. (the "Guarantor")

## RESOLUTION OF DIRECTORS

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to NATIONAL RECYCLING INC. (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank").

## NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank.
2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.
3. THAT the Guarantee and Postponement of Claim upon the Bank's form, a copy of which has been submitted to this meeting, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by Irhan Nahmen, President  
(IDENTIFY BY NAME AND TITLE)

and Faiz Nahmen, Secretary  
(IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee and Postponement of Claim/Suretyship and Subordination of Claims so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. That a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

## CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constating documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this 09 25 2013 as witness, where required by law, under the corporate seal of the Guarantor.  
(MONTH) (DAY) (YEAR)

(FOR BANK USE ONLY)	
INITIALS	
Prepared by	Checked by

(Corporate Seal where required by law)

[Signature]  
Secretary

# Tab K

THIS IS EXHIBIT "K" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

P14458



**Royal Bank of Canada**  
**General Security Agreement**

SRF: 316854066  
Borrower: NATIONAL RECYCLING INC.

1181 DAVIS DR  
2ND FLR  
NEWMARKET  
ONTARIO  
L4K 4M3  
CA

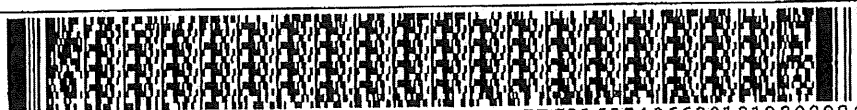
## 1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

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(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

## 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

## 4. COVENANTS OF THE DEBTOR

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

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

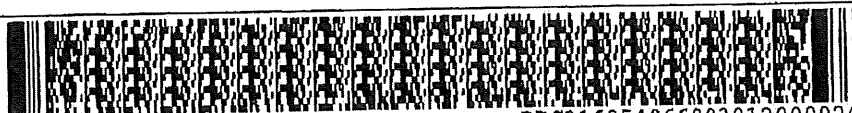
(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

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- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

## 5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

## 6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

## 7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

## 8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

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Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

## 9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

## 10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held inappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

## 11. EVENTS OF DEFAULT

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

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

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representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

## 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

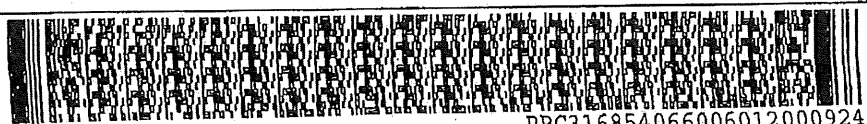
(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

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Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

#### 14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

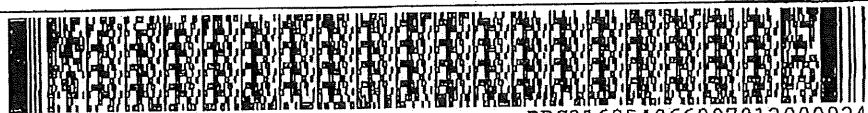
(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

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

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

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

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

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

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

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RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## 15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

### BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR 2139483 ALBERTA LTD.			
ADDRESS OF BUSINESS DEBTOR 1 PROLOGIS BLVD.	CITY MISSISSAUGA	PROVINCE ONTARIO	POSTAL CODE L5W1N3

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 14 day September 2018

2139483 ALBERTA LTD.

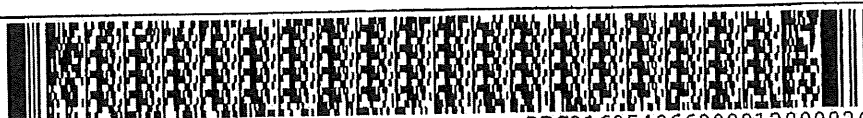
WITNESSES [Signature]

[Signature] Irfan RAHMAN (Seal)

WITNESSES [Signature]

[Signature] FAIZ RAHMAN (Seal)

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**SCHEDULE "A"**  
**(ENCUMBRANCES AFFECTING COLLATERAL)**

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## **SCHEDULE "B"**

### **1. Locations of Debtor's Business Operations**

4688 TAYLOR ROAD,  
BOYLE  
ALBERTA  
CA  
T0A0M0

### **2. Locations of Records relating to Collateral**

4688 TAYLOR ROAD,  
BOYLE  
ALBERTA  
CA  
T0A0M0

### **3. Locations of Collateral**

4688 TAYLOR ROAD,  
BOYLE  
ALBERTA  
CA  
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RBC316854066011012000924

**SCHEDULE "C"**  
**(DESCRIPTION OF PROPERTY)**

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RBC316854066012012000924

# Tab L

THIS IS EXHIBIT "L" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019



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A Commissioner for taking affidavits

P14458

## GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by SCRAPORT INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities").

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

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

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

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

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

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

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

(Applicable  
in all  
P.P.S.A.  
Provinces  
except  
Ontario.)

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

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this Sep 21, 2018  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

NATIONAL RECYCLING INC.

Witness Signature:

Name:

Witness Signature:

Name:

Witness Signature:

Name:

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

Full name and address

* IRFAN RAHMAN - 7897 Old church Road, Caledon, ON - L7E-0P5
* FAIZ RAHMAN 6161 OSPREY BLVD. MISSISSAUGA, ONT L6N-5W1



(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

# THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) National Recycling Inc, the guarantor in the guarantee dated Sep 20, 2018 made between ROYAL BANK OF CANADA and Scraport, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_.

Signature

(Guarantor to sign in presence of Barrister and Solicitor)

## STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

## THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31)

### CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

## STATEMENT OF GUARANTOR,

I am the person named in the certificate

Signature of Guarantor

NATIONAL RECYCLING INC. (the "Guarantor")

## RESOLUTION OF DIRECTORS

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to SCRAPORT INC. (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank").

## NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank.
2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.
3. THAT the Guarantee and Postponement of Claim upon the Bank's form, a copy of which has been submitted to this meeting, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by

IRFAN RAHMAN (PRESIDENT)

(IDENTIFY BY NAME AND TITLE)

and

FAIZ RAHMAN (Project Director)

(IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee and Postponement of Claim/Suretyship and Subordination of Claims so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. That a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

## CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constituting documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this \_\_\_\_\_ (MONTH) (DAY) (YEAR) of the Guarantor.

as witness, where required by law, under the corporate seal

(FOR BANK USE ONLY)

INITIALS

Prepared by  
SB

Checked by

(Corporate Seal where required by law)

*[Signature]* FAIZ RAHMAN \*  
Secretary

# Tab M

THIS IS EXHIBIT "M" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019



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A Commissioner for taking affidavits

P14458

## GUARANTEE AND POSTPONEMENT OF CLAIM

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **NATIONAL RECYCLING INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities").

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

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

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

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

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

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

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

(Applicable  
in all  
P.P.S.A.  
Provinces  
except  
Ontario.)

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

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 09 / 25 / 2018  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature :

Name:

Witness Signature :

Name:

Witness Signature :

Name:

SCRAPORT INC.

FAIZ RAHMAN SECRETARY

Irfaan Rahman, President

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

Full name and address
SCRAPORT INC.
4688 TAYLOR ROAD BOYLE, ALBERTA T0A0M0

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

## THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature

(Guarantor to sign in presence of Barrister and Solicitor)

### STATEMENT OF GUARANTOR

I am the person named in the certificate

\_\_\_\_\_  
Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

## THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31)

### CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY  
PUBLIC SIGNS CERTIFICATE)

\_\_\_\_\_  
A LAWYER OR A NOTARY PUBLIC IN AND FOR

### STATEMENT OF GUARANTOR

I am the person named in the certificate

\_\_\_\_\_  
Signature of Guarantor



SCRAPORT INC. (the "Guarantor")

## RESOLUTION OF DIRECTORS

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to NATIONAL RECYCLING INC. (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank").

NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank.
2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.
3. THAT the Guarantee and Postponement of Claim upon the Bank's form, a copy of which has been submitted to this meeting, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by Irfan Rahman, President  
(IDENTIFY BY NAME AND TITLE)

and Faiz Rahman, Secretary  
(IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee and Postponement of Claim/Suretyship and Subordination of Claims so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. That a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

## CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constating documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this 09 / 25 / 2018 as witness, where required by law, under the corporate seal  
(MONTH) (DAY) (YEAR)

(FOR BANK USE ONLY)	
INITIALS	
Prepared by	Checked by

(Corporate Seal where required by law)

Faiz Rahman  
Secretary

**Tab N**

THIS IS EXHIBIT "N" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>TH</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

P14458



Royal Bank of Canada  
Guarantee and Postponement of Claim

SRF: 316854066  
Borrower: NATIONAL RECYCLING INC.

1181 DAVIS DR  
2ND FLR  
NEWMARKET  
ONTARIO  
L4K 4M3  
CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **NATIONAL RECYCLING INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,423,500.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

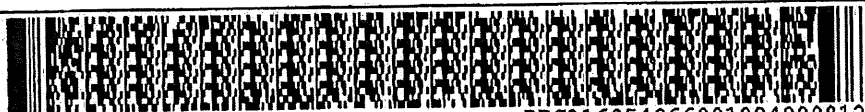
AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

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

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

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

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

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

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

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

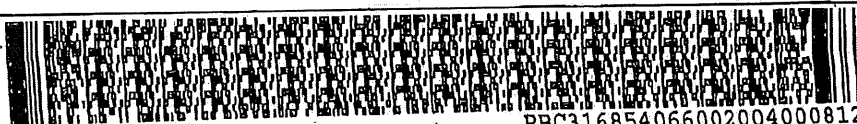
(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents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

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

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

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

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

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

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

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

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

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

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

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

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EXECUTED this

September 14, 2018  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

IRFAN RAHMAN  
Witness Signature: [Signature]

Name:

Stephen Scott

FAIZ RAHMAN  
Witness Signature: [Signature]

Name:

Stephen Scott

[Signature]  
FAIZ RAHMAN

[Signature]  
IRFAN RAHMAN

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

Full name and address

FAIZ RAHMAN  
6161 OSPREY BOULEVARD  
MISSISSAUGA  
ONTARIO  
L5N 5W1  
CA

IRFAN RAHMAN  
1028 SYDENHAM LANE  
MILTON  
ONTARIO  
L9T 8J2  
CA

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# Tab 0



THIS IS EXHIBIT "O" TO THE AFFIDAVIT

OF ROBERT FICK SWORN BEFORE ME

ON THIS 8<sup>th</sup> DAY OF JULY, 2019

  
\_\_\_\_\_  
A Commissioner for taking affidavits

P14458



Royal Bank of Canada  
Guarantee and Postponement of Claim

SRF: 331786525  
Borrower: SCRAPORT INC.

1181 DAVIS DR  
2ND FLR  
NEWMARKET  
ONTARIO  
L4K 4M3  
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **SCRAPORT INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,300,000.00** together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate plus 5.00 percent per annum as well after as before default and judgment.

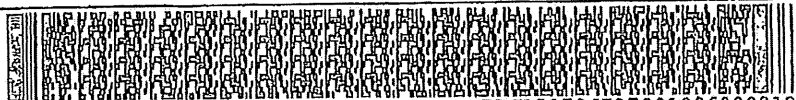
AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

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

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

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

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

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

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

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

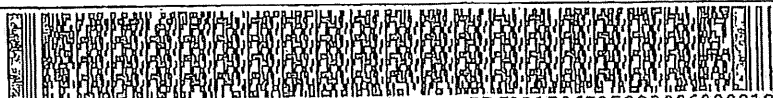
(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank, shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents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

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

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

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

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

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

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

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

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

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

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

(Applicable in all  
P.P.S.A.  
except Ontario)

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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RBC331786525003006000812

EXECUTED this September 14 2018  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature:

IRFAN RAHMAN  
Stephen Scott

FAIZ RAHMAN

Name:

Witness Signature:

FAIZ RAHMAN  
Stephen Scott

IRFAN RAHMAN

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

Full name and address

FAIZ RAHMAN  
6161 OSPREY BOULEVARD  
MISSISSAUGA  
ONTARIO  
L5N 5W1  
CA

IRFAN RAHMAN  
1028 SYNDENHAM LANE  
MILTON  
ONTARIO  
L9T 8J2  
CA

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RBC33178652500400600812

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be  
completed  
only when  
the  
guarantor is  
not a  
corporation)


## THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) FAIZ RAHMAN, the guarantor in the guarantee dated Sept 17/2019 made between ROYAL BANK OF CANADA and FAIZ RAHMAN and IRFAN RAHMAN, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

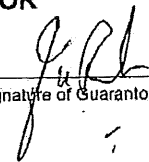
CERTIFIED by Nicholas C. Badar Barrister and Solicitor at the City of Mississauga in the Province of Ontario, this 28<sup>th</sup> day of Sept, 2019.

  
Signature

(Guarantor  
to sign in  
presence  
of  
Barrister  
and  
Solicitor)

### STATEMENT OF GUARANTOR

I am the person named in the certificate

  
Signature of Guarantor  
FAIZ RAHMAN

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be  
completed  
only when  
the  
guarantor is  
not a  
corporation)

## THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) IRFAN RAHMAN, the guarantor in the guarantee dated Sept 14/2016 made between ROYAL BANK OF CANADA and FAIZ RAHMAN and IRFAN RAHMAN, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.


CERTIFIED by Nicholas C. Bader, Barrister and Solicitor at the City of Mississauga, in the Province of Alberta, this 23<sup>rd</sup> day of Sept, 2016.  
Ontario

  
Signature

(Guarantor  
to sign in  
presence  
of  
Barrister  
and  
Solicitor)

### STATEMENT OF GUARANTOR

I am the person named in the certificate

  
Signature of Guarantor

Irfa Rahman

Please do not write in this area




RBC331786525006006000812

# Tab P



THIS IS EXHIBIT "P" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019

  
\_\_\_\_\_  
A Commissioner for taking affidavits

P14458



Royal Bank of Canada  
Guarantee and Postponement of Claim

SRF: 316854066  
Borrower: NATIONAL RECYCLING INC.

1181 DAVIS DR  
2ND FLR  
NEWMARKET  
ONTARIO  
L4K 4M3  
CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **NATIONAL RECYCLING INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,423,500.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

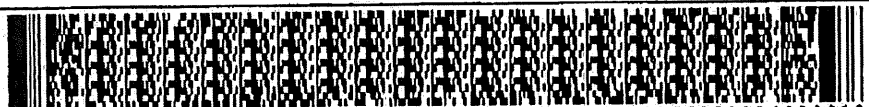
AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

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

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

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

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

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

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

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

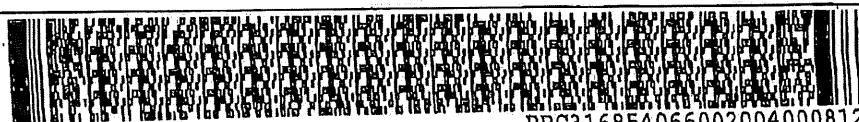
(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents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

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

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

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

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

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

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

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

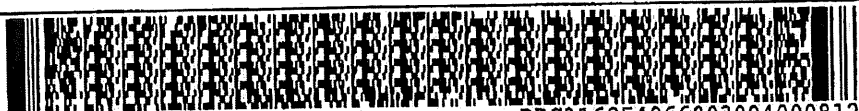
(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

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

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

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

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EXECUTED this

September 14, 2018  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature:

Name:

Witness Signature:

Name:

Fah  
FAIZ RAHMAN

Irfan  
IRFAN RAHMAN

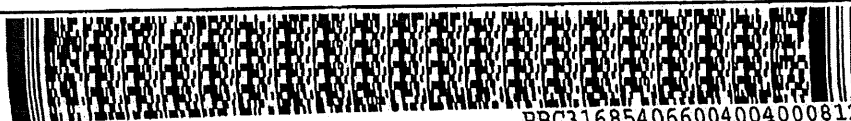
Insert the full name and address of Guarantor (Undersigned above).

Full name and address

FAIZ RAHMAN  
6161 OSPREY BOULEVARD  
MISSISSAUGA  
ONTARIO  
L5N 5W1  
CA

IRFAN RAHMAN  
1028 SYDENHAM LANE  
MILTON  
ONTARIO  
L9T 8J2  
CA

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# Tab Q

THIS IS EXHIBIT "Q" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

P14458



Royal Bank of Canada  
Guarantee and Postponement of Claim

SRF: 331786525  
Borrower: SCRAPORT INC.

1181 DAVIS DR  
2ND FLR  
NEWMARKET  
ONTARIO  
L4K 4M3  
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **SCRAPORT INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,300,000.00** together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate plus **5.00 percent per annum** as well after as before default and judgment.

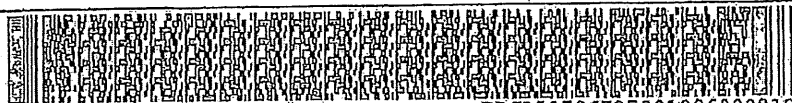
AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please do not write in this area



RBC331786525003006000812

EXECUTED this September 14 2018  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature:

IRFAN RAHMAN  
Stephen Scott

FAIZ RAHMAN

Name:

Witness Signature:

FAIZ RAHMAN  
Stephen Scott

IRFAN RAHMAN

Name:

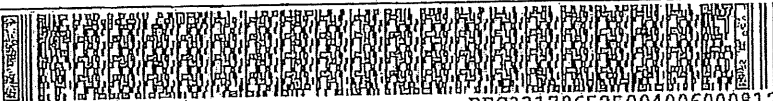
Insert the full name and address of Guarantor (Undersigned above).

Full name and address

FAIZ RAHMAN  
6161 OSPREY BOULEVARD  
MISSISSAUGA  
ONTARIO  
L5N 5W1  
CA

IRFAN RAHMAN  
1028 SYDENHAM LANE  
MILTON  
ONTARIO  
L9T 8J2  
CA

Please do not write in this area



RBC331786525004006000812

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be  
completed  
only when  
the  
guarantor is  
not a  
corporation)


## THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) FAIZ RAHMAN, the guarantor in the guarantee dated Sept 14/2019 made between ROYAL BANK OF CANADA and FAIZ RAHMAN and IRFAN RAHMAN, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

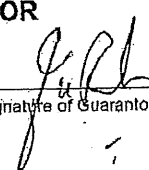
CERTIFIED by Nicholas C. Badar Barrister and Solicitor at the City of Mississauga in the Province of Alberta, this 28<sup>th</sup> day of Sept, 2019.  
012270

  
Signature

(Guarantor  
to sign in  
presence  
of  
Barrister  
and  
Solicitor)

### STATEMENT OF GUARANTOR

I am the person named in the certificate

  
Signature of Guarantor

FAIZ RAHMAN

Please do not write in this area



RBC331786525005006000812

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be  
completed  
only when  
the  
guarantor is  
not a  
corporation)

## THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) IRFAN RAHMAN, the guarantor in the guarantee dated Sept 14/2016 made between ROYAL BANK OF CANADA and FAIZ RAHMAN and IRFAN RAHMAN, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

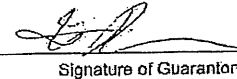
CERTIFIED by Nicholas C. Bader, Barrister and Solicitor at the City of Mississauga, in the Province of Ontario, this 28th day of Sept, 2016.

  
Signature

(Guarantor  
to sign in  
presence  
of  
Barrister  
and  
Solicitor)

## STATEMENT OF GUARANTOR

I am the person named in the certificate

  
Signature of Guarantor

Irfan Rahman

Please do not write in this area



RBC331786525006006000812

# Tab R

THIS IS EXHIBIT "R" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019

  
\_\_\_\_\_  
A Commissioner for taking affidavits

P14458

COURT FILE NUMBER

1921-08253

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

SHIFT CONNECT LTD.

RESPONDENTS

NATIONAL RECYCLING INC., SCRAPORT INC., UZMA RAHMAN, IRFAN RAHMAN, SHAMA RAHMAN, FAIZ RAHMAN, FAIZ RAHMAN HOLDINGS INC. AND IRFAN RAHMAN HOLDINGS INC.

DOCUMENT

ORIGINATING APPLICATION OF SHIFT CONNECT LTD.

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP

2400, 525 – 8 Avenue SW

Calgary, Alberta T2P 1G1

Lawyer: Andrew Sunter / Kylan Kidd

Phone Number: (403) 260-0283 / 260-0109

Fax Number: (403) 260-0332

Email Address: asunter@bdplaw.com / kkidd@bdplaw.com

File No. 64986-4

### NOTICE TO RESPONDENTS

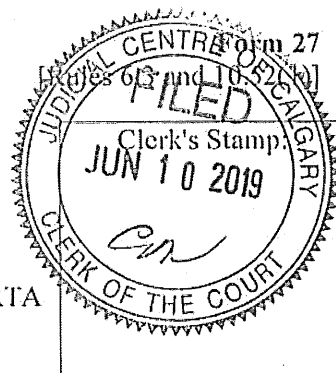
This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

DATE	<u>June 10, 2019</u>
TIME	<u>10:00 am</u>
WHERE	<u>Calgary Courts Centre</u>
BEFORE WHOM	<u>Justice J.T. McCarthy</u>

Go to the end of this document to see what else you can do and when you must do it.





**Remedy claimed or sought:**

1. The Applicant, SHiFT Connect Ltd. (SHiFT), seeks:

- (a) A pre-judgment attachment Order (the Attachment Order) pursuant to sections 17 and 18 of the *Civil Enforcement Act*, R.S.A. 2000, c. C-15 (the *CEA*):
  - (i) Prohibiting those branches of Canadian Imperial Bank of Canada (CIBC) served with a copy of the Attachment Order from disbursing or dealing with funds up to a total of CAD\$2,937,885 (the SHiFT Funds) located in either of the following bank accounts:
    - (A) NRI's Canadian dollar bank account with CIBC bearing Transit Number 03552 and Account Number 5162114 (the **Canadian Dollar Account**), and
    - (B) NRI's US dollar bank account with CIBC bearing Transit Number 03552 and Account Number 0229113 (the **US Dollar Account**);
  - (ii) Prohibiting any of the Respondents from in any way dealing with, converting, transferring, disposing of or dissipating, or assisting any other person or entity, from dealing with, converting, transferring, disposing of or dissipating any of the SHiFT Funds, or any "exigible property" (used herein as defined in the *CEA*) that was in any way purchased, obtained or secured by any of the Respondents using any portion of the SHiFT Funds; and
  - (iii) Prohibiting any other person or entity with notice of the Attachment Order from in any way dealing with, converting, transferring, disposing of or dissipating, or assisting any other person or entity in dealing with, converting, transferring, disposing of or dissipating any of the SHiFT Funds;
- (b) An Order that the Attachment Order shall remain in effect for 21 days from the date the Attachment Order is granted, at which point the Attachment Order will expire unless it is extended on an application on notice to the Respondents;
- (c) Orders ancillary to and required to give effect to the Attachment Order pursuant to section 17(3)(g) of *CEA*, including but not limited to:
  - (i) Requiring those branches of CIBC served with a copy of the Attachment Order to deliver to counsel for SHiFT all of the 2019 bank statements for the Canadian Dollar Account and the US Dollar Account within 48 hours of service of the Attachment Order;
  - (ii) Requiring the Respondents to deliver to counsel for SHiFT all records in their possession or control regarding the location and status of the SHiFT Funds, or any eligible property purchased, obtained, or secured using any portion of the SHiFT Funds, within 48 hours of service of the Attachment Order on them; and
  - (iii) Requiring the Respondents to deliver to counsel for SHiFT the transit numbers and account numbers for any bank accounts, investment accounts or other accounts that NRI and Seraport Inc. (Seraport) have at any financial or other

institution, or have had at any financial or other institution within the past six months, within 48 hours of service of the Attachment Order on them;

- (d) An Order that no notice of this application was required to be served on any party pursuant to section 18 of the *CEA*;
- (e) Costs of this application on a solicitor-client, full indemnity basis or on such other basis as this Honourable Court directs; and
- (f) Such further and other relief as to this Honourable Court deems just.

#### **Grounds for making this application:**

##### *The parties*

- 2. The Applicant, SHiFT, is an Alberta corporation with its head office in Calgary. SHiFT's business involves servicing the foreign exchange and payment needs of Canadian companies with foreign payables and/or receivables.
- 3. The Respondent, NRI, is an Ontario corporation with a registered office in Brampton, Ontario. NRI's business has historically involved collecting and refining scrap metal in Canada and selling that metal in the United States to be converted to steel.
- 4. The Respondent, Scraport, is an Alberta corporation with a registered office in Edmonton. At all relevant times, Scraport has had the same directors and shareholders as NRI.
- 5. The Respondent, Faiz Rahman Holdings Inc. (**Faiz Holdings**), is an Ontario corporation with a registered office in Brampton, Ontario. Faiz Holdings is a 40% shareholder of NRI and a 50% shareholder of Scraport.
- 6. The Respondent, Irfan Rahman Holdings Inc. (**Irfan Holdings**), is an Ontario corporation with a registered office in Brampton, Ontario. Irfan Holdings is a 60% shareholder of NRI and a 50% shareholder of Scraport.
- 7. The Respondent, Faiz Rahman (**Faiz**), is an Ontario resident. Faiz is a director of NRI and Scraport.
- 8. The Respondent, Irfan Rahman (**Irfan**), is an Ontario resident. Irfan is a director of NRI and Scraport.
- 9. The Respondent, Uzma Rahman (**Uzma**), is an Ontario resident. Uzma is employed as a Shipping Coordinator at NRI and personally placed the trades that resulted in the taking of the SHiFT Funds.
- 10. The Respondent, Shama Rahman (**Shama**), is an Ontario resident and an employee of NRI.

##### *The Transactions*

- 11. This matter concerns two foreign exchange transactions that NRI placed with SHiFT on May 30 and 31, 2019, totalling CAD\$2,937,885 (or USD\$2,190,000) (i.e., the amount of the SHiFT Funds). Specifically:

- (a) On May 30, 2019, Uzma contacted SHiFT and proposed and agreed to sell SHiFT USD\$1,095,000 in return for Canadian funds at an exchange rate of 1.3411 (the **First Transaction**). SHiFT then authorized a pre-authorized debit in the amount of USD\$1,095,000 from the US Dollar Account and made a direct deposit of a cheque in the amount of CAD\$1,468,504.50 to the Canadian Dollar Account to complete the transaction; and
  - (b) On May 31, 2019, Uzma again contacted SHiFT and proposed and agreed to sell SHiFT USD\$1,095,000 in return for Canadian funds at an exchange rate of 1.3419 (the **Second Transaction**, and together with the First Transaction, the **Transactions**). Again, SHiFT authorized a pre-authorized debit in the amount of USD\$1,095,000 from the US Dollar Account and made a direct deposit of a cheque in the amount of CAD\$1,469,380.50 to the Canadian Dollar Account to complete the transaction.
12. On June 5, 2019, SHiFT became aware that NRI's pre-authorized debit of USD\$1,095,000 in connection with the First Transaction had been rejected due to non-sufficient funds (NSF) in the US Dollar Account.
  13. On June 6, 2019, SHiFT became aware that NRI's pre-authorized debit of USD\$1,095,000 in connection with the Second Transaction had also been rejected due to NSF in the US Dollar Account.
  14. As a result of these pre-authorized debits going NSF, SHiFT was out of pocket CAD\$2,937,885 (i.e., NRI held the SHiFT Funds but had not paid SHiFT anything for these Funds).
  15. The Transactions were the last foreign exchange transactions that NRI placed with SHiFT.
- NRI has failed to return the SHiFT Funds or to explain what is happening with these Funds*
16. On June 5, 2019, SHiFT contacted Uzma at NRI to advise that NRI's pre-authorized debit for the First Transaction had been returned NSF and make inquiries regarding what was happening. Uzma not did not provide SHiFT with any meaningful information on what was happening.
  17. Throughout June 5, 2019, SHiFT continued to expend efforts to determine what had occurred with the Transactions. Eventually, SHiFT was contacted via email by one of NRI's Directors, Irfan, and advised that NRI was having issues with its accounts and that it was working through those issues with professionals.
  18. Later that same day, SHiFT again tried to contact Uzma and spoke to a representative of NRI who explained that NRI had transitioned its Alberta business to Scraport. The representative also indicated that the names on NRI's bank accounts may have changed due to the transition. No one at NRI had ever informed SHiFT of these developments, nor was SHiFT aware that NRI had transitioned to Scraport when it completed the Transactions.
  19. On June 6, 2019, SHiFT again tried to resolve the issue of the non-payment of the SHiFT Funds by making various attempts to contact Irfan and other representatives of NRI. Eventually, Irfan called SHiFT. During the call, Irfan refused to return the SHiFT Funds at that time or provide a meaningful explanation of what was going on. Rather, SHiFT's efforts to resolve the matter or receive answers were avoided, unsatisfactorily answered and put off to another day.

20. Since this phone call, NRI has failed to engage in any further communications with SHiFT or to respond to SHiFT's inquiries.
21. On June 7, 2019, SHiFT discovered through its own personal investigations that NRI appears to have closed its Head Office in Ontario and its Alberta Corporate Office. It appears that it is no longer actively operating its business.
22. To date, NRI has failed or refused to return any portion of the SHiFT Funds or to otherwise pay or compensate SHiFT for the CAD\$2,937,885 or USD\$2,190,000 that it has taken from SHiFT.

*The Attachment Order is necessary and appropriate in the circumstances*

23. Sections 17 and 18 of the *CEA* permit this Court to grant an *ex parte* attachment order where appropriate. An attachment order is appropriate where:
  - (a) The claimant has or is about to commence proceedings in Alberta to establish the claimant's claim;
  - (b) There is a reasonable likelihood that the claimant's claim against the defendant will be established;
  - (c) There are reasonable grounds for believing that the defendant is dealing with the defendant's exigible property, or is likely to deal with that property:
    - (i) Otherwise than for the purpose of meeting the defendant's reasonable and ordinary business or living expenses, and
    - (ii) In a manner that would be likely to seriously hinder the claimant in the enforcement of a judgment against the defendant.
24. SHiFT is about to commence proceedings against all of the Respondents in Alberta to establish SHiFT's claim to the SHiFT Funds. Among other things, SHiFT intends to seek a constructive trust in respect of the SHiFT Funds.
25. There is a reasonable likelihood that SHiFT's claims against the Respondents will be established. In particular, among other things, NRI had a contractual obligation to pay SHiFT a total of USD\$2,190,000 in exchange for the SHiFT Funds on May 30 and 31, 2019, or to return the SHiFT Funds to SHiFT if it failed to do so. Despite NRI's debits going NSF, to date NRI has not returned any of the SHiFT Funds to SHiFT and is therefore currently being unjustly enriched by keeping these funds, with no juristic reason for this enrichment.
26. Based on the Respondents' past behavior and statements, including their repeated failure to tell SHiFT what has happened with the SHiFT Funds, there is a serious concern that the Respondents' intentions are to move the SHiFT Funds so that they can escape NRI's obligation to return the SHiFT Funds to SHiFT.
27. There is a reasonable likelihood that one or more of the Respondents currently holds assets in Alberta (including the SHiFT Funds) but is in the process of dissipating those assets otherwise than for the purpose of meeting its reasonable and ordinary business or living expenses and in a manner that would seriously hinder SHiFT's enforcement of a judgment against NRI or the other Respondents in respect of the SHiFT Funds.

28. In the circumstances, there are reasonable grounds for believing that there is a risk the SHiFT Funds will be dissipated or moved by the Respondents before any judgment in favour of SHiFT is awarded or satisfied.
29. In the event that this Honourable Court grants SHiFT's request for the Attachment Order, SHiFT undertakes to abide by any Order that this Honourable Court may make as to damages if, in the opinion of the Court, the Respondents have sustained any damages by reason of the Attachment Order and such damages ought to be paid by SHiFT.

**Material or evidence to be relied on:**

30. Affidavit of Anthony Dunn sworn on June 9, 2019.
31. Affidavit of Dave Kelcher sworn on June 9, 2019.

**Applicable Rules:**

32. *Alberta Rules of Court*, Alta. Reg. 124/2010, Rules 6.4.

**Applicable Acts and Regulations:**

33. *Civil Enforcement Act*, R.S.A. 2000, c. J-2, ss. 17 and 18.

**Any irregularity complained of or objection relied on:**

34. N/A

**How the application is proposed to be heard or considered:**

35. The Applicant will appear in person and without notice to the Respondents before the Honourable Justice McCarthy in Chambers.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the Applicant a reasonable time before the application is to be heard or considered.

# Tab S

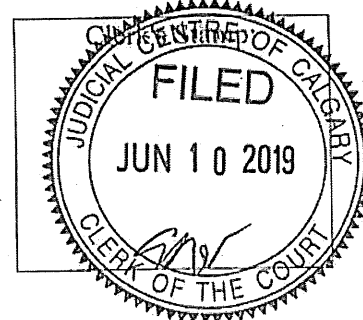
THIS IS EXHIBIT "S" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019



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A Commissioner for taking affidavits

P14458



COURT FILE NUMBER 1901-03053  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT SHIFT CONNECT LTD.  
RESPONDENTS NATIONAL RECYCLING INC., SCRAPORT INC., UZMA RAHMAN,  
IRFAN RAHMAN, SHAMA RAHMAN, FAIZ RAHMAN,  
FAIZ RAHMAN HOLDINGS INC. and IRFAN RAHMAN HOLDINGS  
INC.  
DOCUMENT AFFIDAVIT

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

**Burnet, Duckworth & Palmer LLP**

2400, 525 - 8 Avenue SW

Calgary, Alberta T2P 1G1

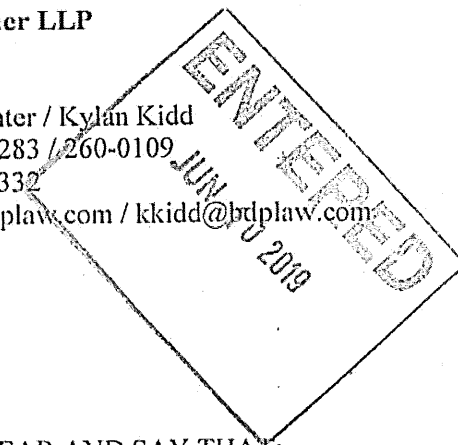
Lawyer: Andrew Sunter / Kylan Kidd

Phone Number: (403) 260-0283 / 260-0109

Fax Number: (403) 260-0332

Email Address: asunter@bdplaw.com / kkidd@bdplaw.com

File No. 64986-4



**AFFIDAVIT OF ANTHONY DUNN**

Sworn on June 9, 2019

I, Anthony Dunn, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am employed as an Account Manager of the Applicant, SHiFT Connect Ltd. (SHiFT). I have been the Account Manager responsible for the foreign exchange transactions placed by National Recycling Inc. (NRI) since about 2008, and personally completed most of the foreign exchange transactions between SHiFT and NRI, including both of the transactions at issue here. As such, I have personal knowledge of the facts discussed in this Affidavit, except where I state that they are based on information and belief, in which case I state the source of that information and believe those facts to be true.
2. This matter concerns two foreign exchange transactions that NRI placed with SHiFT on May 30 and 31, 2019, totalling CAD\$2,937,885—NRI was to sell SHiFT USD\$2,190,000 in exchange for CAD\$2,937,885 from SHiFT (the SHiFT Funds), at an exchange rate of about 1.341. SHiFT gave NRI the SHiFT Funds after making two pre-authorized debits totalling USD\$2,190,000 from NRI's Canadian Imperial Bank of Commerce (CIBC) US dollar bank account in Calgary. However, after SHiFT gave NRI the SHiFT Funds, these pre-authorized debits were rejected by CIBC due to "non-sufficient funds" (NSF) in NRI's bank account. As a result, NRI failed to make the necessary payments to SHiFT for these two trades. Since then, NRI has failed to pay the USD\$2,190,000 owing, return the SHiFT Funds or provide any meaningful explanation of what is happening. NRI



has stopped communicating with SHiFT despite several requests for information by SHiFT. It also now appears that NRI is shutting down its business and/or moving its business to a new company, and had been planning to do so for several months.

3. I don't know what is going on with NRI, but NRI has taken the SHiFT Funds and is currently refusing to return them. I am very concerned that NRI has no real intention of returning them or otherwise paying SHiFT back, and is in the process of moving the SHiFT Funds so they are out of SHiFT's reach.

#### The parties

##### *SHiFT*

4. SHiFT was incorporated in Alberta on August 18, 2017, under the name SHiFT Global Payments Ltd (SHiFT Global). On October 12, 2017, SHiFT Global changed its name to SHiFT. SHiFT's business involves servicing the foreign exchange and payment needs of Canadian companies with foreign payables and/or receivables. A copy of a corporate search for SHiFT is attached as Exhibit A.
5. In late 2017, there was a business combination between SHiFT, Calgary Foreign Exchange Ltd. (Calforex) and Axiom Foreign Exchange. I worked as Head Trader at Calforex until the time of this business combination, at which time I became an employee of SHiFT, where I continue to work.

##### *NRI*

6. My understanding is that NRI is an Ontario company whose main business is collecting and refining scrap metal in Canada and selling that metal in the United States to be converted to steel. A copy of a corporate search for NRI is attached as Exhibit B. This corporate search shows that NRI's two directors are Faiz Rahman and Irfan Rahman. It also appears that these two individuals wholly own NRI through their holding companies, Faiz Rahman Holdings Inc. (FRHI) and Irfan Rahman Holdings Inc. (IRHI).
7. Based on my personal experience with NRI and my review of its website, my understanding is that NRI had a Head Office in Brampton, Ontario, an Alberta Corporate Office in Calgary, and a Processing Facility in Boyle, Alberta. Selected print outs from NRI's website [www.nationalrecycling.ca](http://www.nationalrecycling.ca) are attached as Exhibit C.

##### *Scraport Inc.*

8. I have not had any personal involvement with Scraport Inc. (Scraport). In fact, I was not aware of Scraport until recently in connection with the matters that gave rise to this Affidavit. A copy of a corporate search for Scraport is attached as Exhibit D. This corporate search shows that Scraport's two directors are the same as NRI's—Faiz Rahman and Irfan Rahman. Similarly, these same two individuals appear to wholly own Scraport through their holding companies, FRHI and IRHI. This corporate search shows that Scraport is an Alberta company that was registered on December 7, 2017.
9. I have reviewed Scraport's website [www.scraport.ca](http://www.scraport.ca). The website describes Scraport's business as follows: "Scraport Inc has become one of Northern Alberta's prime full service metal recycling corporations with a 200-acre processing yard strategically located in Boyle, Alberta to service the

oil sands industry." The website identifies Scraport's location as 4688 Taylor Road, Boyle, Alberta, which is the same address as NRI's Processing Facility in Boyle, Alberta, according to NRI's website. Selected print outs from Scraport's website are attached as **Exhibit E**.

#### **Background to the relationship between SHiFT and NRI**

10. I started working with NRI in about 2008 when I was at Calforex. When SHiFT took over Calforex's business in 2017, I became employed by SHiFT. NRI moved its business to SHiFT and I continued to handle its foreign exchange needs. When I first started working with NRI it placed transactions almost weekly with an average transaction size of about USD\$150,000. Recently, the frequency and size of NRI's transactions have increased significantly. Over the past year, NRI placed transactions on an almost daily basis with an average transaction size in excess of USD\$800,000.
11. The relationship between NRI and Calforex was controlled by a Terms of Service agreement (the **Terms of Service**). I understand that when SHiFT took over Calforex's business in late 2017, NRI and SHiFT continued to do business under the same Terms of Service, and that on January 23, 2018, NRI agreed to assign this agreement to SHiFT. A copy of the Terms of Service, as well as other related documents, including NRI's assignment of the agreement to SHiFT, is attached as **Exhibit F**.
12. Section 8.6 of the Terms of Service deals with payments for trades and states, in part:
 

Once a Trade has been finalized and entered into following the Customer's acceptance, the Customer must make each payment or delivery required to be made by it under the terms of the Trade in the Currency, in the amount, on the date and in accordance with the settlement instructions for the Trade, as set out in the related Trade Confirmation.

The Customer must ensure that any bank account from which the Customer payment obligations under a Trade are to be made: (i) is in the name of the Customer; and (ii) contains sufficient cleared funds to settle the Trade on the Value Date for the Trade.

[...]

If the Customer fails to settle the Trade on the Value Date for the Trade, Calgary Foreign Exchange may, without limiting any other remedies that it may have, in its absolute discretion cancel the Trade ... .
13. The individual at NRI that I have had the most personal contact with is Uzma Rahman, who I understand is NRI's Shipping Coordinator. It was usually Uzma who placed NRI's foreign exchange transactions with SHiFT. Uzma and Shama Rahman were the two individuals at NRI authorized to complete foreign exchange transactions with SHiFT.

#### **The two foreign exchange transactions at issue in this matter**

14. There are two foreign exchange transactions at issue in this matter. Neither of these transactions seemed unusual to me when they were placed. At the time, NRI was placing major foreign exchange transactions with SHiFT on almost a daily basis. A copy of NRI's transaction history with SHiFT is attached as **Exhibit G**.

15. First, at 10:01 am MT on May 30, 2019, Uzma of NRI called me and asked to place a foreign exchange trade to sell USD\$1,095,000 to SHiFT in exchange for Canadian funds (the **First Transaction**). Uzma had placed a trade for the same amount for approximately the last 9 business days. I told her that the exchange rate would be 1.3411 and that NRI would therefore get back CAD\$1,468,504.50. Uzma agreed to the trade on those terms. Consistent with usual SHiFT practice, this call was recorded. A transcription of this recording, which I have reviewed and believe to be accurate, is attached as **Exhibit H**. Following this call I sent Uzma a confirmation of the transaction. A copy of this confirmation is attached as **Exhibit I**.
16. After that, to complete the First Transaction, SHiFT's settlements team made a pre-authorized debit for USD\$1,095,000 from NRI's US dollar CIBC bank account. Once that debit was completed, SHiFT direct deposited a cheque for CAD\$1,468,504.50 into NRI's Canadian dollar CIBC bank account to finish the transaction.
17. Second, at 8:26 am MT on May 31, 2019, Uzma called me and asked to place another trade to sell USD\$1,095,000 to SHiFT in exchange for Canadian funds (the **Second Transaction**, and together with the First Transaction, the **Transactions**). I told her that the exchange rate was 1.3419 and that NRI would get back CAD\$1,469,380.50. Uzma agreed to the trade on that basis. A transcription of this recording, which I have reviewed and believe to be accurate, is attached as **Exhibit J**. Following this call I sent Uzma a confirmation of the transaction. A copy of this confirmation is attached as **Exhibit K**.
18. The same process then took place as with the First Transaction. SHiFT's settlements team made a pre-authorized debit for USD\$1,095,000 from NRI's US dollar CIBC account. SHiFT then direct deposited a cheque for CAD\$1,469,380.50 into NRI's Canadian dollar CIBC account to complete the transaction.
19. The details of NRI's CIBC bank accounts that SHiFT is aware of are as follows:
  - (a) NRI's US dollar bank account Transit No. 03552, Account No. 5162114
  - (b) NRI's Canadian dollar bank account Transit No. 03552, Account No. 0229113
20. As of the date of this Affidavit, the Transactions are the last two foreign exchange transactions that NRI has placed with SHiFT, which is unusual given NRI's recent trading history. It appears that NRI has stopped transacting with SHiFT.

**NRI's pre-authorized debits in connection with the Transactions go NSF**

21. Due to the mechanics of how foreign exchange transactions work, SHiFT is necessarily exposed to a risk of non-performance by clients because the cheques it deposits into its clients' accounts are typically cleared and processed the next day, whereas the pre-authorized debits made to its clients' accounts are not cleared and processed for three business days. The amount of a pre-authorized debit will be reflected in SHiFT's bank account the following business day, so it may appear that the debit was good. However, pursuant to the rules of the Canadian Payment Association, if there were not sufficient funds in the client's bank account to satisfy the pre-authorized debit, the client's bank will pull the debit from SHiFT's bank account. As such, SHiFT will not find out if there are sufficient funds in a client's account to cover a pre-authorized debit until a few days after the client has taken SHiFT's money. That is what happened here.

22. At 8:07 am MT on Wednesday, June 5, 2019, I received an email from Katie Hickman, SHiFT's Manager of Payment Solutions, in which she told me that the pre-authorized debit from May 30, 2019 for USD\$1,095,000 from NRI's US dollar CIBC account in connection with the First Transaction had been rejected due to NSF. A copy of the email is attached as **Exhibit L**.
23. The next day, I was told that the pre-authorized debit from May 31, 2019 for USD\$1,095,000 from NRI's US dollar CIBC account in connection with the Second Transaction had also been rejected due to NSF.
24. As a result of these two pre-authorized debits going NSF, NRI was holding the SHiFT Funds—a total of CAD\$2,937,885—that belonged to SHiFT.
25. I had only encountered a potential "NSF" situation with NRI on one prior occasion. On May 25, 2018, Uzma booked a trade to convert USD\$400,000 to Canadian funds. Shortly after placing this trade, Uzma called me back and said that NRI did not yet have the USD\$400,000 in its US dollar CIBC bank account to cover the trade as some of the money it had been expecting had not been received. I instructed Uzma to wire SHiFT the Canadian dollar equivalent of the funds that SHiFT had deposited into NRI's Canadian dollar CIBC bank account in connection with that transaction to make SHiFT whole. She agreed to do so (and NRI did in fact wire this amount to SHiFT). I also told Uzma that going forward, no trade could be placed with SHiFT until NRI had confirmed that it had all of the necessary funds in its US dollar CIBC account to complete the transaction. Uzma agreed to this requirement. As a result of this agreement, Uzma should have been aware of NRI's US dollar CIBC bank account balance before booking the Transactions.
26. As such, I was upset that NRI had not followed this requirement and had placed two major trades with SHiFT when it did not have the funds in its US dollar CIBC account to pay for the SHiFT Funds.

#### **My communications with NRI regarding the NSF pre-authorized debits**

27. I was very concerned when I was informed about the NSF payments given the amount of money at stake, and I immediately called Uzma through NRI's head office number—1(844)790-2828—to find out what was going on. I got through to Uzma and she said "Um...I heard there was some problem with the accounts here and um... I have no clue". She told me that she would find out what was happening and give me an answer. I told her that I needed to hear back from her that day as this was over a million dollars. I had not yet been told that the pre-authorized debit for the Second Transaction had also gone NSF, and so I asked Uzma whether there would also be a problem with that pre-authorized debit. She said she would find out. A transcription of the audio recording of this call, which I have reviewed and believe to be accurate, is attached as **Exhibit M**.
28. Later that morning I sent Uzma a follow up email and asked if she had an update on what was happening. Uzma advised that she had forwarded my email to NRI's Director and would update me once she received a response. Despite what Uzma said in the email, she never got back to me and I have not heard from her since. A copy of this email chain is attached as **Exhibit N**.
29. When Uzma failed to get back to me I tried calling her again through NRI's same head office number. I got through to a receptionist and asked for Uzma and was told that she was not in the office that day. This surprised me as I had spoken to Uzma earlier that morning through the same phone number. The receptionist offered to patch me through to Uzma's cell phone number and when she did so Uzma did not answer and I instead got her voicemail greeting. A transcription of

the audio recording of this call, which I have reviewed and believe to be accurate, is attached as **Exhibit O**.

30. At 12:02 am MT on June 5, 2019, I received an email from Irfan Rahman of NRI, which copied Shama Rahman of NRI. Irfan identified himself as a Director of NRI. He stated:

We are currently having some issue with accounts. I was informed that your payments were bounced due to NSF. We are working on this issue and it's now with the professionals they are looking into this hoping that soon it will be handled.

Please allow me some time so we can focus on getting this resolved.

31. After receiving this email, I tried calling Irfan but got his voicemail greeting. I left Irfan a voicemail asking him to call me to clarify what was happening. A transcription of the audio recording of this call, which I have reviewed and believe to be accurate, is attached as **Exhibit P**.
32. Irfan did not respond to my voicemail. At 4:10 pm MT on June 5, I sent a responding email to Irfan and asked him to give me a call. I also asked if he could please let me know if NRI's payment from May 31, 2019 in connection with the Second Transaction was going to "bounce" as well.
33. Irfan sent me a responding email stating that the "account situation is still the same so funds will not be available tomorrow. I have an appointment with the finance department to get a better picture of our accounts tomorrow afternoon, I will provide you with the update on the situation soon after that". A copy of the June 5, 2019, email chain is attached as **Exhibit Q**.

**I discover that NRI appears to have moved its business to Scraport**

34. I was growing increasingly concerned and frustrated that NRI had not yet given any meaningful explanation of what was happening, and so at 4:56 am MT on June 5, 2019, I tried calling Uzma again at NRI's head office number. A receptionist named Xena Scott answered the call and said "Good afternoon. Scraport".
35. This "Scraport" greeting surprised me. In reviewing the transcripts of audio recordings of calls I made to NRI earlier that day, I subsequently realized that the automated greeting said "Thank you for calling National Recycling Inc. now operating as Scraport Inc. in the Alberta area". However, I did not appreciate this at the time I called.
36. I asked Xena when the change from NRI to Scraport had happened and she responded: "As of November 1<sup>st</sup> we were slowing moving into effect and transitioning from National Recycling to Scraport Inc." I then told Xena about NRI's NSF pre-authorized debits and asked whether they were still working under NRI bank accounts or whether those accounts had changed. Xena responded:
- I believe probably the names on the bank accounts would have changed because in the separation of NRI Industrial Sales and then National Recycling, I believe it was last year October something along those lines, that's when there was a split between some of the management who handle the accounting operation.
37. Xena said that Shama Rahman would be the best person to ask about what was going on because she handles the accounting side of things. Xena said she would send Shama an email and figure out what was happening and get back to me. A transcription of the audio recording of this call, which I have reviewed and believe to be accurate, is attached as **Exhibit R**.

38. It was concerning to learn that NRI had transitioned its Alberta business to Scraport. It was also concerning to learn that NRI may have changed its bank accounts to another name. Nobody at NRI had ever told me about these developments. I have spoken with David Kelcher, the CEO of SHiFT, and he advised me that he was also not aware that NRI had shifted or fundamentally changed its business. When I agreed to place the Transactions on May 30 and 31, 2019, at the request of Uzma, I thought I was doing business with NRI in the normal course. She never told me otherwise. That now appears not to be the case.
39. Following this call, I went through older audio recordings of calls that I had placed to NRI's head office number to see what their automated greeting said. I found a call that I made to Uzma through NRI's head office number at 10:40 am MT on March 22, 2019, and noted that the automated greeting said "Thank you for calling National Recycling" and did not make any reference to Scraport. As such, this appears to have been a recent change. A transcription of the audio recording of this call, which I have reviewed and believe to be accurate, is attached as **Exhibit S**.
40. On June 5, 2019, I told David Kelcher about this development. He was very concerned. He said he was worried that we were being defrauded by NRI and that NRI was not going to return the SHiFT Funds that belonged to SHiFT or otherwise repay SHiFT for the USD\$2,190,000 owing. He was also worried that NRI had transferred the SHiFT Funds to Scraport.
41. Also on June 5, 2019, I went to CIBC's Calgary downtown branch where NRI's Canadian dollar and US dollar bank accounts are located. I spoke to a teller named Jill who I know reasonably well through my regular business visits to CIBC. When I made general inquiries about the status of NRI's accounts, she confirmed that the accounts were still in good standing and had not been frozen.
42. However, the following day I spoke with Katie Hickman of SHiFT about NRI's CIBC accounts. Katie told me, and I do believe, that on June 6, 2019, she had a follow-up discussion with Jill of CIBC about NRI's bank accounts. During that discussion Jill told Katie that there were issues with NRI's CIBC bank accounts, but that she couldn't divulge what those issues were. Jill told Katie that I should contact NRI immediately.

**My further correspondence to try to find out what was happening with the SHiFT Funds**

43. At the start of business on June 6, 2019, I again tried calling Irfan Rahman and again got his voicemail greeting. Based on Xena's advice that Shama Rahman would be the best person to speak to, I then sent Shama an email asking her to give me a call to discuss the two NSF payments in connection with the Transactions. Shama responded, stating: "We extremely apologize for any inconvenient. Irfan is the best person who can answer your questions. I have forwarded your message to him." A copy of this email chain is attached as **Exhibit T**.
44. Unable to get through to Irfan, I sent Uzma a follow-up email and asked if she had heard anything. I stated: "[W]e can work with you guys but the no contact is not good". Uzma never responded to this email. A copy of this email chain is attached as **Exhibit U**.
45. I then emailed Irfan and asked if we could "please arrange a time to speak on the phone". Irfan finally got back to me and sent me a responding email stating, among other things: "...I want to work with you, is it OK if I will call you at 1 pm your time?". A copy of this email chain is attached as **Exhibit V**.
46. I then told David Kelcher of SHiFT about all of my attempted communications with various people at NRI and NRI's failure to tell me what was happening with the Transactions and the SHiFT Funds

over the past 24 hours. On 11:52 am MT on June 6, 2019, David emailed Irfan (copying me) and stated, in part:

Hello Mr. Rahman,

I have been asking for Anthony to provide me updates with respect to these two returned items as they constitute a significant amount of money. Understanding that you may be busy I would appreciate speaking with you immediately, if only for a couple minutes, to get an update from your end.

Our bank is concerned about the 2 returned items and requires a response from us.

I am sure you can appreciate that if you were in our position and hadn't received transfers from us that you would want immediate resolve.

47. Irfan responded in an email sent 12:32 pm MT on June 6, stating:

I apologise Dave and Anthony,

I want to call you with the answer rather than not having a true understanding of the situation and for that, I have to wait for the response from the experts on this situation.

I will be able to receive their response after my meeting.

Can I please reschedule our telecon for 3 pm Edmonton, AB time?

Kindly confirm.

48. In a responding email, David said: "We need an update immediately and cannot wait any longer. Please provide any information you have to this point and we can arrange to have a follow up call after you speak to your experts." A copy of this email chain is attached as Exhibit W.
49. I tried calling Irfan shortly after that, but again got his voicemail.
50. At 2:23 pm, on June 6, 2019, Irfan called my cell phone. Because Irfan called my cell phone, rather than SHiFT's office number, we do not have a recording of this call. John Hayes, a member of the management team at SHiFT, joined me on the call and David Kelcher joined us about halfway through the call. According to my cell phone record, the call lasted about 18 minutes.
51. My recollection of the call is as follows. I told Irfan that John was also on the call (I subsequently told him when David joined the call). Irfan apologized for the situation. We asked what was going on and Irfan said there was a problem with NRI's bank account and that he was "talking with the professionals". He said he wanted to make SHiFT whole and get this resolved, but that he needed until the evening of Tuesday (i.e., June 11, 2019). We asked if we could have all or some of our CAD\$2,937,885 SHiFT Funds back now and he said no. We asked if SHiFT could try to debit NRI's Canadian dollar CIBC bank account to recover the SHiFT Funds and he said no. We asked why he needed until Tuesday, and he said he couldn't tell us that. He refused to provide any details of what the situation was or to answer most of our questions regarding what was going on. We asked what he meant by professionals and he said he was referring to lawyers. However, he refused to tell us what type of lawyers. We asked whether NRI was going into receivership and he said no. We asked whether NRI was subject to a criminal investigation and he said no. We asked if NRI

had the funds to pay SHiFT in either US or Canadian dollars and he said he couldn't talk about that. We asked if SHiFT's lawyers could get in touch with NRI's lawyer and he agreed to that and said he would email us NRI's lawyer's contact information right after the call. At the end of the call he said that if we needed anything to just call him, and that he was there for us.

52. My understanding of the Terms of Service that applies to NRI's transactions with SHiFT is that if NRI fails to pay SHiFT the money it owes SHiFT in connection with a transaction on the day of the trade, SHiFT can cancel the transaction and demand its money back. Given this, in my view the SHiFT Funds properly belong to SHiFT and I do not think NRI has any right to refuse to return them, as Irfan refused on our call with him.

**NRI does not respond to any further communications from SHiFT**

53. Shortly after this call, David emailed Irfan (copying me) and asked him to provide his lawyer's contact information as he said he would during the call. I have not seen any response by anyone from NRI to this email. I have spoken with David and he confirmed, and I believe, that he has received no response to this email from Irfan or anyone else at NRI.
54. I then again tried calling Irfan on his cell phone but got a message that his voicemail inbox was full.
55. Having received no response from NRI, later on June 6, 2019, David again emailed Irfan (copying me) and said:

Mr. Rahman,

I guess it's safe to say that you really have no intention of helping us to recover our funds.

After our call I had hoped that you were being honest and would provide us with information to assist. We've been a transparent and reliable partner to National Recycling for a long time and feel that loyalty and respect is not being reciprocated. Given that you won't provide your lawyer's contact information we can only assume that we're being played. We will have no choice but to pursue every legal avenue available to us including personal fraud charges against everyone involved.

This is extremely unfortunate.

56. A copy of this email correspondence is attached as **Exhibit X**.
57. David has advised me, and I believe, that to date he has not received any response to this email from Irfan or anyone else from NRI. In fact, the June 6, 2019 call with Irfan is the last time that we have heard anything from anyone at NRI.

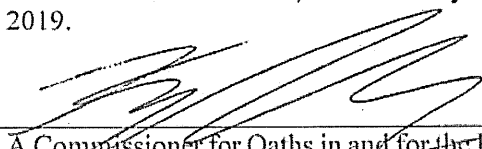


# **SHiFT discovers that NRI no longer appears to be actively in business**

58. On June 6, 2019, SHiFT became sufficiently concerned that there was something wrongful going on and that the SHiFT Funds were being misused or taken by NRI or Scraport that it contacted its lawyers, Andrew Sunter and Kylan Kidd at Burnet, Duckworth & Palmer LLP (BD&P) to seek legal assistance in this matter.
59. On June 7, 2019, I called Saif Syed, the owner of NRI Industrial Sales for the purposes of fact finding. As discussed above, NRI Industrial Sales is a company that previously had the same management team as NRI, but that Xena of NRI told me had recently severed its relationship with NRI. NRI Industrial Sales is another SHiFT client. I asked Saif if he knew what was happening with NRI. He said he didn't know but had a relationship with a manager at NRI and would touch base with him and get back to me. Saif called me back a few hours later and told me, and I do believe, that the manager he knew at NRI had been let go by that company due to downsizing and that NRI had experienced a significant slow down. He specifically said that NRI's tonnage had dropped from about 600+ tons daily to about 50 to 60 tons daily. This was surprising news as NRI's foreign exchange transactions had actually increased over the past year, which didn't make sense if they weren't selling as much scrap metal in the United States. I was under the impression that NRI's foreign exchange transactions had increased because of US tariffs.
60. On June 7, 2019, David Kelcher of SHiFT told me, and I believe, that he had visited NRI's Alberta Corporate Office located at Suite 501, 1100-1st Street SE in Calgary that day and discovered that NRI no longer occupied this office and that a new business had been renting the space since April 2019.
61. Also on June 7, 2019, BD&P had a corporate registry search done for Scraport and learned, as discussed above, that it had the same directors and shareholders as NRI. I also reviewed Scraport's website and discovered that Scraport's address, 4688 Taylor Road, Boyle, Alberta, is the same as NRI's Processing Yard in Boyle, Alberta.
62. Also on June 7, 2019, I reviewed a Google search result for "National Recycling Brampton". This search result said that NRI's Head Office located in Brampton, Ontario was "Permanently closed". A copy of a screen shot of this Google search result is attached as **Exhibit Y**.
63. In summary, this is what we know at this time:
  - (a) On May 30, 2019, NRI placed the First Transaction with SHiFT and accepted CAD\$1,468,504.50 of SHiFT's money that day;
  - (b) On May 31, 2019, NRI placed the Second Transaction with SHiFT and accepted CAD\$1,469,380.50 of SHiFT's money that day;
  - (c) When NRI placed these trades with SHiFT it did not have enough money in its US dollar CIBC bank account to cover either of these Transactions. The pre-authorized debit for the First Transaction went NSF on June 5, 2019 and the pre-authorized debit for the Second Transaction went NSF on June 6, 2019;
  - (d) We spoke with multiple individuals at NRI on June 5 and 6, 2019 regarding the NSF debits and the Transactions. During those communications, NRI:

- (i) Refused to give SHiFT back the SHiFT Funds, but apologized for the situation and said they wanted to make SHiFT whole;
  - (ii) Refused to tell us what was happening in any meaningful detail. NRI told us there was a problem with NRI's bank accounts, but didn't specify what that problem is. NRI also told us that NRI was not going into receivership;
  - (iii) Said NRI couldn't pay SHiFT back any portion of the amount owing to it at that time;
  - (iv) Refused to let SHiFT try to debit NRI's Canadian dollar CIBC bank account to recover the SHiFT Funds;
  - (vi) Said NRI couldn't tell us whether NRI had money to pay SHiFT back the SHiFT Funds in either US or Canadian dollars;
  - (vii) Indicated that NRI had fundamentally changed its business and was now operating as Scraport and that this business shift had been in the works for several months;
  - (viii) Indicated that NRI's bank accounts may have changed names as part of this business shift to Scraport;
  - (ix) Repeatedly sought to delay giving us an explanation as to what was happening and most recently asked us to wait until the evening of Tuesday, June 11, 2019, to get an update;
  - (x) Told us that lawyers were involved, but refused to tell us what kind of lawyers and failed to provide us with the contact information for their lawyer; and
  - (e) Since the afternoon of June 6, 2019, NRI has not responded to any of SHiFT's calls or emails. It is now effectively radio silence on NRI's end;
  - (f) NRI has still not returned any portion of the SHiFT Funds to SHiFT; and
  - (g) On June 7, 2019, SHiFT discovered that NRI has vacated its Alberta Corporate Office and appears to have also permanently closed its Brampton, Ontario Head Office. It appears that NRI is no longer actively doing business and that it has shifted its business to Scraport.
64. I can't understand how or why NRI, having apparently closed its Head Office in Ontario and its Alberta Corporate Office, and having apparently shifted its Alberta business to Scraport months earlier, would have placed the Transactions with SHiFT on May 30 and 31, 2019. I don't know what is happening, but it very concerning and NRI won't tell us anything and seems to be trying to delay things.

SWORN BEFORE ME at the City of Calgary, in )  
 the Province of Alberta, this 9th day of June, )  
 2019. )

  
 A Commissioner for Oaths in and for the Province  
 of Alberta

  
 ANTHONY DUNN

Kylan Shea Kidd  
 A Commissioner for Oaths/Notary Public  
 in and for the Province of Alberta

Kylan Kidd  
 Barrister & Solicitor

**Tab T**

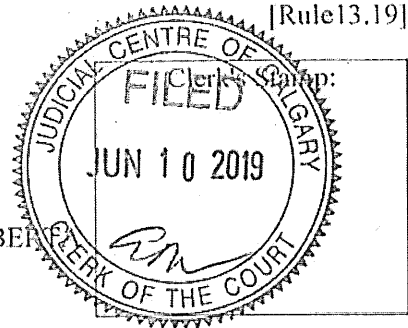
THIS IS EXHIBIT "T" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019



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A Commissioner for taking affidavits

P14458



COURT FILE NUMBER 1901-08053  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT SHIFT CONNECT LTD.  
RESPONDENTS NATIONAL RECYCLING INC., SCRAPORT INC., UZMA RAHMAN, IRFAN RAHMAN, SHAMA RAHMAN, FAIZ RAHMAN, FAIZ RAHMAN HOLDINGS INC. and IRFAN RAHMAN HOLDINGS INC.  
DOCUMENT AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Burnet, Duckworth & Palmer LLP  
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Calgary, Alberta T2P 1G1  
Lawyer: Andrew Sunter / Kylan Kidd  
Phone Number: (403) 260-0283 / 260-0109  
Fax Number: (403) 260-0332  
Email Address: asunter@bdplaw.com / kkidd@bdplaw.com  
File No. 64986-4

ENTERED  
JUN 10 2019  
AFFIDAVIT OF DAVID KELCHER  
Sworn on June 9, 2019

I, David Kelcher, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am the Chief Executive Officer of the Applicant, SHiFT Connect Ltd. (SHiFT). I have personal knowledge of the facts discussed in this Affidavit, except where I state that they are based on information and belief, in which case I state the source of that information and believe those facts to be true.
2. SHiFT is an Alberta company whose business involves servicing the foreign exchange and payment needs of Canadian companies with foreign payables and/or receivables. I have been the Chief Executive Officer of SHiFT since December 2017 and am responsible for managing the company's day-to-day business.
3. I have reviewed the Affidavit of Anthony Dunn sworn June 9, 2019. Based on my personal knowledge of the events described in that Affidavit, including my personal involvement in communications with individuals from National Recycling Inc. (NRI) and my discussions with Anthony regarding those events, I believe that the facts set out in Anthony's Affidavit are true and accurate.

### My visit to NRI's Alberta Corporate Office on June 7

4. As Anthony discusses in his Affidavit, around lunchtime on June 7, 2019, I visited what I understood at the time—based on NRI's website—to be NRI's Alberta Corporate Office located at Suite 501, 1100-1st Street SE in Calgary. When I arrived at the address, there was no indication that NRI still had an office there. Instead, the sign on the door said "Quarry Bay Investments Inc." A copy of a photo that I took of this sign is attached as Exhibit A.
5. A man came to the door and I asked him if this was NRI's office. He said no, it was not. I asked him how long he had been there and he said April 2019. He said that NRI used to occupy the office but wasn't sure when they had left. What seems clear, however, is that—contrary to NRI's website—NRI had not been in this office since at least April 2019.
6. It was concerning to me that NRI no longer occupied its Alberta Corporate Office.

### Potential financial impact of this matter on SHiFT

7. SHiFT's business is volume dependant. We get a very small margin on each foreign exchange transaction that we place for our clients. For example, on each of the two transactions with NRI that give rise to this matter—that is, the USD\$1,095,000 placed on May 30, 2019 at an exchange rate of 1.3411 (the First Transaction) and the USD\$1,095,000 placed on May 31, 2019 at an exchange rate of 1.3419 (the Second Transaction, and together with the First Transaction, the Transactions)—SHiFT's margin was less than 1% of the US dollar volume.
8. As such, virtually all of the CAD\$2,937,885 that NRI took from SHiFT in connection with the Transactions (the SHiFT Funds), and has not paid back or otherwise compensated SHiFT for, represents real, out of pocket money for SHiFT. All of the SHiFT Funds are considered lost.
9. SHiFT is a small independent company with 20 employees. We are not a massive financial institution that can absorb a loss of CAD\$2,937,885. If SHiFT cannot get the SHiFT Funds back in the short term, it has the potential to cripple SHiFT's business and put SHiFT's ability to continue operations at risk. Specifically:
  - (a) SHiFT does not have the cash on hand to absorb the loss of the SHiFT Funds;
  - (b) The loss of the SHiFT Funds will therefore have a significant impact on SHiFT's cash flow;
  - (c) SHiFT will have to seek additional financing to make ends meet and to cover the loss of the SHiFT Funds. If SHiFT can get this financing, this will result in significant additional debt for SHiFT;
  - (d) If SHiFT cannot get that financing, and does not recover the SHiFT Funds, then there is a real risk that it will not be able to remain in business and pay its obligations as they come due. Given how recently the matters at issue took place, SHiFT has not yet made inquiries about its ability to get such financing; and
  - (e) Regardless, the loss of the SHiFT Funds will have a severe negative impact on SHiFT's financial position and its ability to enter into new markets. SHiFT is currently looking to expand its operations to provide foreign exchange services in the United States and, without a strong financial position, it cannot get the necessary US licensing. As such, the

loss of the SHiFT Funds will likely prevent SHiFT from undertaking this US expansion in the short term and result in a lost business opportunity for SHiFT.

10. Given how important this matter is to SHiFT, I have instructed SHiFT's lawyers, Burnet, Duckworth & Palmer, to commence a lawsuit against NRI, Scraport Inc., Uzma Rahman, Irfan Rahman, Shama Rahman, Faiz Rahman, Faiz Rahman Holdings Inc. and Irfan Rahman Holdings Inc. for damages for the missing SHiFT Funds. I have instructed SHiFT's lawyers to prepare and file a statement of claim as quickly as possible and I expect that this will be done early this week. In the lawsuit, SHiFT will be seeking, among other things, a constructive trust in respect of the SHiFT Funds on the basis of fraud, conversion and unjust enrichment by the defendants.

**Undertaking as to damages**

11. I am swearing this Affidavit in support of an application by SHiFT for an attachment order against NRI. SHiFT undertakes to pay any damages or indemnity that the Court may subsequently decide should be paid to NRI or a third person as a result of this attachment order being granted.

SWORN BEFORE ME at the City of Calgary, in )  
the Province of Alberta, this 9th day of June, )  
2019. )  
)  
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)  
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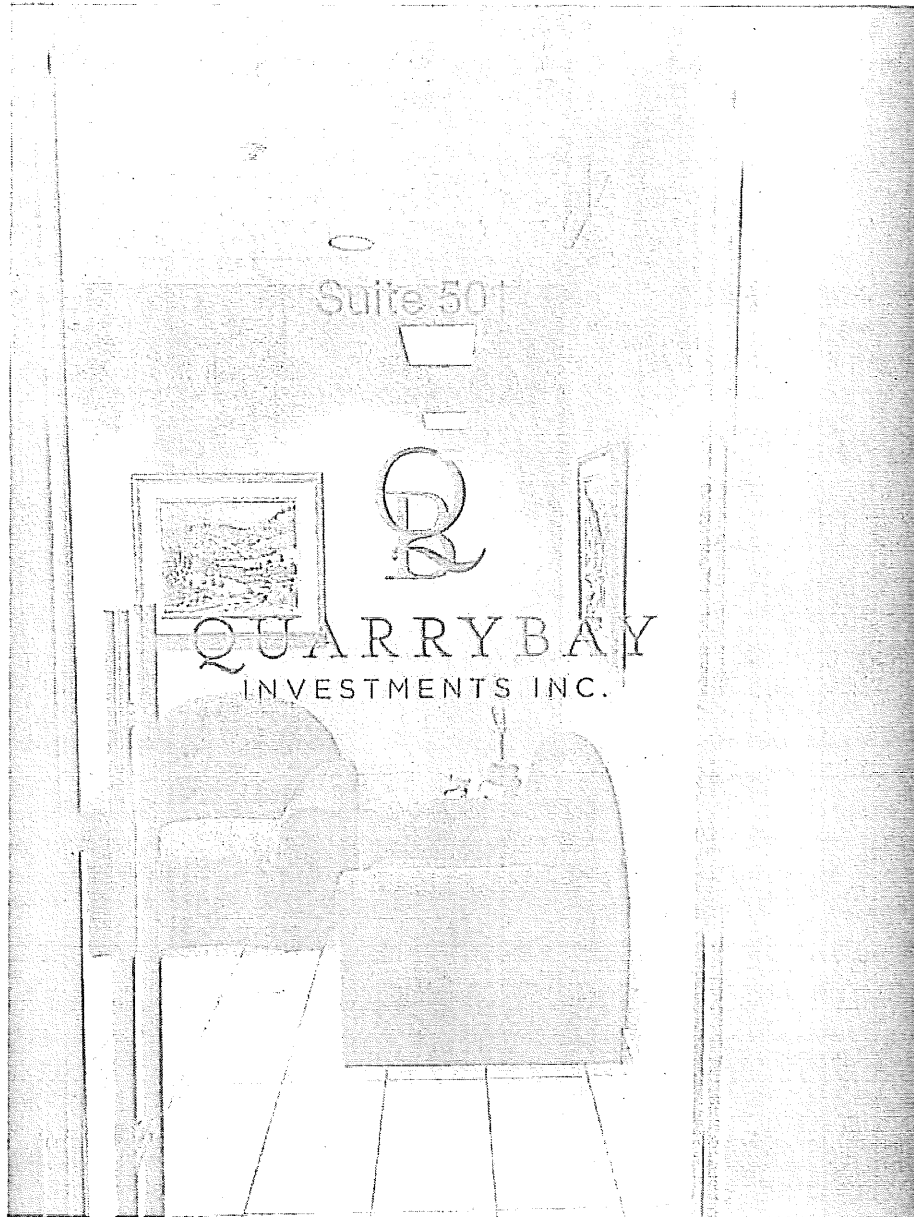
A Commissioner for Oaths in and for the Province  
of Alberta

David Keicher

9656091.1


Kylan Shea Kidd  
A Commissioner for Oaths/Notary Public  
in and for the Province of Alberta

Kylan Kidd  
Barrister & Solicitor



THIS IS EXHIBIT " A "  
referred to in the Affidavit of  
David Kelcher

Sworn before me this 9  
day of June A.D. 2019


  
A Commissioner for Oaths  
in and for the Province of Alberta

Kylan Kidd  
Barrister & Solicitor



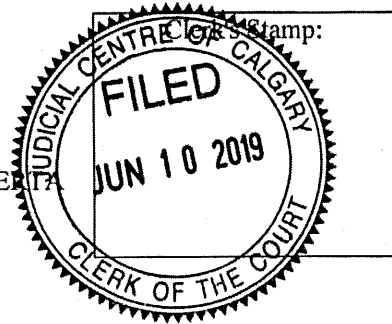
# Tab U

THIS IS EXHIBIT "U" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019

  
\_\_\_\_\_  
A Commissioner for taking affidavits

P14458

COURT FILE NUMBER 1901-08053  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT SHIFT CONNECT LTD.  
RESPONDENTS NATIONAL RECYCLING INC., SCRAPORT INC., UZMA RAHMAN,  
IRFAN RAHMAN, SHAMA RAHMAN, FAIZ RAHMAN, FAIRAZ  
RAHMAN HOLDINGS INC. AND IRFAN RAHMAN HOLDINGS INC.  
DOCUMENT ATTACHMENT ORDER



ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP  
2400, 525 – 8 Avenue SW  
Calgary, Alberta T2P 1G1  
Lawyer: Andrew Sunter / Kylan Kidd  
Phone Number: (403) 260-0283 / 260-0109  
Fax Number: (403) 260-0332  
Email Address: asunter@bdplaw.com / kkidd@bdplaw.com  
File No. 64986-4

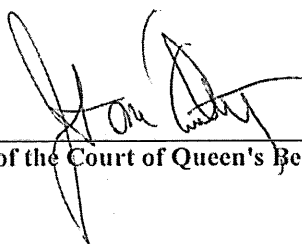
I hereby certify this to be a true and correct copy of  
the original 10 day of June 2019  
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: June 10, 2019  
LOCATION OF HEARING OR TRIAL: Calgary, Alberta  
NAME OF JUSTICE WHO MADE THIS ORDER: Justice J.T. McCarthy

UPON THE APPLICATION of the Applicant, without notice to the Respondents; AND UPON HEARING counsel for the Applicant; AND UPON READING the Affidavit of Anthony Dunn and the Affidavit of David Kelcher; AND UPON the Court having received the Applicant's written undertaking to abide by any Order this Court may subsequently make as to damages sustained by reason of this attachment Order; AND UPON the Applicant having met the test for an attachment order under section 17 of the *Civil Enforcement Act*, RSA 2000 c C-15 (the *CEA*); IT IS HEREBY ORDERED THAT:

1. Those branches of Canadian Imperial Bank of Canada (CIBC) that are served with a copy of this Order are prohibited from disbursing or dealing with funds up to a total of CAD\$2,937,885 (or USD\$2,190,000) (the **SHIFT Funds**) located in either of the following bank accounts:

- (i) National Recycling Inc.'s (NRI) Canadian dollar bank account with CIBC bearing Transit Number 03552 and Account Number 5162114 (the **Canadian Dollar Account**), and
  - (ii) NRI's US dollar bank account with CIBC bearing Transit Number 03552 and Account Number 0229113 (the **US Dollar Account**);
- 2. The Respondents are prohibited from in any way dealing with, converting, transferring, disposing of or dissipating, or assisting any other person or entity from dealing with, converting, transferring, disposing of or dissipating any of the SHiFT Funds, or any "exigible property" (used herein as defined in the *CEA*) that was in any way purchased, obtained or secured by any of the Respondents using any portion of the SHiFT Funds;
- 3. Any other person or entity with notice of this Order is prohibited from in any way dealing with, converting, transferring, disposing of or dissipating, or assisting any other person or entity in dealing with, converting, transferring, disposing of or dissipating any of the SHiFT Funds;
- 4. Any branch of CIBC served with a copy of this Order shall deliver to counsel for SHiFT all of the 2019 bank statements for the Canadian Dollar Account and the US Dollar Account within 48 hours of service of this Order;
- 5. The Respondents shall deliver to counsel for SHiFT all records in their possession or control regarding the location and status of the SHiFT Funds, or any eligible property purchased, obtained, or secured using any portion of the SHiFT Funds, within 48 hours of service of this Order;
- 6. The Respondents shall deliver to counsel for SHiFT the transit numbers and account numbers for any bank accounts, investment accounts or other accounts that NRI and Scraport Inc. have at any financial or other institution, or have had at any financial or other institution within the past six months, within 48 hours of service of this Order;
- 7. This Order expires on July 2, 2019. This matter shall be returned to this Court by June 28, 2019, with notice to the Respondents, to address an extension of the Order unless the parties agree to an extension to a future date;
- 8. The Respondents may attend before any Master or Justice of this Court, upon 3 days' notice to the Applicant, to show cause why this Order should be vacated; and
- 9. Costs of this Application shall be in the cause.

  
 Justice of the Court of Queen's Bench of Alberta

# Tab V

THIS IS EXHIBIT "V" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019

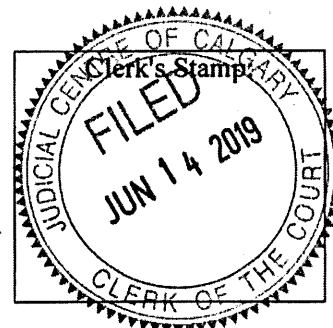


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A Commissioner for taking affidavits

PI4458

COURT FILE NUMBER 1901-08053  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT SHIFT CONNECT LTD.  
RESPONDENTS NATIONAL RECYCLING INC., SCRAPORT INC., UZMA RAHMAN,  
IRFAN RAHMAN, SHAMA RAHMAN, FAIZ RAHMAN, FAIZ  
RAHMAN HOLDINGS INC. AND IRFAN RAHMAN HOLDINGS INC.  
DOCUMENT ATTACHMENT ORDER



ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP  
2400, 525 – 8 Avenue SW  
Calgary, Alberta T2P 1G1  
Lawyer: Andrew Sunter / Kylan Kidd  
Phone Number: (403) 260-0283 / 260-0109  
Fax Number: (403) 260-0332  
Email Address: asunter@bdplaw.com /  
kkidd@bdplaw.com  
File No. 64986-4

I hereby certify this to be a true copy of  
the original attachment order  
dated this 14 day of June 20 19

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED:

June 13, 2019

LOCATION OF HEARING OR TRIAL:

Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

JUSTICE MARRIOTT

UPON THE APPLICATION of the Applicant SHiFT Connect Ltd. (SHiFT), without notice to the Respondents; AND UPON HEARING counsel for the Applicant; AND UPON READING the Affidavits of Anthony Dunn and David Kelcher sworn June 9, 2019; AND UPON READING the Order of Justice J.T. McCarthy granted and filed June 10, 2019; AND UPON READING the further Affidavit of David Kelcher sworn June 13, 2019; AND UPON SHiFT having met the test for an attachment order under section 17 of the *Civil Enforcement Act*, RSA 2000 c C-15 (the *CEA*);

IT IS HEREBY ORDERED THAT:

1. Any financial institution served with a copy of this Order:


- (a) is prohibited from disbursing or dealing with funds up to a total of CAD\$2,937,885 (or USD\$2,190,000) (the SHiFT Funds) located in any of the accounts of any of the Respondents;
  - (b) shall deliver to counsel for SHiFT, within 48 hours of service of this Order, all of the May and June 2019 bank statements for any account of any of the Respondents; and
  - (c) shall deliver to counsel for SHiFT, within 48 hours of service of this Order, all records regarding any transactions in any of the accounts of any of the Respondents since May 29, 2019.
2. ~~The Respondents shall appear before the Presiding Justice in Chambers at the Calgary Courts Centre (601 - 5th Street S.W. Calgary, Alberta) on June 18, 2019 at 10:00 a.m., without further notice to show cause why they should each not be held in civil contempt, and why a fine, imprisonment, or costs for such contempt should not be awarded jointly and severally as against each of them.~~
  3. Irfan Rahman shall attend the offices of Burnet, Duckworth & Palmer LLP (2400, 525 - 8th Ave S.W., Calgary) ~~on June 17, 2019 at 10:00 a.m.~~ for Questioning under s. 35.11 of the Civil Enforcement Regulations (Alberta), ~~or as otherwise agreed~~ *as agreed by the parties*
  4. ~~Should Irfan Rahman not attend for Questioning set out above, he and the corporate Respondents shall appear before the Presiding Justice in Chambers at the Calgary Courts Centre (601 - 5th Street S.W.) on June 18, 2019 at 10:00 a.m., without further notice to show cause why they should not be held in civil contempt, and why a fine, imprisonment, or costs for such contempt should not be awarded jointly and severally as against each of them.~~
  5. This Order expires on July 2, 2019. This matter shall be returned to this Court by June 28, 2019, with notice to the Respondents, to address an extension of the Order unless the parties agree to an extension to a future date. *✓ 24 hours ✓*
  6. The Respondents may attend before any Master or Justice of this Court, upon ~~2~~ *24 hours* days' notice to SHiFT, to show cause why this Order should be vacated.
  7. Costs of this Application shall be in the cause.
  8. *The undertaking provided by Shift in the Affidavit of David Kelcher sworn June 9, 2019 applies to this Order.*

*[Signature]*  
Justice of the Court of Queen's Bench of Alberta



**Tab W**

THIS IS EXHIBIT "W" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019

  
\_\_\_\_\_  
A Commissioner for taking affidavits

P14458

## Jaipargas, Roger

---

**From:** John Adair <JAdair@agbllp.com>  
**Sent:** July-05-19 6:33 AM  
**To:** Jaipargas, Roger  
**Subject:** National Recycling Inc./ RBC  
**Attachments:** Letter JA to BLG, July 5, 2019 (00299748xD40BE).pdf

Roger,

please see attached correspondence.

John Adair

John J. Adair

*Partner*

[jadair@agbllp.com](mailto:jadair@agbllp.com)

**ADAIR**  
**GOLDBLATT**  
**BIEBER** LLP

95 Wellington Street West,  
Suite 1830  
Toronto, Ontario, M5J 2N7  
Direct 416 941 5858  
Fax 647 689 2059

Visit our website at [AGBLLP.com](http://AGBLLP.com) or follow us @AGBLLPLaw

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July 5, 2019

**DELIVERED VIA EMAIL**

Borden Ladner Gervais LLP  
Attn. Mr. Roger Jaipargas

Dear Mr. Jaipargas:

**Re: Indebtedness of National Recycling Inc. and Scraport Inc. to  
Royal Bank of Canada**

We are counsel to SHiFT Connect Ltd. ("SHIFT"). We have copies of your office's notice/demand letters dated June 25, 2019 to National Recycling Inc. ("NRI") and Scraport Inc. ("Scraport" and, collectively with NRI, the Companies), as well as Irfan and Faiz Rahman, and the Alberta numbered company.

I am writing to put your office on notice that my client has commenced an action in Alberta against the Companies, the Rahmans, and others seeking, *inter alia*, a declaration that the Companies hold funds under a constructive trust in favour of our client. I understand that as a result of your client calling the loans referred to in your letters of June 25, 2019, your client will likely bring an application for the appointment of a Receiver. My client intends to assert within that receivership the constructive trust over certain funds held by the Companies. I am therefore asking that you add my firm to any service list created in the receivership, and provide me with notice of any and all steps taken in that proceeding.

Yours very truly,



John Adair

# Tab X

THIS IS EXHIBIT "X" TO THE AFFIDAVIT

OF ROBERT FICK SWORN BEFORE ME

ON THIS 8<sup>th</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

P14458

Roger Jaipargas  
T 416.367.6266  
F 416.367.6749  
rjaipargas@blg.com

Borden Ladner Gervais LLP  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON, Canada M5H 4E3  
T 416.367.6000  
F 416.367.6749  
blg.com



June 25, 2019

Delivered by Courier and Email ([irfan@nriglobalinc.com](mailto:irfan@nriglobalinc.com))

**Private and Confidential**

National Recycling Inc.  
1 Prologis Blvd., Suite 104  
Mississauga, Ontario  
L5W 1N3

Attn: Irfan Rahman and Faiz Rahman

Dear Sirs:

**Re: Indebtedness of National Recycling Inc. (the "Company") to Royal Bank of Canada (the "Lender")**

We are the lawyers for the Lender in connection with the above-captioned matter.

We refer to the letter agreement dated September 11, 2018 and accepted September 14, 2018 and the Master Lease Agreement dated as of October 15, 2015 (together with all other loan documents between the Company and the Lender, each as amended, restated, supplemented or renewed from time to time, collectively, the "**Company Loan Agreement**"), wherein certain funds were advanced by the Lender to the Company, subject to the terms and conditions therein. We also refer to the letter agreement dated September 11, 2018 and accepted September 14, 2018 (as amended, restated, supplemented and renewed from time to time, the "**Scraport Loan Agreement**" and together with the Company Loan Agreement, the "**Loan Agreements**") between the Scraport Inc. ("**Scraport**") and the Lender, wherein certain funds were advanced by the Lender to Scraport. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreements.

We also refer to your Guarantee and Postponement of Claim dated as of September 21, 2018 (the "**Guarantee**") in respect of Scraport's obligations to the Lender. Pursuant to the terms of the Guarantee, you have guaranteed payment on demand of all present and future debts and liabilities owing by Scraport to the Lender together with interest thereon from the date of demand (the "**Guaranteed Indebtedness**").

The Lender holds certain security and related documents in respect of the Company's indebtedness (including, but not limited to the Guaranteed Indebtedness) to the Lender, including a general security agreement dated September 14, 2018 (the "**General Security Agreement**").

Certain defaults and Events of Default under or in connection with the Company Loan Agreement have occurred and are continuing. All obligations under the Scraport Loan Agreement are repayable on demand. Pursuant to the Loan Agreements, we hereby declare on behalf of the Lender, that all of the obligations of the Company to the Lender have become immediately due and payable.

As of June 24, 2019, the Company is indebted or otherwise liable to the Lender in the amount of CAD\$1,659,850.55 and USD\$728,298.72 and Scraport is indebted or otherwise liable to the Lender in the amount of CAD\$2,037,619.66, each inclusive of interest to June 24, 2019, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after June 24, 2019 to which the Lender is entitled to under the Loan Agreements and the General Security Agreement (the "**Indebtedness**"). The Indebtedness and the Guaranteed Indebtedness are secured by, *inter alia*, the General Security Agreement.

The Lender hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to the Lender. If payment is not paid forthwith, the Lender intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of security held by the Lender. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), and a waiver and consent to the immediate enforcement of the security.

Yours very truly,



Roger Jaipargas

RJ/cs

Attachments

cc: B. Fick, Royal Bank of Canada (with attachments by email)  
H. Silverman, Borden Ladner Gervais LLP  
G. Phoenix, Loopstra Nixon LLP

TOR01: 8093008: v1



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



TO: National Recycling Inc., an insolvent person<sup>1</sup>  
5 Copper Road  
Brampton, Ontario  
L6T 4W5

**TAKE NOTICE THAT:**

1. Royal Bank of Canada, as Lender, a secured creditor, intends to enforce its security on the property of the insolvent person described below:  
  
All of the present and future assets, property and undertaking, of the insolvent person.
2. The security that is to be enforced is in the form of:
  - (a) General Security Agreement dated September 14, 2018;
  - (b) such further and other security as may be held by Royal Bank of Canada, as Lender.
3. The total amount of indebtedness secured by the security as of June 24, 2019 is the sum of CAD\$5,726,196.51 and USD\$728,298.73, plus costs and interest to the date of payment.
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.

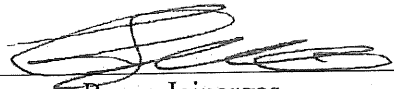
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<sup>1</sup> The term "insolvent person" is inserted in this form merely to comply with Form 86 and Rule 124 of the *Bankruptcy and Insolvency Act*.

**DATED** at Toronto, Ontario this 25<sup>th</sup> day of June, 2019.

**ROYAL BANK OF CANADA as  
Lender, by its lawyers, Borden  
Ladner Gervais LLP**

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



Roger Jaipargas

**TO: ROYAL BANK OF CANADA, as Lender**

National Recycling Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by Royal Bank of Canada, as Lender and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

**DATED** at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**NATIONAL RECYCLING INC.**

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

I am authorized to bind the company

TOR01: 8093232: v1

# Tab Y

THIS IS EXHIBIT "Y" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

P14458

Roger Jaipargas  
T 416.367.6266  
F 416.367.6749  
rjaipargas@blg.com

Borden Ladner Gervais LLP  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON, Canada M5H 4E3  
T 416.367.6000  
F 416.367.6749  
blg.com



June 25, 2019

**Delivered by Courier and Email ([irfan@nriglobalinc.com](mailto:irfan@nriglobalinc.com))**

**Private and Confidential**

Scraport Inc.  
1 Prologis Blvd., Suite 104  
Mississauga, Ontario  
L5W 1N3

Attn: Irfan Rahman and Faiz Rahman

Dear Sirs:

**Re: Indebtedness of Scraport Inc. (the "Company") to Royal Bank of Canada (the "Lender")**

We are the lawyers for the Lender in connection with the above-captioned matter.

We refer to the letter agreement dated September 11, 2018 and accepted September 14, 2018 (as amended, restated, supplemented or renewed from time to time, the "**Company Loan Agreement**"), wherein certain funds were advanced by the Lender to the Company, subject to the terms and conditions therein. We also refer to the letter agreement dated September 11, 2018 and accepted September 14, 2018 and the Master Lease Agreement dated as of October 15, 2015 (each as amended, restated, supplemented and renewed from time to time, collectively, the "**National Recycling Loan Agreement**" and together with the Company Loan Agreement, the "**Loan Agreements**") between the National Recycling Inc. ("**National Recycling**") and the Lender, wherein certain funds were advanced by the Lender to National Recycling. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreements.

We also refer to your Guarantee and Postponement of Claim dated as of September 25, 2018 (the "**Guarantee**") in respect of National Recycling's obligations to the Lender. Pursuant to the terms of the Guarantee, you have guaranteed payment on demand of all present and future debts and liabilities owing by National Recycling to the Lender together with interest thereon from the date of demand (the "**Guaranteed Indebtedness**").

The Lender holds certain security and related documents in respect of the Company's indebtedness (including, but not limited to the Guaranteed Indebtedness) to the Lender, including a general security agreement dated September 14, 2018 (the "**General Security Agreement**").

All obligations under the Company Loan Agreement are repayable on demand. Certain defaults and events of default under or in connection with the National Recycling Loan Agreement have occurred and are continuing. Pursuant to the Loan Agreements, we hereby declare on behalf of the Lender, that all of the obligations of the Company to the Lender have become immediately due and payable.

As of June 24, 2019, the Company is indebted or otherwise liable to the Lender in the amount of CAD\$2,037,619.66 and National Recycling is indebted or otherwise liable to the Lender in the amount of CAD\$1,659,850.55 and USD\$728,298.72, each inclusive of interest to June 24, 2019, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after June 24, 2019 to which the Lender is entitled to under the Loan Agreements and the General Security Agreement (the "**Indebtedness**"). The Indebtedness and the Guaranteed Indebtedness are secured by, *inter alia*, the General Security Agreement.

The Lender hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to the Lender. If payment is not paid forthwith, the Lender intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of security held by the Lender. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), and a waiver and consent to the immediate enforcement of the security.

Yours very truly,



Roger Jaipargas

RJ/cs

Attachments

cc: B. Fick, Royal Bank of Canada (with attachments by email)  
H. Silverman, Borden Ladner Gervais LLP  
G. Phoenix, Loopstra Nixon LLP

TOR01: 8093006: v1

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



**TO:** Scraport Inc.  
1 Prologis Blvd.  
Mississauga, Ontario  
L5W 1N3

**TAKE NOTICE THAT:**


1. Royal Bank of Canada, as Lender, a secured creditor, intends to enforce its security on the property of the insolvent person described below:  
  
All of the present and future assets, property and undertaking, of the insolvent person.
2. The security that is to be enforced is in the form of:
  - (a) General Security Agreement dated September 14, 2018;
  - (b) such further and other security as may be held by Royal Bank of Canada, as Lender.
3. The total amount of indebtedness secured by the security as of June 24, 2019 is the sum of CAD\$5,726,196.51 and USD\$728,298.73, plus costs and interest to the date of payment.
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 25<sup>th</sup> day of June, 2019.

**ROYAL BANK OF CANADA as  
Lender, by its lawyers, Borden  
Ladner Gervais LLP**

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

  
Roger Jaipargas

**TO: ROYAL BANK OF CANADA, as Lender**

Scraport Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by Royal Bank of Canada, as Lender and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

**DATED** at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SCRAPORT INC.**

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

I am authorized to bind the company

# Tab *Z*

THIS IS EXHIBIT "Z" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

P14458

Roger Jaipargas  
T 416.367.6266  
F 416.367.6749  
rjaipargas@blg.com

Borden Ladner Gervais LLP  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON, Canada M5H 4E3  
T 416.367.6000  
F 416.367.6749  
blg.com



June 25, 2019

**Delivered by Courier and Email ([irfan@nriglobalinc.com](mailto:irfan@nriglobalinc.com))**

**Private and Confidential**

2139483 Alberta Ltd.  
1 Prologis Blvd., Suite 104  
Mississauga, Ontario  
L5W 1N3

Attn: Irfan Rahman and Faiz Rahman

Dear Sirs:

**Re: Guarantees in respect of the Obligations of Scraport Inc. ("Scraport") and National Recycling Inc. ("National Recycling" and together with Scraport, the "Companies") to Royal Bank of Canada (the "Lender")**

We are the lawyers for the Lender in connection with the above-captioned matter.

We refer to the letter agreement dated September 11, 2018 and accepted September 14, 2018 (as amended, restated, supplemented or renewed from time to time, the "**Scraport Loan Agreement**"), wherein certain funds were advanced by the Lender to Scraport, subject to the terms and conditions therein. We also refer to the letter agreement dated September 11, 2018 and accepted September 14, 2018 and the Master Lease Agreement dated as of October 15, 2015 (each as amended, restated, supplemented and renewed from time to time, collectively, the "**National Recycling Loan Agreement**" and together with the Scraport Loan Agreement, the "**Loan Agreements**") between National Recycling and the Lender, wherein certain funds were advanced by the Lender to National Recycling. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreements.

We also refer to your Guarantee and Postponement of Claim dated as of September 25, 2018 (the "**National Recycling Guarantee**") in respect of National Recycling's obligations to the Lender. Pursuant to the terms of the National Recycling Guarantee, you have guaranteed payment on demand of all present and future debts and liabilities owing by National Recycling to the Lender together with interest thereon from the date of demand (the "**National Recycling Guaranteed Indebtedness**").

We also refer to your Guarantee and Postponement of Claim dated as of September 14, 2018 (the "**Scraport Guarantee**" and together with the National Recycling Guarantee, the "**Guarantees**") in respect of Scraport's obligations to the Lender. Pursuant to the terms of the Scraport Guarantee, you have guaranteed payment on demand of all present and future debts and liabilities owing by

Scraport to the Lender together with interest thereon from the date of demand (the "**Scraport Guaranteed Indebtedness**") and together with the National Recycling Guaranteed Indebtedness, the "**Guaranteed Indebtedness**").

The Lender holds certain security and related documents in respect of your indebtedness (including, but not limited to the Guaranteed Indebtedness) to the Lender, including a general security agreement dated September 14, 2018 (the "**General Security Agreement**").

All obligations under the Scraport Loan Agreement are repayable on demand. Certain defaults and Events of Default under or in connection with the National Recycling Loan Agreement have occurred and are continuing. Pursuant to the Loan Agreements, we hereby declare on behalf of the Lender, that all of the obligations of the Companies to the Lender have become immediately due and payable.

As of June 24, 2019, Scraport is indebted or otherwise liable to the Lender in the amount of CAD\$2,037,619.66 and National Recycling is indebted or otherwise liable to the Lender in the amount of CAD\$1,659,850.55 and USD\$728,298.72, each inclusive of interest to June 24, 2019, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after June 24, 2019 to which the Lender is entitled to under the Loan Agreements, the Guarantees and the General Security Agreement (the "**Indebtedness**"). The Indebtedness and the Guaranteed Indebtedness are secured by, *inter alia*, the General Security Agreement.

The Lender hereby demands from you the immediate payment of the Indebtedness in full. Payment of the Indebtedness is to be made forthwith to the Lender. If payment is not paid forthwith, the Lender intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of security held by the Lender. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), and a waiver and consent to the immediate enforcement of the security.

Yours very truly,



Roger Jaipargas

RJ/cs

Attachments

cc: B. Fick, Royal Bank of Canada (with attachments by email)  
H. Silverman, Borden Ladner Gervais LLP  
G. Phoenix, Loopstra Nixon LLP

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



**TO:** 2139483 Alberta Ltd.  
1 Prologis Blvd.  
Mississauga, Ontario  
L5W 1N3

**TAKE NOTICE THAT:**

1. Royal Bank of Canada, as Lender, a secured creditor, intends to enforce its security on the property of the insolvent person described below:  
  
All of the present and future assets, property and undertaking, of the insolvent person.
2. The security that is to be enforced is in the form of:
  - (a) General Security Agreement dated September 14, 2018;
  - (b) such further and other security as may be held by Royal Bank of Canada, as Lender.
3. The total amount of indebtedness secured by the security as of June 24, 2019 is the sum of CAD\$5,726,196.51 and USD\$728,298.73, plus costs and interest to the date of payment.
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 25<sup>th</sup> day of June, 2019.

**ROYAL BANK OF CANADA as  
Lender, by its lawyers, Borden  
Ladner Gervais LLP**

Per: 

Roger Jaipargas



**TO: ROYAL BANK OF CANADA, as Lender**

2139483 Alberta Ltd. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by Royal Bank of Canada, as Lender and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

**DATED** at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**2139483 ALBERTA LTD.**

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

Name:

Title:

I am authorized to bind the company

**Tab AA**

THIS IS EXHIBIT "AA" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

P14458

Roger Jaipargas  
T 416.367.6266  
F 416.367.6749  
rjaipargas@blg.com

Borden Ladner Gervais LLP  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON, Canada M5H 4E3  
T 416.367.6000  
F 416.367.6749  
blg.com



June 25, 2019

**Delivered by Courier and Email ([irfan@nriglobalinc.com](mailto:irfan@nriglobalinc.com))**

**Private and Confidential**

Irfan Rahman  
1028 Sydenham Lane  
Milton, Ontario  
L9T 8J2

Attn: Irfan Rahman

Dear Sir:

**Re: Guarantees in respect of the Obligations of Scraport Inc. ("Scraport") and National Recycling Inc. ("National Recycling" and together with Scraport, the "Companies") to Royal Bank of Canada (the "Lender")**

We are the lawyers for the Lender in connection with the above-captioned matter.

We refer to the letter agreement dated September 11, 2018 and accepted September 14, 2018 (as amended, restated, supplemented or renewed from time to time, the "**Scraport Loan Agreement**"), wherein certain funds were advanced by the Lender to Scraport, subject to the terms and conditions therein. We also refer to the letter agreement dated September 11, 2018 and accepted September 14, 2018 and the Master Lease Agreement dated as of October 15, 2015 (each as amended, restated, supplemented and renewed from time to time, collectively, the "**National Recycling Loan Agreement**" and together with the Scraport Loan Agreement, the "**Loan Agreements**") between National Recycling and the Lender, wherein certain funds were advanced by the Lender to National Recycling. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreements.

We also refer to your Guarantee and Postponement of Claim dated as of September 14, 2018 (the "**National Recycling Guarantee**") in respect of National Recycling's obligations to the Lender. Pursuant to the terms of the National Recycling Guarantee, you have guaranteed payment on demand of all present and future debts and liabilities owing by National Recycling to the Lender up to a maximum amount of CDN\$1,423,500 together with interest thereon from the date of demand (the "**National Recycling Guaranteed Indebtedness**").

We also refer to your Guarantee and Postponement of Claim dated as of September 14, 2018 (the "**Scraport Guarantee**" and together with the National Recycling Guarantee, the "**Guarantees**") in respect of Scraport's obligations to the Lender. Pursuant to the terms of the Scraport Guarantee, you have guaranteed payment on demand of all present and future debts and liabilities owing by

Scraport to the Lender up to a maximum amount of CDN\$1,300,000 together with interest thereon from the date of demand (the "**Scraport Guaranteed Indebtedness**" and together with the National Recycling Guaranteed Indebtedness, the "**Guaranteed Indebtedness**").

All obligations under the Scraport Loan Agreement are repayable on demand. Certain defaults and Events of Default under or in connection with the National Recycling Loan Agreement have occurred and are continuing. Pursuant to the Loan Agreements, we hereby declare on behalf of the Lender, that all of the obligations of the Companies to the Lender have become immediately due and payable.

As of June 24, 2019, Scraport is indebted or otherwise liable to the Lender in the amount of CAD\$2,037,619.66 and National Recycling is indebted or otherwise liable to the Lender in the amount of CAD\$1,659,850.55 and USD\$728,298.72, each inclusive of interest to June 24, 2019, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after June 24, 2019 to which the Lender is entitled to under the Loan Agreements, the Guarantees and the General Security Agreement (the "**Indebtedness**").

The Lender hereby demands from you the immediate payment of the Guaranteed Indebtedness in full. Payment of the Guaranteed Indebtedness is to be made forthwith to the Lender. If payment is not paid forthwith, the Lender intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of security held by the Lender.

Yours very truly,



Roger Jalpargas

RJ/cs

Attachments

cc: B. Fick, Royal Bank of Canada (with attachments by email)  
H. Silverman, Borden Ladner Gervais LLP  
G. Phoenix, Loopstra Nixon LLP

TOR01: 8093281: v1

**Tab BB**

THIS IS EXHIBIT "BB" TO THE AFFIDAVIT

OF ROBERT FICK SWORN BEFORE ME

ON THIS 8<sup>th</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

PI4458

Roger Jaipargas  
T 416.367.6266  
F 416.367.6749  
rjaipargas@blg.com

Borden Ladner Gervais LLP  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON, Canada M5H 4E3  
T 416.367.6000  
F 416.367.6749  
blg.com



June 25, 2019

**Delivered by Courier**

**Private and Confidential**

Faiz Rahman  
6161 Osprey Boulevard  
Mississauga, Ontario  
L5N 5W1

Attn: Faiz Rahman

Dear Sir:

**Re: Guarantees in respect of the Obligations of Scraport Inc. ("Scraport") and National Recycling Inc. ("National Recycling" and together with Scraport, the "Companies") to Royal Bank of Canada (the "Lender")**

We are the lawyers for the Lender in connection with the above-captioned matter.

We refer to the letter agreement dated September 11, 2018 and accepted September 14, 2018 (as amended, restated, supplemented or renewed from time to time, the "**Scraport Loan Agreement**"), wherein certain funds were advanced by the Lender to Scraport, subject to the terms and conditions therein. We also refer to the letter agreement dated September 11, 2018 and accepted September 14, 2018 and the Master Lease Agreement dated as of October 15, 2015 (each as amended, restated, supplemented and renewed from time to time, collectively, the "**National Recycling Loan Agreement**" and together with the Scraport Loan Agreement, the "**Loan Agreements**") between National Recycling and the Lender, wherein certain funds were advanced by the Lender to National Recycling. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreements.

We also refer to your Guarantee and Postponement of Claim dated as of September 14, 2018 (the "**National Recycling Guarantee**") in respect of National Recycling's obligations to the Lender. Pursuant to the terms of the National Recycling Guarantee, you have guaranteed payment on demand of all present and future debts and liabilities owing by National Recycling to the Lender up to a maximum amount of CDN\$1,423,500 together with interest thereon from the date of demand (the "**National Recycling Guaranteed Indebtedness**").

We also refer to your Guarantee and Postponement of Claim dated as of September 14, 2018 (the "**Scraport Guarantee**" and together with the National Recycling Guarantee, the "**Guarantees**") in respect of Scraport's obligations to the Lender. Pursuant to the terms of the Scraport Guarantee, you have guaranteed payment on demand of all present and future debts and liabilities owing by



Scraport to the Lender up to a maximum amount of CDN\$1,300,000 together with interest thereon from the date of demand (the "**Scraport Guaranteed Indebtedness**") and together with the National Recycling Guaranteed Indebtedness, the "**Guaranteed Indebtedness**").

All obligations under the Scraport Loan Agreement are repayable on demand. Certain defaults and Events of Default under or in connection with the National Recycling Loan Agreement have occurred and are continuing. Pursuant to the Loan Agreements, we hereby declare on behalf of the Lender, that all of the obligations of the Companies to the Lender have become immediately due and payable.

As of June 24, 2019, Scraport is indebted or otherwise liable to the Lender in the amount of CAD\$2,037,619.66 and National Recycling is indebted or otherwise liable to the Lender in the amount of CAD\$1,659,850.55 and USD\$728,298.72, each inclusive of interest to June 24, 2019, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after June 24, 2019 to which the Lender is entitled to under the Loan Agreements, the Guarantees and the General Security Agreement (the "**Indebtedness**").

The Lender hereby demands from you the immediate payment of the Guaranteed Indebtedness in full. Payment of the Guaranteed Indebtedness is to be made forthwith to the Lender. If payment is not paid forthwith, the Lender intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of security held by the Lender.

Yours very truly,



Roger Jaipargas

RJ/cs

Attachments

cc: B. Fick, Royal Bank of Canada (with attachments by email)  
H. Silverman, Borden Ladner Gervais LLP  
G. Phoenix, Loopstra Nixon LLP

TOR01: 8093279: v1

**Tab CC**

THIS IS EXHIBIT "CC" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

P14458

RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 1  
( 4329)

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 : NATIONAL RECYCLING INC.

FILE CURRENCY : 19JUN 2019

ENQUIRY NUMBER 20190620181234.25 CONTAINS 142 PAGE(S), 44 FAMILY(IES).

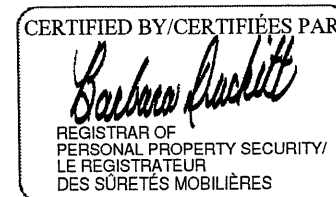
THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME  
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER  
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE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

BORDEN LADNER GERVAIS LLP - BOX 15

22 ADELAIDE ST. WEST, STE. 3400  
TORONTO ON M5H 4E3

CONTINUED...

2



(crfj4 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 2  
( 4330)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
751346667

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190517 1435 1793 4059	P PPSA	1

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L5W0G2

ADDRESS 1 PROLOGIS BLVD. SUITE 104 MISSISSAUGA

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT MAXUC TRADING LTD.

ADDRESS 79 MARTIN ROSS AVE NORTH YORK ON M3J2L5

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
					X	1361250		X

YEAR	MAKE	MODEL	V.I.N.
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GENERAL COLLATERAL DESCRIPTION  
DRAKE HAMMER MILL SHREDDER MODEL DRAKE 16HM SN# 189

REGISTERING AGENT NATIONAL RECYCLING INC.

ADDRESS 1 PROLOGIS BLVD. SUITE 104 MISSISSAUGA ON L5W0G2

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c)1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 3  
( 4331)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	006		20190322 1405 1462 7673	P PPSA	6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6W3W8

ADDRESS 2 COUNTY COURT BLVD. - UNIT 400 BRMAPTON

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

DEBTOR NAME BUSINESS NAME SCRAPORT INC.

ONTARIO CORPORATION NO.  
ON L6W3W8

ADDRESS 2 COUNTY COURT BLVD. - UNIT 400 BRMAPTON

SECURED PARTY / LIEN CLAIMANT CLE CAPITAL INC.

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2019 LINKBELT	210X2	LBX210Q5NJHEX2626

GENERAL DESCRIPTION THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR

REGISTERING AGENT CLE CAPITAL INC.

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c)1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 4  
( 4332)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20190322 1405 1462 7673	P PPSA	6

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.T.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND  
ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE  
"EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE

REGISTERING  
AGENT

CLE CAPITAL INC.

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

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

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Beckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 5  
( 4333)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	006		20190322 1405 1462 7673	P PPSA	6

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

ADDRESS

COLLATERAL CLASSIFICATION

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

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL

COLLATERAL  
DESCRIPTION

RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED  
COLLATERAL")  
(I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

REGISTERING  
AGENT

CLE CAPITAL INC.

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Beckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 6  
( 4334)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	006		20190322 1405 1462 7673	P PPSA	6

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

ADDRESS

COLLATERAL CLASSIFICATION

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

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL  
(II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION  
OF THE EQUIPMENT

REGISTERING AGENT

CLE CAPITAL INC.

ADDRESS

3390 SOUTH SERVICE ROAD, SUITE 301

BURLINGTON

ON

L7N3J5

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

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crjft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 7  
( 4335)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20190322 1405 1462 7673	P PPSA	6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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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

ADDRESS

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

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

MOTOR  
VEHICLE

GENERAL (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR  
COLLATERAL DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND  
DESCRIPTION (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,

REGISTERING  
AGENT CLE CAPITAL INC.

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 8  
( 4336)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20190322 1405 1462 7673	P PPSA	6

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

ADDRESS

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

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

GENERAL COLLATERAL DESCRIPTION  
IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

REGISTERING AGENT  
CLE CAPITAL INC.

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

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

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 9  
( 4337)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	002		20190325 1005 1462 8117	
21	RECORD FILE NUMBER	749343123			
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	NATIONAL RECYCLING INC.		
25	OTHER CHANGE				
26	REASON/	ADDING EQUIPMENT LOCATION			
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEE	BUSINESS NAME	NATIONAL RECYCLING INC		
06					
04/07	ADDRESS	1 PROLOGIS BLVD SUITE 104	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5W0G2	
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	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CLE CAPITAL INC.			
17	SECURED PARTY/	ADDRESS	2200, RUE DE LA SIDBEC SUD	TROIS-RIVIERES	QC G8Z4H1
	LIEN CLAIMANT				

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Pickett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 10  
( 4338)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	002	20190325 1005 1462 8117	
21	RECORD FILE NUMBER	749343123		
	REFERENCED			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05	TRANSFEREE	BUSINESS NAME	SCRAPORT INC	
06		ADDRESS	1 PROLOGIS BLVD SUITE 104	MISSISSAUGA
04/07				ONTARIO CORPORATION NO. NATIONAL ON L5W0G2
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				
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	CLE CAPITAL INC.		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 2200, RUE DE LA SIDBEC SUD	TROIS-RIVIERES	QC G8Z4H1

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 11  
( 4339)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
747801711

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190123 1348 1532 6339	P PPSA	03

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER RD BRAMPTON

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

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.
2019 FORD			F150	1FTEW1EP7KFA24943

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT D + H LIMITED PARTNERSHIP

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crlft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 12  
( 4340)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
747746802

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190122 1048 1532 4995	P PPSA	03

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER RD BRAMPTON

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

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	2018 FORD	F150	1FTFW1E54JFE27808

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT D + H LIMITED PARTNERSHIP

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 13  
( 4341)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
747664767

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20190117 1943 1531 9222	P PPSA	5

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ADDRESS 5 COPPER RD. BRAMPTON ONTARIO CORPORATION NO. ON L6T 4W5

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ADDRESS 1 PROLOGIS BLVD, SUITE 104 MISSISSAUGA ONTARIO CORPORATION NO. ON L5W 0B3

SECURED PARTY / LIEN CLAIMANT HSBC BANK CANADA

ADDRESS 300-2001 MCGILL COLLEGE AVENUE MONTREAL QC H3A 1G1

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2015 ISUZU	NU4YW	JALE5W160F7300701

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT D+H LIMITED PARTNERSHIP

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

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY /  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 14  
( 4342)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
747551673

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	004		20190114 1408 1462 6191	P PPSA	5

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO. 2178004  
ON L5W0G2

ADDRESS 1 PROLOGIS BLVD, UNIT 110 MISSISSAUGA

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02JAN1974	SYED	S	RAHMAN

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.  
ON L7E0P5

ADDRESS 7897 OLD CHURCH ROAD CALEDON

SECURED PARTY / LIEN CLAIMANT ARUNDEL CAPITAL CORPORATION

ADDRESS SUITE 420, 5119 ELBOW DRIVE SW CALGARY AB T2V1H2

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE
			X		X	200000	08FEB2023		

YEAR	MAKE	MODEL	V.I.N.
2015	LIEBHERR	LH30M	WLHZ1200JZK079574

MOTOR VEHICLE

GENERAL ONE(1) USED 2015 LIEBHERR LH30M LITRONIC MATERIAL HANDLER S/N  
COLLATERAL WLHZ1200JZK079574 C/W GRAPPLER AND MAGNET TOGETHER WITH ALL  
DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

REGISTERING AGENT ARUNDEL CAPITAL CORPORATION

ADDRESS 420, 5119 ELBOW DRIVE SW CALGARY AB T2V1H2

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c)1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 15  
( 4343)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
747551673

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	004		20190114 1408 1462 6191	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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM  
DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL  
OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES,

REGISTERING  
AGENT

ARUNDEL CAPITAL CORPORATION

ADDRESS 420, 5119 ELBOW DRIVE SW CALGARY AB T2V1H2

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 16  
( 4344)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
747551673

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	004		20190114 1408 1462 6191	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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION  
DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE,  
RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL,  
CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE,

REGISTERING AGENT  
ARUNDEL CAPITAL CORPORATION

ADDRESS 420, 5119 ELBOW DRIVE SW CALGARY AB T2V1H2

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 17  
( 4345)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
747551673

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	004		20190114 1408 1462 6191	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT	ADDRESS

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

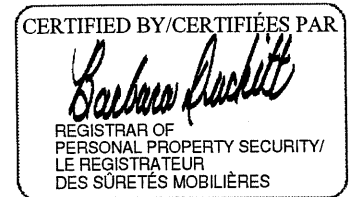
GENERAL COLLATERAL DESCRIPTION	SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

REGISTERING AGENT	ARUNDEL CAPITAL CORPORATION

ADDRESS	420, 5119 ELBOW DRIVE SW	CALGARY	AB	T2V1H2

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

CONTINUED... 18



(cij1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 18  
( 4346)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
746296065

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20181128 1417 1532 5123	P PPSA	03

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.

ADDRESS

5 COPPER RD

BRAMPTON

ON L6T4W5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

ADDRESS

PO BOX 2400

EDMONTON

AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

X

X

X

YEAR MAKE  
2018 FORD

MODEL  
ESCAPE

V.I.N.

1FMCU9GD3JUD31255

GENERAL  
COLLATERAL  
DESCRIPTION

REGISTERING  
AGENT

D + H LIMITED PARTNERSHIP

ADDRESS

2 ROBERT SPECK PARKWAY, 15TH FLOOR

MISSISSAUGA

ON

L4J 1H8

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

CONTINUED...

19

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 19  
( 4347)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
743997168

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20180921 1205 1532 0447	P PPSA	03

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER RD BRAMPTON

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT TOYOTA CREDIT CANADA INC.

ADDRESS 80 MICRO COURT MARKHAM ON L3R 9Z5

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE
	X		X	X	X		13SEP2021		

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
	2018	SUBARU	OUT-JD2LE6	4S4BSFNC5J3339681

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT D + H LIMITED PARTNERSHIP

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8

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

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crlt 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 20  
( 4348)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
743685426

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20180912 1940 1531 0500	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME  
BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER RD BRAMPTON

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

DEBTOR NAME  
BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT  
ROYAL BANK OF CANADA

ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

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

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

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT  
CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cjl1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 21  
( 4349)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
742530393

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	006		20180809 1408 1462 6570	P PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER RD BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT CANADIAN WESTERN BANK LEASING INC.

ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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.  
2018 HAMMER MILL SHREDDER 189

GENERAL COLLATERAL DESCRIBED IN THE SCHEDULE NO. 409043 DATED AUGUST 8, 2018  
COLLATERAL ATTACHED TO THE MASTER LEASE AGREEMENT DATED AUGUST 8, 2018  
DESCRIPTION SECURITY AGREEMENT/LEASE ALL OF THE GOODS DESCRIBED HEREIN, WHEREVER

REGISTERING AGENT CANADIAN WESTERN BANK

ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Pickett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 22  
( 4350)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
742530393

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20180809 1408 1462 6570	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION

SITUATED, AND ALL PRESENT AND AFTER ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ACCESSORIES, ADDITIONS, AND ACCESSIONS AFFIXED THERETO, AND ANY SPARE PARTS, SUPPLIES, SUBSTITUTIONS, REPLACEMENTS,

REGISTERING AGENT

CANADIAN WESTERN BANK

ADDRESS 300, 606 4 STREET SW

CALGARY

AB

T2P1T1

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

CONTINUED...

23

CERTIFIED BY/CERTIFIÉES PAR

*Barbara Pashitt*

REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 23  
( 4351)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
742530393

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	006		20180809 1408 1462 6570	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ADDRESS

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL	EXCHANGES AND TRADE-INS THEREFOR.

COLLATERAL DESCRIPTION	PROCEEDS ALL PRESENT AND AFTER-ACQUIRED GOODS, SECURITY, INVESTMENT PROPERTY, INSTRUMENTS, ACCOUNTS, MONEY, DOCUMENTS OF TITLE, CHATTEL

REGISTERING AGENT	CANADIAN WESTERN BANK

ADDRESS	300, 606 4 STREET SW	CALGARY	AB	T2P1T1

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

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 24  
( 4352)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
742530393

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	006		20180809 1408 1462 6570	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

ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

PAPER AND INTANGIBLES, DERIVED DIRECTLY OR INDIRECTLY FROM ANY  
DEALINGS OF THE ORIGINAL COLLATERAL OR PROCEEDS THEREOF, INCLUDING  
ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING

REGISTERING  
AGENT

CANADIAN WESTERN BANK

ADDRESS 300, 606 4 STREET SW

CALGARY

AB

T2P1T1

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

CONTINUED...

25

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 25  
( 4353)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
742530393

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20180809 1408 1462 6570	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
-------------------------------

ADDRESS

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

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

MOTOR VEHICLE
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GENERAL COLLATERAL DESCRIPTION	THE LEASE OR RENTAL OF SUCH GOODS BY THE DEBTOR TO THIRD PARTIES, TOGETHER WITH THE PRESENT AND FUTURE RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO
--------------------------------	---

REGISTERING AGENT	CANADIAN WESTERN BANK
-------------------	-----------------------

ADDRESS	300, 606 4 STREET SW	CALGARY	AB	T2P1T1
---------	----------------------	---------	----	--------

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cjj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 26  
( 4354)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
742530393

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20180809 1408 1462 6570	P PPSA	5

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

ADDRESS
---------

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

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

GENERAL COLLATERAL OR PROCEEDS THEREOF, ALL AS DEFINED OR REFERENCED IN THE  
PERSONAL PROPERTY SECURITY ACT AND REGULATIONS THERETO.

REGISTERING AGENT CANADIAN WESTERN BANK

ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

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

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 27  
( 4355)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
742240494

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20180801 1145 6005 3828	P PPSA	05

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT CWB NATIONAL LEASING INC.

ADDRESS 1525 BUFFALO PL (2887204) WPG MB R3T 1L9

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

YEAR	MAKE	MODEL	V.I.N.
2006	LIEBHERR	R944C EW LITRONIC	79319144

GENERAL COLLATERAL DESCRIPTION AGREEMENT LOADER 2887204

REGISTERING AGENT

ADDRESS

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

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(crlt 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 28  
( 4356)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
740386629

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20180611 1712 1901 1140	P PPSA	04

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

DEBTOR NAME

BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
AB T0A 0M0

ADDRESS 4688 TAYLOR ROAD BOYLE

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

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP.

ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.T.N.
2012 GENIE		S65	S601224494
2012 JLG		G1055A	0160045647

GENERAL COLLATERAL DESCRIPTION  
BOOM LIFT(S), FORKLIFT(S), SCISSOR LIFT(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM

REGISTERING AGENT AVS SYSTEMS INC.

ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c/j1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 29  
( 4357)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
740386629

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20180611 1712 1901 1140		

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

ADDRESS

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2011 SKYJACK	SJ1113219	22021586

GENERAL  
COLLATERAL  
DESCRIPTION

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

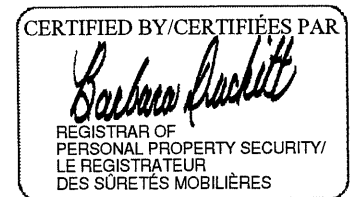
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

30



(crj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 30  
( 4358)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
740386629

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20180611 1712 1901 1140		

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

ADDRESS

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

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

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

PROCEEDS OF THE COLLATERAL

REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

31

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 31  
( 4359)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
737640972

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20180327 1255 1901 6867	P PPSA	04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
		NATIONAL RECYCLING INC.		

ONTARIO CORPORATION NO.  
ON L6T 4W5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
		NATIONAL RECYCLING INC.		

ONTARIO CORPORATION NO.  
AB T0A 0M0

SECURED PARTY / LIEN CLAIMANT  
CATERPILLAR FINANCIAL SERVICES LIMITED

ADDRESS					
3457 SUPERIOR COURT UNIT 2	OAKVILLE	ON	L6L 0C4		

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

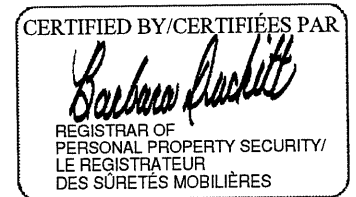
MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
	2017	CATERPILLAR	950M	CAT0950MKENE10316

GENERAL COLLATERAL DESCRIPTION  
ONE (1) CATERPILLAR 950M WHEEL LOADER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL

REGISTERING AGENT	ADDRESS				
	201 - 1325 POLSON DR.	VERNON	BC	V1T 8H2	

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

CONTINUED... 32



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 32  
( 4360)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
737640972

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20180327 1255 1901 6867		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL  
COLLATERAL  
DESCRIPTION

PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH

REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

33

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 33  
( 4361)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
737640972

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20180327 1255 1901 6867		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

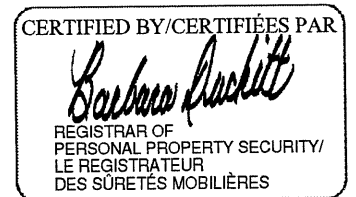
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

34



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 34  
( 4362)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
737245287

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20180314 1241 9102 3254	P PPSA	07

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

DEBTOR NAME	BUSINESS NAME	NATIONAL RECYCLING INC.	ONTARIO CORPORATION NO.
ADDRESS	5 COPPER ROAD	BRAMPTON	ONT L6T 4W5

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

DEBTOR NAME	02JAN1974	SYED	S	RAHMAN	ONTARIO CORPORATION NO.
ADDRESS	5638 ETHAN DRIVE	MISSISSAUGA	ONT	L5M 0V2	

SECURED PARTY / LIEN CLAIMANT	MERCADO CAPITAL CORPORATION, A DIV. OF WESTMINSTER SAVINGS CREDIT UNION	BC	V3T 5Y1
ADDRESS	1900 13450 102 AVENUE	SURREY	

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
2019 TRIDEM	NEUSTAR DEMO DUMP	2N9ED3938K6090349	
2019 TRIDEM	NEUSTAR DEMO DUMP	2N9ED3939K6090350	

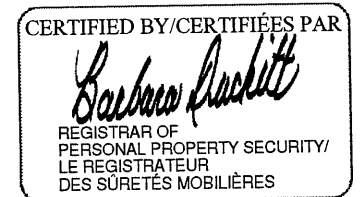
GENERAL COLLATERAL DESCRIPTION: TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

REGISTERING AGENT ADDRESS

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

CONTINUED...

35



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 35  
( 4363)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
737245287

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	4		20180314 1241 9102 3254		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	02JAN1974	SYED	I	RAHMAN

ONTARIO CORPORATION NO.  
ONT L5M 0V2

ADDRESS 5638 ETHAN DRIVE MISSISSAUGA

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
	2019	TRIDEM	NEUSTAR DEMO DUMP	2N9ED393XK6090351

GENERAL COLLATERAL DESCRIPTION DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM

REGISTERING AGENT

ADDRESS

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

CONTINUED...

36

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crlft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 36  
( 4364)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
737245287

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	4		20180314 1241 9102 3254		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT	ADDRESS

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.T.N.

GENERAL COLLATERAL DESCRIPTION	THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR

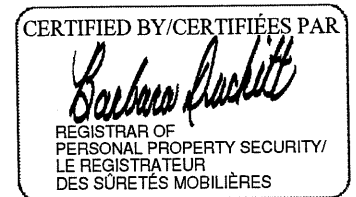
REGISTERING AGENT

ADDRESS

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

CONTINUED...

37



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 37  
( 4365)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
737245287

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	4		20180314 1241 9102 3254		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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.

GENERAL COLLATERAL DESCRIPTION

LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

REGISTERING AGENT

ADDRESS

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

CONTINUED...

38

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crjft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 38  
( 4366)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
732923802

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20171013 1431 1530 0371	P PPSA	3

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

DEBTOR NAME  
BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4P1

ADDRESS 5 STRATHEARN AVE BRAMPTON

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

DEBTOR NAME  
BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT  
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY

ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2017 FORD	ESCAPE	1FMCU9G94HUC56782

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT  
CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR  
*Sabrina Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 39  
( 4367)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
732877101

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 001 20171012 1452 1530 0017 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME NATIONAL RECYCLING INC. ONTARIO CORPORATION NO.  
04 ADDRESS 5 STRATHEARN AVE BRAMPTON ON L6T 4P1

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

08 SECURED PARTY / FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD 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 2017 FORD EDGE 2FMPK4K81HBC56852

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... 40

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 40  
( 4368)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

00 FILE NUMBER  
732544839

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 004 20171003 1010 1462 9662 P PPSA 7

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME NATIONAL RECYCLING INC. ONTARIO CORPORATION NO.  
04 ADDRESS 5 COPPER ROAD BRAMPTON ON L6T4W5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME 02JAN1974 SYED S RAHMAN ONTARIO CORPORATION NO.  
07 ADDRESS 7897 OLD CHURCH ROAD CALEDON ON L7E0P5

08 SECURED PARTY / MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION  
09 LIEN CLAIMANT ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

11 MOTOR YEAR MAKE MODEL V.T.N.  
12 VEHICLE 2017 BONFIGLIOLI SQUALO 3000 1088

13 GENERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND  
15 DESCRIPTION ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

16 REGISTERING MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION  
17 AGENT ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

CONTINUED... 41

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY /  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 41  
( 4369)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

FILE NUMBER  
732544839

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	004		20171003 1010 1462 9662	P PPSA	7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	02JAN1974	SYED	I	RAHMAN

ONTARIO CORPORATION NO.  
ON L7E0P5

ADDRESS 7897 OLD CHURCH ROAD CALEDON

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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.

GENERAL COLLATERAL DESCRIPTION	DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE

REGISTERING AGENT MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 42  
( 4370)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

FILE NUMBER  
732544839

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	004		20171003 1010 1462 9662	P PPSA	7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT  
ADDRESS

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL  
COLLATERAL  
DESCRIPTION

LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,  
DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR  
ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE

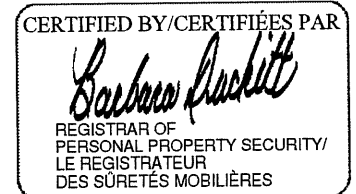
REGISTERING AGENT

MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

CONTINUED... 43



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 43  
( 4371)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

FILE NUMBER  
732544839

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	004		20171003 1010 1462 9662	P PPSA	7

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

REGISTERING  
AGENT

MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 44  
( 4372)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20190524 1751 9102 3569	
21	RECORD FILE NUMBER	732544839		
	RENEWAL YEARS			
	CORRECT PERIOD			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED C DISCHARGE	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL RECYCLING INC.	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER			
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR NO FIXED MATURITY DATE
10				
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	MER		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1900 SURREY BC	V3T 5Y1

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

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Beckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 45  
( 4373)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
730766088

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20170810 1516 4085 1213	P PPSA	03

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.

ADDRESS

5 COPPER ROAD

BRAMPTON

ON L6T 4W5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

TOYOTA CREDIT CANADA INC.

ADDRESS

80 MICRO COURT, SUITE 200

MARKHAM

ON L3R 9Z5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X		X	X		05AUG2020		

YEAR MAKE  
2017 TOYOTA

MODEL  
TACOMA 4X4

V.I.N.  
5TFDZ5BN3HX023126

GENERAL  
COLLATERAL  
DESCRIPTION

REGISTERING  
AGENT

D + H LIMITED PARTNERSHIP

ADDRESS

2 ROBERT SPECK PARKWAY, 15TH FLOOR

MISSISSAUGA

ON L4J 1H8

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

CONTINUED... 46

CERTIFIED BY/CERTIFIÉES PAR

*Barbara Aschitt*

REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1t 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 46  
( 4374)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
728986041

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20170621 1538 9102 3055	P PPSA	07

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC. ONTARIO CORPORATION NO.  
ADDRESS 5 COPPER ROAD BRAMPTON ON L6T 4W5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NRI INDUSTRIAL SALES INCORPORATED ONTARIO CORPORATION NO.  
ADDRESS 5 COPPER ROAD BRAMPTON ON L6T 4W5

SECURED PARTY / LIEN CLAIMANT MERCADO CAPITAL CORPORATION, A DIV. OF WESTMINSTER SAVINGS CREDIT UNION  
ADDRESS 1900 13450 102 AVENUE SURREY BC V3T 5Y1

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

X X X

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.  
2017 TITAN TRIDEM 2TVDP393XJD000003

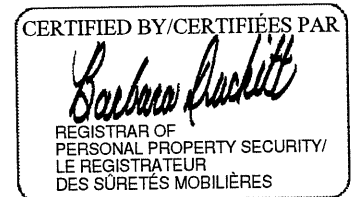
GENERAL COLLATERAL DESCRIPTION TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

REGISTERING AGENT ADDRESS

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

CONTINUED...

47



(c)1ft 11/2017



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 47  
( 4375)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
728986041

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	4		20170621 1538 9102 3055		

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

DEBTOR NAME BUSINESS NAME PINE FALLS DEVELOPMENT CORPORATION

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

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

MOTOR VEHICLE

GENERAL COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,  
COLLATERAL CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS  
DESCRIPTION RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

REGISTERING AGENT

ADDRESS

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

CONTINUED...

48

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 48  
( 4376)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
728986041

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	4		20170621 1538 9102 3055		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF  
COLLATERAL TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER  
DESCRIPTION PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

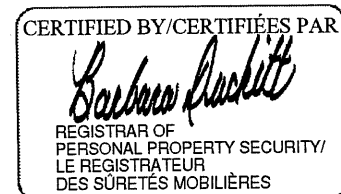
REGISTERING AGENT

ADDRESS

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

CONTINUED...

49



(c)11/11/2017



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 49  
( 4377)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
728986041

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	4		20170621 1538 9102 3055		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR  
VEHICLE

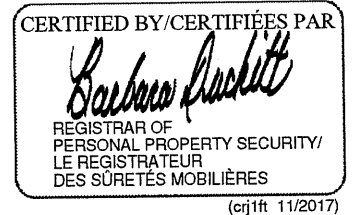
GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.  
COLLATERAL  
DESCRIPTION

REGISTERING  
AGENT

ADDRESS

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

CONTINUED... 50



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 50  
( 4378)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725647653

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	004		20170315 1706 1462 9209	P PPSA	7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER ROAD BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NRI INDUSTRIAL SALES INCORPORATED

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER ROAD BRAMPTON

SECURED PARTY / LIEN CLAIMANT MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2017 TITAN	39 TRIDEM	2TVDP3930HD000263

GENERAL COLLATERAL DESCRIPTION TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

REGISTERING AGENT MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

CONTINUED... 51

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 51  
( 4379)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725647653

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	004		20170315 1706 1462 9209	P PPSA	7

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

PINE FALLS DEVELOPMENT CORPORATION

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS

5 COPPER ROAD

BRAMPTON

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

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

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL

COLLATERAL  
DESCRIPTION

DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT  
LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,  
GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE

REGISTERING  
AGENT

MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS

1900 - 13450 102 AVENUE

SURREY

BC

V3T5Y1

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

CONTINUED...

52

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Prescott*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 52  
( 4380)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725647653

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	004		20170315 1706 1462 9209	P PPSA	7

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION  
LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE

REGISTERING AGENT

MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS 1900 - 13450 102 AVENUE

SURREY

BC V3T5Y1

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

CONTINUED... 53

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
(cjlft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 53  
( 4381)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725647653

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	004		20170315 1706 1462 9209	P PPSA	7

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

REGISTERING  
AGENT

MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

CONTINUED... 54

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 54  
( 4382)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725261994

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20170302 1137 1902 8036	P PPSA	05

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
AB T0A 0M0

ADDRESS RR 193 SEC 831 BOYLE

SECURED PARTY / LIEN CLAIMANT CATERPILLAR FINANCIAL SERVICES LIMITED

ADDRESS 3457 SUPERIOR COURT UNIT 2 OAKVILLE ON L6L 0C4

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
	2013	CATERPILLAR	MH3049	CATMH304KHPB00202

GENERAL COLLATERAL DESCRIPTION ONE (1) CATERPILLAR MH3049 MATERIAL HANDLER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL

REGISTERING AGENT AVS SYSTEMS INC.

ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 55

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 55  
( 4383)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725261994

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20170302 1137 1902 8036		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH

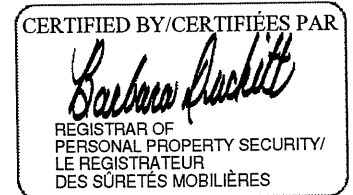
REGISTERING AGENT

ADDRESS

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

CONTINUED...

56



(crl1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 56  
( 4384)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725261994

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20170302 1137 1902 8036		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	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 SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

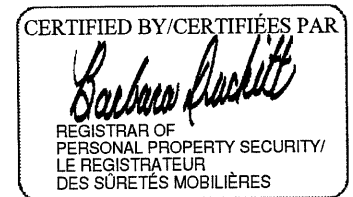
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

57



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 57  
( 4385)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725077926

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	004		20170224 1012 1462 2744	P PPSA	7

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NATIONAL RECYCLING INC.				
		ADDRESS	5 COPPER ROAD		BRAMPTON	ON L6T4W5

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NRI INDUSTRIAL SALES INCORPORATED				
		ADDRESS	5 COPPER ROAD		BRAMPTON	ON L6T4W5

SECURED PARTY / LIEN CLAIMANT	ADDRESS					
	1900 - 13450 102 AVENUE		SURREY		BC	V3T5Y1

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.
	2017	TITAN	39 TRIDEM	2TVDP3932HD000264

GENERAL COLLATERAL DESCRIPTION	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

REGISTERING AGENT	MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION	ADDRESS	SURREY	BC	V3T5Y1
		1900 - 13450 102 AVENUE			

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

CONTINUED... 58

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 58  
( 4386)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725077926

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	004		20170224 1012 1462 2744	P PPSA	7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME PINE FALLS DEVELOPMENT CORPORATION

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER ROAD BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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.
VEHICLE				

GENERAL COLLATERAL DESCRIPTION DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE

REGISTERING AGENT MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

CONTINUED... 59

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 59  
( 4387)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725077926

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	004		20170224 1012 1462 2744	P PPSA	7

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

ADDRESS

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE

REGISTERING AGENT MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

CONTINUED... 60

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Prescott*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 60  
( 4388)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
725077926

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	004		20170224 1012 1462 2744	P PPSA	7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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.

GENERAL COLLATERAL DESCRIPTION

TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

REGISTERING AGENT

MERCADO CAPITAL CORPORATION, DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

CONTINUED... 61

CERTIFIED BY/CERTIFIÉES PAR

*Barbara Aschitt*

REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c)11t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 61  
( 4389)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724803768

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20170213 1012 1462 9165	P PPSA	3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC. ONTARIO CORPORATION NO. ON L6T4W5  
ADDRESS 5 COPPER RD. BRAMPTON,

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
04JUL1982 JAMIL U RAHMAN

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO. ON L5M3H6  
ADDRESS 4582 BADMINTON DRIVE MISSISSAUGA

SECURED PARTY / LIEN CLAIMANT TESLA MOTORS CANADA ULC  
ADDRESS 3401 DUFFERIN STREET, SUITE 320 TORONTO ON M6A2T9

COLLATERAL CLASSIFICATION  
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE  
X X 131800 X

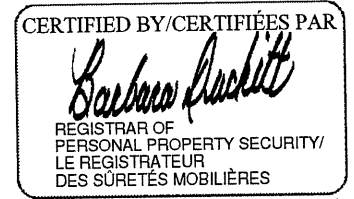
YEAR MAKE MODEL V.I.N.  
2016 TESLA MODEL S 5YJSA1E21GF169221  
MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION  
3 YR MODEL S LEASE

REGISTERING AGENT TESLA MOTORS CANADA ULC  
ADDRESS 3401 DUFFERIN STREET, SUITE 320 TORONTO ON M6A2T9

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

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(cjj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 62  
( 4390)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724803768

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20170213 1012 1462 9165	P PPSA	3

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	04JUL1982	JAMIL	U	SYED

ONTARIO CORPORATION NO.  
ON L5M3H6

ADDRESS 4582 BADMINTON DRIVE MISSISSAUGA

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	04JUL1982	JAMIL	U	SHAH

ONTARIO CORPORATION NO.  
ON L5M3H6

ADDRESS 4582 BADMINTON DRIVE MISSISSAUGA

SECURED PARTY /  
LIEN CLAIMANT  
ADDRESS

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

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

GENERAL  
COLLATERAL  
DESCRIPTION

REGISTERING AGENT TESLA MOTORS CANADA ULC

ADDRESS 3401 DUFFERIN STREET, SUITE 320 TORONTO ON M6A2T9

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

CONTINUED... 63

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cjr1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 63  
( 4391)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724803768

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20170213 1012 1462 9165	P PPSA	3

DATE OF BIRTH  
04JUL1982

FIRST GIVEN NAME  
SHAH

INITIAL

SURNAME  
SYED

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.  
ON L5M3H6

ADDRESS

4582 BADMINTON DRIVE

MISSISSAUGA

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

REGISTERING  
AGENT

TESLA MOTORS CANADA ULC

ADDRESS

3401 DUFFERIN STREET, SUITE 320

TORONTO

ON

M6A2T9

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

CONTINUED... 64

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 64  
( 4392)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724380777

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	01	002		20170126 1410 1462 3015	P PPSA	6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER RD. BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT CONCENTRA BANK

ADDRESS C/O COMM LEASING BOX 3030 2055 ALBERT S REGINA SK S4P 3G

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.
2016	LIEBHERR	LB 60C MATERIAL	1203 83859

GENERAL COLLATERAL DESCRIPTION PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR

REGISTERING AGENT CAD CONCENTRA

ADDRESS COMMERCIAL LEASING BOX 3030, 2055 ALBERT REGINA SK S4P 3G8

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

CONTINUED... 65

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 65  
( 4393)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724380777

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	02	002		20170126 1410 1462 3015	P PPSA	6

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL COLLATERAL DESCRIPTION  
INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT,  
RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL

REGISTERING  
AGENT

CAD CONCENTRA

ADDRESS COMMERCIAL LEASING BOX 3030, 2055 ALBERT REGINA

SK S4P 3G8

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

CONTINUED... 66

CERTIFIED BY/CERTIFIÉES PAR

*Barbara Duckitt*

REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 66  
( 4394)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20190206 1000 1462 3725	
21	RECORD FILE NUMBER	724380777		
	REFERENCE			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED E TRANSFER	RENEWAL YEARS
				CORRECT PERIOD
23	REFERENCE		FIRST GIVEN NAME	INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL RECYCLING INC.	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05	TRANSFEREE	BUSINESS NAME	MAXUC TRADING INC.	
03/				
06				
04/07	ADDRESS	79 MARTIN ROSS AVENUE	NORTH YORK	ONTARIO CORPORATION NO. ON M3J 2L
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				
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	CONCENTRA BANK		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	C/O COMMERCIAL LEASING, 2055 ALBERT ST BOX 3030, REGINA	SK S4P3G8

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

CONTINUED... 67

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 67  
( 4395)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724065921

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	007		20170113 1439 1530 8410	P PPSA	6

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER RD. BRAMPTON

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L8H 7J3

ADDRESS 735 STATHEARNE AVE HAMILTON

SECURED PARTY / LIEN CLAIMANT HSBC BANK CANADA

ADDRESS 300-2001 MCGILL COLLEGE AVENUE MONTREAL QC H3A 1G1

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

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

GENERAL COLLATERAL DESCRIPTION  
"(1) VERTICAL CUT SHEAR MODEL SQUALO 3000 SERIAL NR 1055 COMPOSED BY  
- BASIC STRUCTURE IN HIGH STRENGTH STEEL FRAME

REGISTERING AGENT D+H LIMITED PARTNERSHIP  
ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 68

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 68  
( 4396)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724065921

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	007		20170113 1439 1530 8410		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT	ADDRESS

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.

GENERAL COLLATERAL DESCRIPTION	
	- DIESEL ENGINE OF ABOUT 350 HP BRAND CUMMINS + ELECTRICAL MOTOR OF ABOUT 250 KW EQUIPPED WITH ITS STARTER DELTA STAR SYSTEM

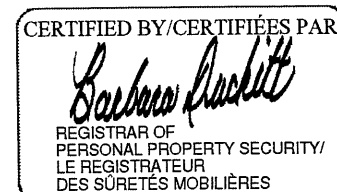
REGISTERING AGENT

ADDRESS

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

CONTINUED...

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(c)11/11/2017



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 69  
( 4397)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724065921

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	007		20170113 1439 1530 8410		

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

ADDRESS

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

YEAR	MAKE	MODEL	V.T.N.
------	------	-------	--------

MOTOR VEHICLE

GENERAL	- 4 HYDRAULIC STABILIZERS
COLLATERAL	- REMOTE CONTROL
DESCRIPTION	SPARES

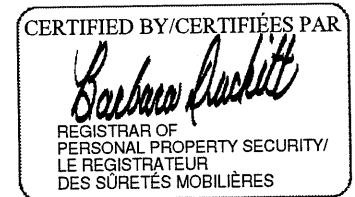
REGISTERING AGENT

ADDRESS

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

CONTINUED...

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RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 70  
( 4398)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724065921

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	007		20170113 1439 1530 8410		

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

ADDRESS

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

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

MOTOR VEHICLE

GENERAL	1 SETS OF BLADES + 1 SET OF BOLTS WITH SPACERS /SHIMS
COLLATERAL	1 PC BOARD
DESCRIPTION	1 SET OF LIMIT SWITCHES

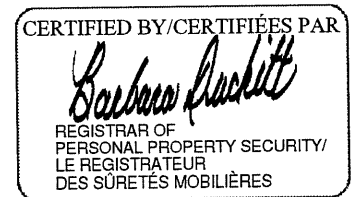
REGISTERING AGENT

ADDRESS

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

CONTINUED...

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(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 71  
( 4399)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724065921

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	007		20170113 1439 1530 8410		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL	DESCRIPTION
1 SET OF PRESSURE SWITCHES	
1 SET OF ENGINE AND HYDRAULIC OIL FILTERS	
1 SET OF HIGH PRESSURE HYDRAULIC HOSES	

REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

72

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 72  
( 4400)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724065921

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	007		20170113 1439 1530 8410		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.T.N.

MOTOR VEHICLE

GENERAL	1 SET OF BLANKHOLDER AND FLIPPER RAM SEALS
COLLATERAL	1 HEAD DUST CUTTING RAM SEAL
DESCRIPTION	1 SPARE GREASE PUMP

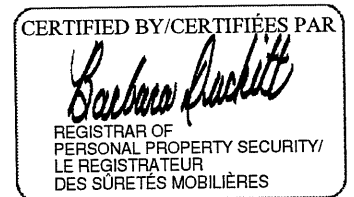
REGISTERING AGENT

ADDRESS

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

CONTINUED...

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RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 73  
( 4401)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724065921

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	07	007		20170113 1439 1530 8410		

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

ADDRESS

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

MOTOR VEHICLE

GENERAL (VALUE \$ 1,488,210.00)"

COLLATERAL DESCRIPTION

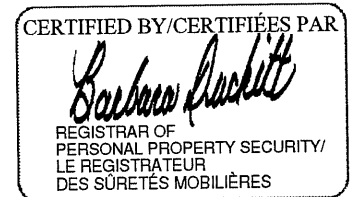
REGISTERING AGENT

ADDRESS

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

CONTINUED...

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(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 74  
( 4402)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724026798

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20170112 1235 9102 2917	P PPSA	07

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

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

DEBTOR NAME BUSINESS NAME PINE FALLS DEVELOPMENT CORPORATION

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

SECURED PARTY / LIEN CLAIMANT MERCADO CAPITAL CORPORATION, A DIV. OF WESTMINSTER SAVINGS CREDIT UNION

ADDRESS SUITE # 1900 13450 102 AVENUE SURREY BC V3T 5Y1

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
	2016	BONFIGLIOLI	2000 SHEAR	1054

GENERAL COLLATERAL DESCRIPTION TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

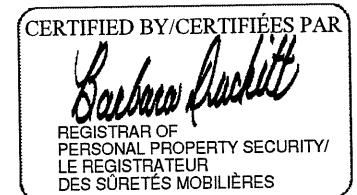
REGISTERING AGENT

ADDRESS

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

CONTINUED...

75



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 75  
( 4403)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724026798

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	4		20170112 1235 9102 2917		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NRI INDUSTRIAL SALES INCORPORATED

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,  
COLLATERAL CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS  
DESCRIPTION RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

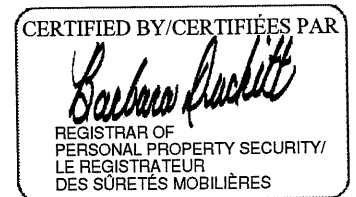
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

76



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 76  
( 4404 )

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
724026798

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	4		20170112 1235 9102 2917		

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

ADDRESS

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

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

MOTOR VEHICLE

GENERAL COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF  
TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER  
DESCRIPTION PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

77

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Prescott*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 77  
( 4405)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
724026798

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
004 4 20170112 1235 9102 2917

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 /  
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 COLLATERAL OR PROCEEDS OF THE COLLATERAL.  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING  
AGENT  
17 ADDRESS

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

CONTINUED...

78

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c)11t 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 78  
( 4406 )

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
723991005

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	005		20170111 1046 8077 4915	P PPSA	6

02

03

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

04

ADDRESS  
5 COPPER ROAD  
BRAMPTON  
ONTARIO CORPORATION NO.  
ON L6T4W5

05

06

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

07

ADDRESS  
ONTARIO CORPORATION NO.

08

09

SECURED PARTY /  
LIEN CLAIMANT  
ADDRESS  
ROYAL BANK OF CANADA  
300-5575 NORTH SERVICE RD  
BURLINGTON  
ON L7L 6M1

10

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

11

12

MOTOR  
VEHICLE  
YEAR MAKE  
MODEL  
V.I.N.

13

14

15

GENERAL  
COLLATERAL  
DESCRIPTION  
2016 VERTICAL CUT SHEAR SQUALO 2000 S/N NR1053 - TOGETHER WITH  
ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,  
SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

16

17

REGISTERING  
AGENT  
REGISTRY = RECOVERY INC.  
ADDRESS  
1551 THE QUEENSWAY  
TORONTO  
ON M8Z 1T5

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

CONTINUED... 79

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 79  
( 4407)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
723991005

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	005		20170111 1046 8077 4915		

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

ROYAL BANK OF CANADA

ADDRESS

180 WELLINGTON ST WEST, 5TH FL

TORONTO

ON

M5J 1J1

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

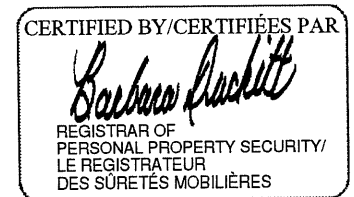
REGISTERING AGENT

ADDRESS

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

CONTINUED...

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(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 80  
( 4408)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
723991005

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	005		20170111 1046 8077 4915		

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

ADDRESS

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

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

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION	RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
--------------------------------	--

REGISTERING AGENT

ADDRESS

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

CONTINUED...

81

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 81  
( 4409)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
723991005

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	005		20170111 1046 8077 4915		

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

ADDRESS

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

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL	PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
COLLATERAL	COLLATERAL OR PROCEEDS OF THE COLLATERAL
DESCRIPTION	

REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

82

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 82  
( 4410)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
723991005

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	005		20170111 1046 8077 4915		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

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

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

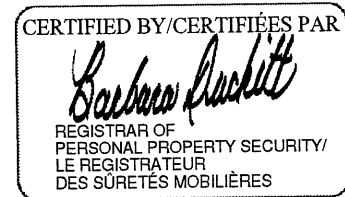
REGISTERING AGENT

ADDRESS

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

CONTINUED...

83



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 83  
( 4411)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
723848364

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 001 20170105 1005 1462 5920 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME NATIONAL RECYCLING INC.

04 ADDRESS 5 COPPER RD BRAMPTON ONTARIO CORPORATION NO.  
ON L6T4W5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME 02JAN1975 SHAH S SYED

07 ADDRESS 1032 SYDENHAM LANE MILTON ONTARIO CORPORATION NO.  
ON L9T8J2

08 SECURED PARTY / TESLA MOTORS CANADA ULC  
09 LIEN CLAIMANT ADDRESS 3401 DUFFERIN STREET, SUITE 320 TORONTO ON M6A2T9

10 COLLATERAL CLASSIFICATION  
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
X X 153600 X

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE 2016 TESLA MODEL X 5YJXCBE24GF027676

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING TESLA MOTORS CANADA ULC  
17 AGENT ADDRESS 3401 DUFFERIN STREET, SUITE 320 TORONTO ON M6A2T9

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

CONTINUED... 84

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 84  
( 4412)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
722614653

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 003 20161117 1938 1531 4793 P PFSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME NATIONAL RECYCLING INC. ONTARIO CORPORATION NO.  
04 ADDRESS 5 COPPER ROAD BRAMPTON ON L6T 4W5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME PINE FALLS DEVELOPMENT CORPORATION ONTARIO CORPORATION NO.  
07 ADDRESS 5 COPPER ROAD BRAMPTON ON L6T 4W5

08 SECURED PARTY / FIRST GIVEN NAME INITIAL SURNAME  
LIEN CLAIMANT BLUESHORE LEASING LTD.  
09 ADDRESS 1250 LONSDALE AVENUE NORTH VANCOUVER BC V7M 2H6

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

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

13 GENERAL BONFIGLIOLI VERTICAL CUT SHEAR MODEL SQUALO 3000 S/N 1056 TOGETHER  
14 COLLATERAL WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,  
15 DESCRIPTION SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS

16 REGISTERING D+H LIMITED PARTNERSHIP  
17 AGENT ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 85

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 85  
( 4413)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
722614653

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20161117 1938 1531 4793		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NRI INDUSTRIAL SALES INCORPORATED

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
02JAN1974 SYED SHAH IRFANUR RHAMAN

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL COLLATERAL DESCRIPTION THAT ARE GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, OR MONEY.

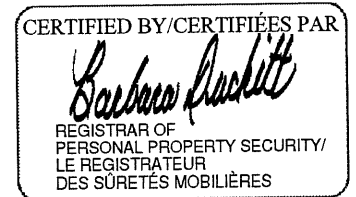
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

86



(crj1t 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 86  
( 4414)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
722614653

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20161117 1938 1531 4793		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	02JAN1974	IRFANUR		RHAMAN

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL  
COLLATERAL  
DESCRIPTION

REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

87

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 87  
( 4415)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	002		20190129 1941 1531 2984	
21	RECORD FILE NUMBER	722614653			
	REFERENCE				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
		X			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL RECYCLING INC		
25	OTHER CHANGE				
26	REASON/	AMEND 4TH AND 5TH DEBTORS' NAMES TO			
27	DESCRIPTION	RAHMAN, SYED SHAH IRFANUR AND			
28		RAHMAN, IRFANUR			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/	02JAN1974	SYED SHAH IRFANUR	RAHMAN	
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	5 COPPER ROAD	BRAMPTON	ONTARIO CORPORATION NO.	ON L6T 4W5
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					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

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

CONTINUED... 88

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 88  
( 4416)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	002	20190129 1941 1531 2984	
21	RECORD FILE NUMBER	722614653		
	RENEWAL YEARS			
22	CORRECT PERIOD			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	
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/	02JAN1974	IRFANUR	RAHMAN
03/	TRANSFEE	BUSINESS NAME		
06				
04/07	ADDRESS	5 COPPER ROAD	BRAMPTON	ONTARIO CORPORATION NO. ON L6T 4W5
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				
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	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...

89

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 89  
( 4417)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	002		20190212 1442 1530 0510	
21	RECORD FILE NUMBER	722614653			
	RENEWAL YEARS				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL RECYCLING INC		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	ADD DEBTORS -			
27		SCRAPORT INC			
28		2139483 ALBERTA LTD			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	SCRAPORT INC		
03/					
06					
04/07	ADDRESS	4688 TAYLOR ROAD	BOYLE	ONTARIO CORPORATION NO. AB	T0A 0M0
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10					
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT 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... 90

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 90  
( 4418)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	002		20190212 1442 1530 0510	
21	RECORD FILE NUMBER	722614653			
	REFERENCE			RENEWAL YEARS	CORRECT PERIOD
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME	2139483 ALBERTA LTD		
06				ONTARIO CORPORATION NO.	
04/07	ADDRESS	4688 TAYLOR ROAD	BOYLE	AB	T0A 0M0
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					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

91

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Blackett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 91  
( 4419)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20190212 1442 1530 0511	
21	RECORD FILE NUMBER	722614653			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	B RENEWAL	1	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL RECYCLING INC		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
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	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... 92

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Shackitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 92  
( 4420)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20190212 1941 1531 6566	
21	RECORD FILE NUMBER	722614653			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22		X			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL RECYCLING INC		
25	OTHER CHANGE				
26	REASON/	DELETE DEBTOR			
27	DESCRIPTION	NRI INDUSTRIAL SALES INCORPORATED			
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEEEE	BUSINESS NAME			
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	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... 93

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 93  
( 4421)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
722114991

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	005		20161101 1633 8077 0410	P PPSA	6

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER ROAD BRAMPTON

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

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

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

MOTOR VEHICLE

GENERAL DESCRIPTION BONFIGILOI VERTICAL SQUATO 2000CUT SHEAR S/N 1051 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

REGISTERING AGENT REGISTRY = RECOVERY INC.

ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 94

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 94  
( 4422)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
722114991

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	005		20161101 1633 8077 0410		

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 ROYAL BANK OF CANADA

ADDRESS 180 WELLINGTON ST WEST, 5TH FL TORONTO ON M5J 1J1

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

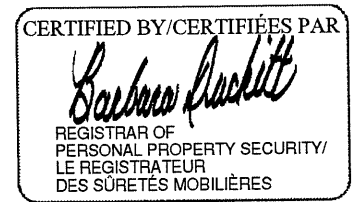
REGISTERING AGENT

ADDRESS

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

CONTINUED...

95



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 95  
( 4423)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
722114991

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	005		20161101 1633 8077 0410		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

REGISTERING AGENT

ADDRESS

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

CONTINUED...

96

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 96  
( 4424)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
722114991

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	005		20161101 1633 8077 0410		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

REGISTERING AGENT

ADDRESS

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

CONTINUED...

97

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(cj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 97  
( 4425)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
722114991

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	005		20161101 1633 8077 0410		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT

ADDRESS

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

CONTINUED... 98

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 98  
( 4426 )

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
721036107

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20160928 1418 1462 7984	P PPSA	6

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS

5 COPPER RD

BRAMPTON

DATE OF BIRTH  
02JAN1974

FIRST GIVEN NAME  
SYED

INITIAL  
S

SURNAME  
RAHMAN

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS

5 COPPER RD

BRAMPTON

SECURED PARTY /  
LIEN CLAIMANT

COAST CAPITAL EQUIPMENT FINANCE LTD.

ADDRESS

800-9900 KING GEORGE BLVD.

SURREY

BC V3T0K7

COLLATERAL CLASSIFICATION

CONSUMER  
GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER

MOTOR VEHICLE  
INCLUDED

AMOUNT

DATE OF  
MATURITY OR

NO FIXED  
MATURITY DATE

X

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

2016 BONFIGLIOLI SQUALO 2000 S/N NR1052  
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO,

REGISTERING  
AGENT

COAST CAPITAL EQUIPMENT FINANCE LTD.

ADDRESS

800-9900 KING GEORGE BLVD.

SURREY

BC V3T0K7

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

CONTINUED... 99

CERTIFIED BY/CERTIFIÉES PAR

*Barbara Archibutt*

REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 99  
( 4427)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
721036107

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20160928 1418 1462 7984	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	02JAN1974	SYED	I	RAHMAN

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER RD BRAMPTON

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	02JAN1974	SYED	U	RAHMAN

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER RD BRAMPTON

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

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

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

GENERAL COLLATERAL DESCRIPTION AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT

REGISTERING AGENT COAST CAPITAL EQUIPMENT FINANCE LTD.

ADDRESS 800-9900 KING GEORGE BLVD. SURREY BC V3T0K7

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

CONTINUED... 100

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 100  
( 4428)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
721036107

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20160928 1418 1462 7984	P PPSA	6

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

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	---------------	--------	------------------	----	------------------------

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

MOTOR  
VEHICLE

GENERAL COLLATERAL DESCRIPTION  
THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE  
COLLATERAL OR PROCEEDS OF THE COLLATERAL.

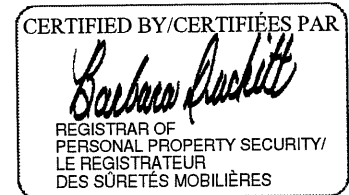
REGISTERING  
AGENT

COAST CAPITAL EQUIPMENT FINANCE LTD.

ADDRESS 800-9900 KING GEORGE BLVD. SURREY BC V3T0K7

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

CONTINUED... 101



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 101  
( 4429)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
721036485

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20160928 1436 1530 3179	P PPSA	6

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER RD BRAMPTON

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
AB T0A 0M0

ADDRESS 193 RANGE RD., BOYLE

SECURED PARTY / LIEN CLAIMANT HSBC BANK CANADA

ADDRESS 300-2001 MCGILL COLLEGE AVENUE MONTREAL QC H3A 1G1

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

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

MOTOR VEHICLE  
GENERAL DESCRIPTION  
2016 MATERIAL HANDLER MAKE LIEBHERR, MODEL LH90M S/N 1204-79289  
+ ACCESSORIES LIEBHERR DIESEL ENGIN D936, 4X SOLID STECO TIREWS  
20.5 X 25, HYDRAULIC CAB RISER C/W PLATFORM, BULLETPROOF WINDSHIELD,

REGISTERING AGENT D+H LIMITED PARTNERSHIP

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

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

CONTINUED... 102

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES  
(cj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 102  
( 4430)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
721036485

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
02 003 20160928 1436 1530 3179

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

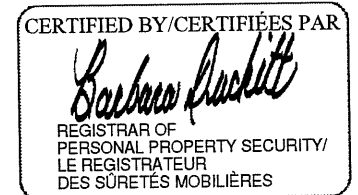
13 GENERAL AUTO LUBE SYSTEM, HYDRAULIC ADJUSTABLE ENGINE FAN, INDUSTRIAL BOOM  
14 COLLATERAL 9.50M, LIEBHERR ERC CYLINDER, INDUSTRIAL STICK 8.8M, 20KW MOZELT  
15 DESCRIPTION GENERATOR, REAR SPACE MONITORING CAMERA, HYDRAULIC TANK HEATER,

16 REGISTERING  
17 AGENT

ADDRESS

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

CONTINUED... 103



(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 103  
( 4431)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
721036485

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20160928 1436 1530 3179		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

ENGINE COOLANT HEATER, ONE USED ROTOBEC MAGGRAB

REGISTERING AGENT

ADDRESS

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

CONTINUED... 104

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 104  
( 4432)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
718713324

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	5		20160718 1751 5064 4857	P PPSA	04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT WELLS FARGO EQUIPMENT FINANCE COMPANY

ADDRESS 2300 MEADOWVALE BLVD. MISSISSAUGA ON L5N 5P9

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

YEAR MAKE MODEL V.I.N.  
2008 INTERNATIONAL 5600I 1HTXHAPT18J631796

GENERAL COLLATERAL DESCRIPTION ONE (1) 2008 INTERNATIONAL 5600I DUMP TRUCK S/N 1HTXHAPT18J631796 THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,

REGISTERING AGENT SECUREFACT TRANSACTION SERVICES, INC.

ADDRESS 365 BAY STREET, SUITE 300 TORONTO ON M5H 2V1

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

CONTINUED... 105

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 105  
( 4433)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
718713324

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20160718 1751 5064 4857		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE

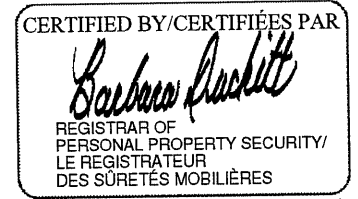
GENERAL COLLATERAL DESCRIPTION ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR

REGISTERING AGENT

ADDRESS

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

CONTINUED... 106



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 106  
( 4434)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
718713324

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	5		20160718 1751 5064 4857		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
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MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO. PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR

REGISTERING AGENT

ADDRESS

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

CONTINUED... 107

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 107  
( 4435)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
718713324

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	5		20160718 1751 5064 4857		

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

ADDRESS

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION  
INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE

REGISTERING AGENT

ADDRESS

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

CONTINUED... 108

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 108  
( 4436)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
718713324

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	5		20160718 1751 5064 4857		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND INVESTMENT PROPERTY. LA 9874496001

REGISTERING AGENT

ADDRESS

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

CONTINUED... 109

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 109  
( 4437)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
717711804

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	002		20160615 1705 1462 3672	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER RD. BRAMPTON

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT CONCENTRA FINANCIAL SERVICES ASSOCIATION

ADDRESS C/O COMM LEASING BOX 3030 2055 ALBERT S REGINA SK S4P 3G

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

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

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION LIEBHERRLH 50M MATERIAL HANDLER, PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS

REGISTERING AGENT CAD CONCENTRA

ADDRESS COMMERCIAL LEASING BOX 3030, 2055 ALBERT REGINA SK S4P 3G8

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

CONTINUED... 110

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Paskett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 110  
( 4438)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
717711804

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20160615 1705 1462 3672	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

ADDRESS

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL

REGISTERING AGENT CAD CONCENTRA

ADDRESS COMMERCIAL LEASING BOX 3030, 2055 ALBERT REGINA SK S4P 3G8

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

CONTINUED... 111

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Pashitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 111  
( 4439)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
716672394

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20160513 1948 1531 1259	P PPSA	5

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L5C 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

ADDRESS 10 YORK MILLS ROAD TORONTO ON M2P 0A2

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.
	2016 GMC	SIERRA 1500	3GTU2NEC4GG107571

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 112

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 112  
( 4440)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
715265937

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20160401 1441 1530 3804	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
NATIONAL RECYCLING INC.				

ONTARIO CORPORATION NO.  
ON L6T 4W5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

SECURED PARTY /  
LIEN CLAIMANT THE BANK OF NOVA SCOTIA

ADDRESS					
44 KING STREET WEST	TORONTO	ON	M5H 1H1		

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.T.N.

GENERAL  
COLLATERAL  
DESCRIPTION

REGISTERING AGENT D+H LIMITED PARTNERSHIP

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

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

CONTINUED... 113

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 113  
( 4441)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
714156084

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	005		20160219 1036 8077 1206	P PPSA	6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COOPER ROAD BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE  
GENERAL DESCRIPTION 2016 BONFIGLIOI SHEER MODEL SQUALO 3000 S/N 50030-1038  
COLLATERAL DESCRIPTION TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

REGISTERING AGENT REGISTRY = RECOVERY INC.

ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 114

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 114  
( 4442)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
714156084

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	005		20160219 1036 8077 1206		

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

ADDRESS

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

REGISTERING AGENT

ADDRESS

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

CONTINUED... 115

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 115  
( 4443)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
714156084

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	005		20160219 1036 8077 1206		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE  
COLLATERAL COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF  
DESCRIPTION TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

REGISTERING AGENT

ADDRESS

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

CONTINUED... 116

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 116  
( 4444)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
714156084

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	005		20160219 1036 8077 1206		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION  
PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

REGISTERING AGENT

ADDRESS

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

CONTINUED... 117

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 117  
( 4445)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
714156084

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	005		20160219 1036 8077 1206		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT

ADDRESS

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

CONTINUED... 118

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 118  
( 4446)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
713884662

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	5		20160205 1632 5064 5701	P PPSA	04

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER RD BRAMPTON

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT GE CANADA EQUIPMENT FINANCING G.P.

ADDRESS 2300 MEADOWVALE BLVD, MAILDROP S25 MISSISSAUGA ON L5N 5P9

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.T.N.
2015 BOBCAT	2015 BOBCAT	S650	ALJU13783
74 IN GRAPPLE			AF0H04902

GENERAL COLLATERAL DESCRIPTION THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,

REGISTERING AGENT SECUREFACT TRANSACTION SERVICES, INC.

ADDRESS 365 BAY STREET, SUITE 300 TORONTO ON M5H 2V1

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

CONTINUED... 119

CERTIFIED BY/CERTIFIÉES PAR  
*Sabrina Pickett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 119  
( 4447)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
713884662

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20160205 1632 5064 5701		

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

ADDRESS

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION  
SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

REGISTERING AGENT

ADDRESS

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

CONTINUED... 120

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES  
(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 120  
( 4448)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
713884662

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	5		20160205 1632 5064 5701		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION RELATING THERETO. PROCEEDS- ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE

REGISTERING AGENT

ADDRESS

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

CONTINUED... 121

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Blackett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 121  
( 4449)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
713884662

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	5		20160205 1632 5064 5701		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL

REGISTERING AGENT

ADDRESS

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

CONTINUED... 122

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 122  
( 4450)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
713884662

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	5		20160205 1632 5064 5701		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND INVESTMENT PROPERTIES.

REGISTERING AGENT

ADDRESS

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

CONTINUED... 123

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 123  
( 4451)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
711441297

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	005		20151103 1445 8077 3725	P PPSA	10

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T4W5

ADDRESS 5 COPPER ROAD BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION AS PER MASTER LEASE AGREEMENT DATED OCTOBER 15, 2015 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL

REGISTERING AGENT REGISTRY = RECOVERY INC.

ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 124

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Blackett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 124  
( 4452)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
711441297

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	005		20151103 1445 8077 3725		

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

ROYAL BANK OF CANADA

ADDRESS

180 WELLINGTON ST WEST, 5TH FL

TORONTO

ON

M5J 1J1

COLLATERAL CLASSIFICATION

CONSUMER  
GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER

MOTOR VEHICLE  
INCLUDED

AMOUNT

DATE OF  
MATURITY OR

NO FIXED  
MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,  
ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM  
DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

REGISTERING  
AGENT

ADDRESS

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

CONTINUED... 125

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 125  
( 4453)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
711441297

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	005		20151103 1445 8077 3725		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

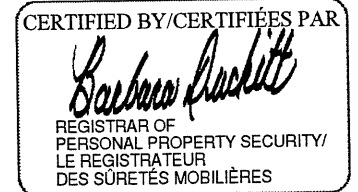
OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

REGISTERING AGENT

ADDRESS

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

CONTINUED... 126



(crj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 126  
( 4454)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
711441297

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	005		20151103 1445 8077 3725		

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

ADDRESS

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

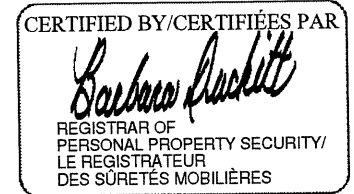
GENERAL COLLATERAL DESCRIPTION PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

REGISTERING AGENT

ADDRESS

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

CONTINUED... 127



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 127  
( 4455)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
711441297

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	005		20151103 1445 8077 3725		

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

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL.  
COLLATERAL DESCRIPTION

REGISTERING AGENT

ADDRESS

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

CONTINUED... 128

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 128  
( 4456)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
708381045

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20150727 0821 1219 0722	P PPSA	05

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER RD BRAMPTON

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT TD AUTO FINANCE (CANADA) INC.

ADDRESS PO BOX 4086, STATION A TORONTO ON M5W 5K3

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		MATURITY OR	MATURITY DATE
		X		X	X	107392		

YEAR	MAKE	MODEL	V.I.N.
2016	CHEVROLET	CORVETTE Z06 COUPE	1G1YU2D68G5600255

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT D+H LIMITED PARTNERSHIP (TDAF)

ADDRESS 939 EGLINTON AVENUE EAST, SUITE 201 TORONTO ON M4G 4H7

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

CONTINUED... 129

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

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

REPORT : PSSR060  
PAGE : 129  
( 4457)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
708273747

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20150722 1419 5064 6017	P PPSA	06

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

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER RD BRAMPTON

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT GE VFS CANADA LIMITED PARTNERSHIP

ADDRESS 2300 MEADOWVALE BLVD, SUITE 200 MISSISSAUGA ON L5N 5P9

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
		X					

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION ACCOUNT SCHEDULE- 9823454001

REGISTERING AGENT SECUREFACT TRANSACTION SERVICES, INC.

ADDRESS 350 BAY STREET, SUITE 300 TORONTO ON M5H 2S6

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 130

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 130  
( 4458)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
708110694

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	5		20150716 1623 5064 5824	P PPSA	04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER RD BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT GE CANADA EQUIPMENT FINANCING G.P.

ADDRESS 2300 MEADOWVALE BLVD, MAILDROP S25 MISSISSAUGA ON L5N 5P9

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
			X			X	

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
2015 BOBCAT		S650	ALJ813789
2015 BOBCAT 74 IN.		INDUSTRIAL GRAPPLE	AF0H04384

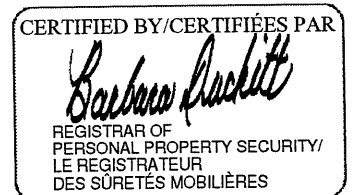
GENERAL DESCRIPTION THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,

REGISTERING AGENT SECUREFACT TRANSACTION SERVICES, INC.

ADDRESS 350 BAY STREET, SUITE 300 TORONTO ON M5H 2S6

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 131



(ej1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 131  
( 4459)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
708110694

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20150716 1623 5064 5824		

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

ADDRESS

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.
---------------	-----------	-------	--------

GENERAL COLLATERAL DESCRIPTION  
SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

REGISTERING AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 132

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crlft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 132  
( 4460)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
708110694

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	5		20150716 1623 5064 5824		

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

ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL RELATING THERETO. PROCEEDS- ALL OF THE DEBTOR'S PRESENT AND  
COLLATERAL AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR  
DESCRIPTION INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE

REGISTERING AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 133

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Prescott*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
(cjj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 133  
( 4461)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
708110694

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	5		20150716 1623 5064 5824		

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

ADDRESS

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.

GENERAL COLLATERAL DESCRIPTION ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL

REGISTERING AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 134

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c)1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 134  
( 4462)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
708110694

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	5		20150716 1623 5064 5824		

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

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

YEAR MAKE MODEL V.T.N.

MOTOR  
VEHICLE

GENERAL COLLATERAL DESCRIPTION  
CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES,  
MONEY AND INVESTMENT PROPERTIES.

REGISTERING  
AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 135

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Prescott*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 135  
( 4463)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
707281272

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20150619 1505 5064 4594	P PPSA	06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT GE VFS CANADA LIMITED PARTNERSHIP

ADDRESS 2300 MEADOWVALE BLVD, SUITE 200 MISSISSAUGA ON L5N 5P9

COLLATERAL CLASSIFICATION  
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

X

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL ACCOUNT SCHEDULE- 9818906001  
COLLATERAL DESCRIPTION

REGISTERING AGENT SECUREFACT TRANSACTION SERVICES, INC.

ADDRESS 350 BAY STREET, SUITE 300 TORONTO ON M5H 2S6

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 136

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 136  
( 4464)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
700974477

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	5		20141024 1609 5064 5400	P PPSA	05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME NATIONAL RECYCLING INC.

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER RD, BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT GE CANADA EQUIPMENT FINANCING G.P.

ADDRESS 2300 MEADOWVALE BLVD., MISSISSAUGA ON L5N 5P9

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		MATURITY	OR MATURITY DATE
		X			X			

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.T.N.
2012 BOBCAT			S630	A3NT15788

GENERAL COLLATERAL DESCRIPTION THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,

REGISTERING AGENT SECUREFACT TRANSACTION SERVICES, INC.

ADDRESS 350 BAY STREET, SUITE 300 TORONTO ON M5H 2S6

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 137

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 137  
( 4465)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
700974477

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20141024 1609 5064 5400		

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

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS,  
COLLATERAL RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR  
DESCRIPTION RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

REGISTERING  
AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 138

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cij1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 138  
( 4466)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
700974477

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	5		20141024 1609 5064 5400		

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

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

RELATING THERETO. PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND  
AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR  
INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE

REGISTERING  
AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 139

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 139  
( 4467)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
700974477

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	5		20141024 1609 5064 5400		

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

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER  
GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER

MOTOR VEHICLE  
INCLUDED

AMOUNT

DATE OF  
MATURITY OR

NO FIXED  
MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE  
GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE  
AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL

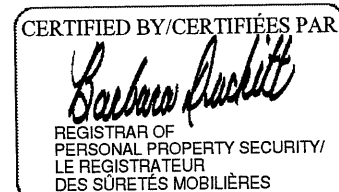
REGISTERING  
AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

140



(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 140  
( 4468)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
700974477

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	5		20141024 1609 5064 5400		

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

ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
GOODS							

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

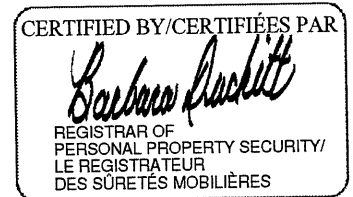
GENERAL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES,  
COLLATERAL MONEY AND INVESTMENT PROPERTY.  
DESCRIPTION

REGISTERING  
AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 141



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

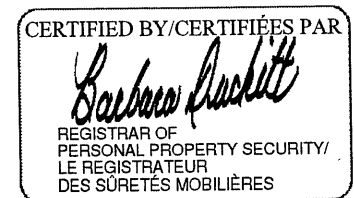
REPORT : PSSR060  
PAGE : 141  
( 4469)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
751346667	20190517 1435 1793 4059			
749343123	20190322 1405 1462 7673	20190325 1005 1462 8117		
747801711	20190123 1348 1532 6339			
747746802	20190122 1048 1532 4995			
747664767	20190117 1943 1531 9222			
747551673	20190114 1408 1462 6191			
746296065	20181128 1417 1532 5123			
743997168	20180921 1205 1532 0447			
743685426	20180912 1940 1531 0500			
742530393	20180809 1408 1462 6570			
742240494	20180801 1145 6005 3828			
740386629	20180611 1712 1901 1140			
737640972	20180327 1255 1901 6867			
737245287	20180314 1241 9102 3254			
732923802	20171013 1431 1530 0371			
732877101	20171012 1452 1530 0017			
732544839	20171003 1010 1462 9662	20190524 1751 9102 3569		
730766088	20170810 1516 4085 1213			
728986041	20170621 1538 9102 3055			
725647653	20170315 1706 1462 9209			
725261994	20170302 1137 1902 8036			
725077926	20170224 1012 1462 2744			
724803768	20170213 1012 1462 9165			
724380777	20170126 1410 1462 3015	20190206 1000 1462 3725		
724065921	20170113 1439 1530 8410			
724026798	20170112 1235 9102 2917			
723991005	20170111 1046 8077 4915			
723848364	20170105 1005 1462 5920			
722614653	20161117 1938 1531 4793	20190129 1941 1531 2984	20190212 1442 1530 0510	20190212 1442 1530 0511
	20190212 1941 1531 6566			

CONTINUED... 142



(crfj4 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181234.25

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

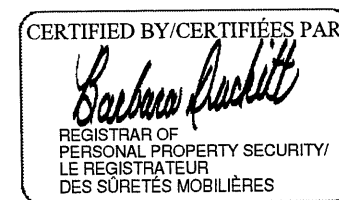
REPORT : PSSR060  
PAGE : 142  
( 4470)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : NATIONAL RECYCLING INC.  
FILE CURRENCY : 19JUN 2019

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
722114991	20161101	1633	8077	0410
721036107	20160928	1418	1462	7984
721036485	20160928	1436	1530	3179
718713324	20160718	1751	5064	4857
717711804	20160615	1705	1462	3672
716672394	20160513	1948	1531	1259
715265937	20160401	1441	1530	3804
714156084	20160219	1036	8077	1206
713884662	20160205	1632	5064	5701
711441297	20151103	1445	8077	3725
708381045	20150727	0821	1219	0722
708273747	20150722	1419	5064	6017
708110694	20150716	1623	5064	5824
707281272	20150619	1505	5064	4594
700974477	20141024	1609	5064	5400

51 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crfj4 11/2017)





Search ID #: Z11626736

**Transmitting Party**

BORDEN LADNER GERVAIS LLP

Centennial Place, East Tower  
1900, 520-3rd Avenue SW  
CALGARY, AB T2P 0R3

Party Code: 50008002  
Phone #: 403 232 9500  
Reference #: 039478-328

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 16100512939

Registration Date: 2016-Oct-05

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Oct-05 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

**Debtor(s)**

**Block**

**Status**

1 NATIONAL RECYCLING INC.  
5 COPPER RD  
BRAMPTON, ON L6T 4W5

Current

**Block**

**Status**

2 NATIONAL RECYCLING INC.  
193 RANGE RD.,  
BOYLE, AB T0A 0M0

Current

**Secured Party / Parties**

**Block**

**Status**

1 HSBC BANK CANADA  
300-2001 MCGILL COLLEGE AVENUE  
MONTREAL, QC H3A 1G1

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 2016 Material Handler; Make: Leibherr, Model: LH90M; S/N:

Current

2 1204-79289 + Accessories: Liebherr Diesel engin D936, 4X

Current

3 Solid Steco tirews 20.5 x 25, Hydraulic cab riser c/w

Current

4 platform, Bulletproof windshield, Auto lube system, Hydraulic

Current

5 adjustable engine fan, Industrial boom 9.50m, Liebherr ERC

Current

6 Cylinder, Industrial stick 8.8m, 20kW Mozelt generator, Rear

Current

**Search ID #: Z11626736**

7	space monitoring camera, Hydraulic tank heater, Engine	Current
8	coolant heater, One used Rotobec Maggrab	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 17030211640

Registration Date: 2017-Mar-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Mar-02 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
5 COPPER ROAD  
BRAMPTON, ON L6T4W5

**Block**

**Status**

Current

2 NATIONAL RECYCLING INC.  
RR 193 SEC 831  
BOYLE, AB T0A0M0

**Secured Party / Parties**

**Block**

**Status**

Current

1 CATERPILLAR FINANCIAL SERVICES LIMITED  
3457 SUPERIOR COURT UNIT 2  
OAKVILLE, ON L6L0C4

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	CATMH304KHPB00202	2013	CATERPILLAR MH3049	MV - Motor Vehicle	Current

Search ID #: Z11626736

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ONE (1) CATERPILLAR MH3049 MATERIAL HANDLER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 17030912753

Registration Date: 2017-Mar-09

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Mar-09 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
1030 BRIGHTONCREST COMMON SE  
CALGARY, AB T2Z 1A4

**Block**

**Status**

Current

2 NRI INDUSTRIAL SALES INCORPORATED  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

**Block**

**Status**

Current

3 PINE FALLS DEVELOPMENT CORPORATION  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

**Secured Party / Parties**

**Block**

**Status**

Current

1 MERCADO CAPITAL CORPORATION, A DIV. OF WESTMINSTER SAVINGS CREDIT  
UNION  
SUITE # 1900 13450 102 AVENUE  
SURREY, BC V3T 5Y1  
Phone #: 604 528 3802 Fax #: 604 588 8152

**Collateral: Serial Number Goods**

**Block**

**Serial Number**

**Year**

**Make and Model**

**Category**

**Status**

1

2TVDP3932HD000264

2017

Titan 39' Tridem

TR - Trailer

Current



Search ID #: Z11626736

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 17031522805

Registration Date: 2017-Mar-15

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Mar-15 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

**Block**

**Status**

Current

2 NRI INDUSTRIAL SALES INCORPORATED  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

**Block**

**Status**

Current

3 PINE FALLS DEVELOPMENT CORPORATION  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

**Secured Party / Parties**

**Block**

**Status**

Current

1 MERCADO CAPITAL CORPORATION, A DIV. OF WESTMINSTER SAVINGS CREDIT  
UNION  
1900-13450 102 AVENUE  
SURREY, BC V3T 5Y1  
Phone #: 604 528 3802 Fax #: 604 588 8152

**Collateral: Serial Number Goods**

**Block**

**Serial Number**

**Year**

**Make and Model**

**Category**

**Status**

1

2TVDP3930HD000263

2017

Titan 39' Tridem

TR - Trailer

Current

Search ID #: Z11626736

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 17062132502

Registration Date: 2017-Jun-21

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jun-21 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
1030 BRIGHTON COMMON SE  
CALGARY, AB T2Z1A4

**Block**

**Status**

Current

2 NRI INDUSTRIAL SALES INCORPORATED  
1030 BRIGHTON COMMON SE  
CALGARY, AB T2Z1A4

**Block**

**Status**

Current

3 PINE FALLS DEVELOPMENT CORPORATION  
1030 BRIGHTON COMMON SE  
CALGARY, AB T2Z1A4

**Secured Party / Parties**

**Block**

**Status**

Current

1 MERCADO CAPITAL CORPORATION  
SUITE 1900-13450 102 AVENUE  
SURREY, BC V3T 5Y1  
Phone #: 604 528 3802 Fax #: 604 525 7572

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	2TVDP393XJD000003	2017	Titan Tridem	TR - Trailer	Current

Search ID #: Z11626736

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 17071224839

Registration Date: 2017-Jul-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Jul-12 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

**Secured Party / Parties**

**Block**

**Status**

Current

1 FIFTH THIRD BANK  
PO BOX 5089  
EVANSVILLE, IN 47716

**Block**

**Status**

Current

2 ULI CANADA INC.  
3700 MORGAN AVE.  
EVANSVILLE, IN 47715

**Collateral: General**

**Block**

**Description**

**Status**

1 LEASE #300034-0001 VERTICAL CUT SHEARS MODEL SQUALO 3000 S/N 1084 ANY  
EQUIPMENT DETAILED IN THE AFOREMENTIONED LEASE AGREEMENT AND  
PROCEEDS THEREOF

Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 18031412304

Registration Date: 2018-Mar-14

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Mar-14 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

**Block**

**Status**

Current

2 RAHMAN, SYED, SHAH IRFANUR  
5638 ETHAN DRIVE  
MISSISSAUGA, ON L5M 0V2

Birth Date:  
1974-Jan-02

**Secured Party / Parties**

**Block**

**Status**

Current

1 MERCADO CAPITAL CORPORATION  
SUITE 1900-13450 102 AVENUE  
SURREY, BC V3T 5Y1  
Phone #: 604 528 3802 Fax #: 604 525 7572

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	2N9ED3938K6090349	2019	Tridem Neustar Demo Dump	TR - Trailer	Current
2	2N9ED3939K6090350	2019	Tridem Neustar Demo Dump	TR - Trailer	Current
3	2N9ED393XK6090351	2019	Tridem Neustar Demo Dump	TR - Trailer	Current

Search ID #: Z11626736

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current



Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 18040211272

Registration Date: 2018-Apr-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Apr-02 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

**Block**

**Status**

Current

2 NATIONAL RECYCLING INC.  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Secured Party / Parties**

**Block**

**Status**

Current

1 CATERPILLAR FINANCIAL SERVICES LIMITED  
3457 SUPERIOR COURT UNIT 2  
OAKVILLE, ON L6L 0C4

**Collateral: Serial Number Goods**

**Block**

**Serial Number**

**Year**

**Make and Model**

**Category**

**Status**

1 CAT0950MKENE10316 2017 CATERPILLAR 950M MV - Motor Vehicle Current

Search ID #: Z11626736

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ONE (1) CATERPILLAR 950M WHEEL LOADER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 18061137672

Registration Date: 2018-Jun-11

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Jun-11 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Secured Party / Parties**

**Block**

**Status**

Current

1 MERIDIAN ONECAP CREDIT CORP.  
SUITE 1500, 4710 KINGSWAY  
BURNABY, BC V5H 4M2

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	S601224494	2012	GENIE S65	MV - Motor Vehicle	Current
2	0160045647	2012	JLG G1055A	MV - Motor Vehicle	Current
3	22021586	2011	SKYJACK SJIII3219	MV - Motor Vehicle	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	BOOM LIFT(S), FORKLIFT(S), SCISSOR LIFT(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 18080108848

Registration Date: 2018-Aug-01

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Aug-01 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
4688 TYALOR ROAD  
BOYLE, AB T0A0M0

**Secured Party / Parties**

**Block**

**Status**

Current

1 CWB NATIONAL LEASING INC.  
1525 BUFFALO PLACE  
WINNIPEG, MB R3T 1L9  
Phone #: 204 954 9000 Fax #: 866 814 4752

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	79319144	2006	LIEBHERR R944C EW	MV - Motor Vehicle	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	AGREEMENT NUMBER 2887204	Current

**Particulars**

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
1	Purchase Money Security Interest.	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 18082434160

Registration Date: 2018-Aug-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Aug-24 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
SUITE 400, 2 COUNTY COURT BLVD  
BRAMPTON, ON L6W3X7

**Secured Party / Parties**

**Block**

**Status**

Current

1 CANADIAN WESTERN BANK LEASING INC.  
300, 606 4 STREET SW  
CALGARY, AB T2P1T1

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	189	2018	HAMMER MILL SHREDDER	MV - Motor Vehicle	Current

Search ID #: Z11626736

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	<p>COLLATERAL DESCRIBED IN THE SCHEDULE NO. 409043 DATED AUGUST 8, 2018 ATTACHED TO THE MASTER LEASE AGREEMENT DATED AUGUST 8, 2018 SECURITY AGREEMENT/LEASE: ALL OF THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND AFTER ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ACCESSORIES, ADDITIONS, AND ACCESSIONS AFFIXED THERETO, AND ANY SPARE PARTS, SUPPLIES, SUBSTITUTIONS, REPLACEMENTS, EXCHANGES AND TRADE-INS THEREFOR. PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED GOODS, SECURITY, INVESTMENT PROPERTY, INSTRUMENTS, ACCOUNTS, MONEY, DOCUMENTS OF TITLE, CHATTEL PAPER AND INTANGIBLES, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS OF THE ORIGINAL COLLATERAL OR PROCEEDS THEREOF, INCLUDING ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL OF SUCH GOODS BY THE DEBTOR TO THIRD PARTIES, TOGETHER WITH THE PRESENT AND FUTURE RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO COLLATERAL OR PROCEEDS THEREOF, ALL AS DEFINED OR REFERENCED IN THE PERSONAL PROPERTY SECURITY ACT AND REGULATIONS THERETO. 2018 HAMMER MILL SHREDDER S/N 189</p>	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 18092829576

Registration Date: 2018-Sep-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Sep-28 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

**Block**

**Status**

Current

2 NATIONAL RECYCLING INC.  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Secured Party / Parties**

**Block**

**Status**

Current

1 ROYAL BANK OF CANADA  
4TH FLOOR, 36 YORK MILLS ROAD  
TORONTO, ON M2P 0A4

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after-acquired personal property, all proceeds including, without limitation, all present and after-acquired personal property that may be derived from the sale or other disposition of the collateral, including inventory, equipment, intangibles, money, chattel papers, documents of title, securities, licenses, crops and instruments.

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 18112005481

Registration Date: 2018-Nov-20

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Nov-20 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
PO BOX 244  
BOYLE, AB T0A0M0

**Secured Party / Parties**

**Block**

**Status**

Current

1 FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING  
COMPANY  
PO BOX 2400  
EDMONTON, AB T5J 5C7

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FTEW1E51JKF24939	2018	FORD F150	MV - Motor Vehicle	Current



Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 18112008143

Registration Date: 2018-Nov-20

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Nov-20 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
PO BOX 244  
BOYLE, AB T0A0M0

**Secured Party / Parties**

**Block**

**Status**

Current

1 FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING  
COMPANY  
PO BOX 2400  
EDMONTON, AB T5J 5C7

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FTEW1E55JKF32395	2018	FORD F150	MV - Motor Vehicle	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 18112008158

Registration Date: 2018-Nov-20

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Nov-20 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
PO BOX 244  
BOYLE, AB T0A0M0

**Secured Party / Parties**

**Block**

**Status**

Current

1 FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING  
COMPANY  
PO BOX 2400  
EDMONTON, AB T5J 5C7

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FTEW1E5XJKF24938	2018	FORD F150	MV - Motor Vehicle	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 18112816965

Registration Date: 2018-Nov-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Nov-28 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
PO BOX 244  
BOYLE, AB T0A0M0

**Secured Party / Parties**

**Block**

**Status**

Current

1 FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING  
COMPANY  
PO BOX 2400  
EDMONTON, AB T5J 5C7

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FMCU9GD3JUD31255	2018	FORD ESCAPE	MV - Motor Vehicle	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 19011410889

Registration Date: 2019-Jan-14

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jan-14 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC.  
1 PROLOGIS BLVD, UNIT 110  
MISSISSAUGA, ON L5W0G2

**Block**

**Status**

Current

2 RAHMAN, SYED, SHAH IRFANUR  
7897 OLD CHURCH ROAD  
CALEDON, ON L7E0P5

Birth Date:  
1974-Jan-02

**Secured Party / Parties**

**Block**

**Status**

Current

1 ARUNDEL CAPITAL CORPORATION  
SUITE 420, 5119 ELBOW DRIVE SW  
CALGARY, AB T2V1H2

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	WLHZ1200JZK079574	2015	LIEBHERR LH30M	MV - Motor Vehicle	Current

Search ID #: Z11626736

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ONE(1) USED 2015 LIEBHERR LH30M LITRONIC MATERIAL HANDLER S/N: WLHZ1200JZK079574 C/W GRAPPLER AND MAGNET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

Search ID #: Z11626736

**Business Debtor Search For:**

NATIONAL RECYCLING INC.

Search ID #: Z11626736

Date of Search: 2019-Jun-20

Time of Search: 16:23:34

Registration Number: 19021216116

Registration Date: 2019-Feb-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Feb-12 23:59:59

Exact Match on:

Debtor

No: 1

**Amendments to Registration**

19021226456

Amendment

2019-Feb-12

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC  
1 PROLOGIS BLVD, UNIT 104  
MISSISSAUGA, ON L5W 0G2

**Block**

**Status**

Current

2 PINE FALLS DEVELOPMENT CORPORATION  
1 PROLOGIS BLVD, UNIT 104  
MISSISSAUGA, ON L5W 0G2

**Block**

**Status**

Deleted by  
19021226456

3 NRI INDUSTRIAL SALES INCORPORATED  
1 PROLOGIS BLVD, UNIT 104  
MISSISSAUGA, ON L5W 0G2

**Block**

**Status**

Deleted by  
19021226456

4 RHAMAN, SYED SHAH, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

Search ID #: Z11626736

**Block**

5 RHAMAN, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

**Status**

Deleted by  
19021226456

**Block**

6 SCRAPORT INC  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Status**

Current

**Block**

7 2139483 ALBERTA LTD  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Status**

Current

**Block**

8 RAHMAN, SYED SHAH, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

**Status**

Current by  
19021226456

**Block**

9 RAHMAN, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

**Status**

Current by  
19021226456

**Secured Party / Parties**

**Block**

1 BLUESHORE LEASING LTD.  
1250 LONSDALE AVENUE  
NORTH VANCOUVER, BC V7M 2H6

**Status**

Current

**Collateral: General**

**Block**

**Description**

1 BONFIGLIOLI VERTICAL CUT SHEAR MODEL SQUALO 3000 S/N 1056  
2 together with all attachments, accessories, accessions,  
3 replacements, substitutions, additions and improvements  
4 thereto and all proceeds that are goods, intangibles,

**Status**

Current

Current

Current

Current

**Search ID #: Z11626736**

- 5 securities, documents of title, chattel paper, instruments,
- 6 or money.

Current

Current

Result Complete





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 1  
( 4471)

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 : SCRAPORT INC.

FILE CURRENCY : 19JUN 2019

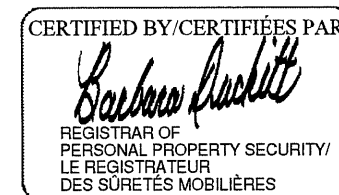
ENQUIRY NUMBER 20190620181304.27 CONTAINS 20 PAGE(S), 3 FAMILY(IES).

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.

BORDEN LADNER GERVAIS LLP - BOX 15  
22 ADELAIDE ST. WEST, STE. 3400  
TORONTO ON M5H 4E3

CONTINUED...

2



(crfj4 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 2  
( 4472)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
749343123

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 006 20190322 1405 1462 7673 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME NATIONAL RECYCLING INC.

04 ADDRESS 2 COUNTY COURT BLVD. - UNIT 400 BRMAPTON ON L6W3W8  
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME SCRAPORT INC.

07 ADDRESS 2 COUNTY COURT BLVD. - UNIT 400 BRMAPTON ON L6W3W8  
ONTARIO CORPORATION NO.

08 SECURED PARTY / CLE CAPITAL INC.  
LIEN CLAIMANT

09 ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

10 COLLATERAL CLASSIFICATION  
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
X X

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE 2019 LINKBELT 210X2 LBX210Q5NJHEX2626

13 GENERAL THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL  
14 COLLATERAL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS,  
15 DESCRIPTION APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR

16 REGISTERING CLE CAPITAL INC.  
17 AGENT

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY /  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 3  
( 4473)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20190322 1405 1462 7673	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT  
ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY	OR MATURITY DATE

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION  
KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE

REGISTERING AGENT  
CLE CAPITAL INC.

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1t 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 4  
( 4474)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	006		20190322 1405 1462 7673	P PPSA	6

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

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
-------------------	-----------	-----------	----------	-------	---------------------------	--------	---------------------	----	---------------------------

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED  
COLLATERAL")  
(I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

REGISTERING  
AGENT

CLE CAPITAL INC.

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Blackett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 5  
( 4475)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	006		20190322 1405 1462 7673	P PPSA	6

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

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL  
COLLATERAL (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION  
DESCRIPTION OF THE EQUIPMENT

REGISTERING CLE CAPITAL INC.  
AGENT

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 6  
( 4476 )

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20190322 1405 1462 7673	P PPSA	6

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

ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR  
COLLATERAL DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND  
DESCRIPTION (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,

REGISTERING AGENT CLE CAPITAL INC.

ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c) 11/2017



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 7  
( 4477)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
749343123

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20190322 1405 1462 7673	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT  
ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION  
IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

REGISTERING AGENT  
CLE CAPITAL INC.  
ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cj1ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 8  
( 4478)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	002		20190325 1005 1462 8117	
21	RECORD FILE NUMBER	749343123			
	RENEWAL YEARS				
	CORRECT PERIOD				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL RECYCLING INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	ADDING EQUIPMENT LOCATION			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	NATIONAL RECYCLING INC		
06	ADDRESS	1 PROLOGIS BLVD SUITE 104	MISSISSAUGA	ONTARIO CORPORATION NO. ON L5W0G2	
04/07					
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	CLE CAPITAL INC.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2200, RUE DE LA SIDBEC SUD	TROIS-RIVIERES	QC G8Z4H1

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 9  
( 4479)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	002		20190325 1005 1462 8117	
21	RECORD FILE NUMBER	749343123			
	RENEWAL YEARS				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT		
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/	TRANSFEE	BUSINESS NAME	SCRAPORT INC		
06					
04/07	ADDRESS	1 PROLOGIS BLVD SUITE 104	MISSISSAUGA	ONTARIO CORPORATION NO. NATIONAL	ON L5W0G2
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					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CLE CAPITAL INC.			
17	SECURED PARTY/	ADDRESS	2200, RUE DE LA SIDBEC SUD	TROIS-RIVIERES	QC G8Z4H1
	LIEN CLAIMANT				

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Prescott*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 10  
( 4480)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
743705496

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20180913 1039 1529 4445	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME SCRAPORT INC.

ONTARIO CORPORATION NO.  
ON L5W 1N3

ADDRESS 1 PROLOGIS BLVD MISSISSAUGA

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
	X	X	X	X	X			

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
---------------	-----------	-------	--------

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cjj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 11  
( 4481)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
722614653

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20161117 1938 1531 4793	P PPSA	6

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

NATIONAL RECYCLING INC

ONTARIO CORPORATION NO.

ADDRESS

5 COPPER ROAD

BRAMPTON

ON L6T 4W5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

PINE FALLS DEVELOPMENT CORPORATION

ONTARIO CORPORATION NO.

ADDRESS

5 COPPER ROAD

BRAMPTON

ON L6T 4W5

SECURED PARTY / LIEN CLAIMANT

BLUESHORE LEASING LTD.

ADDRESS

1250 LONSDALE AVENUE

NORTH VANCOUVER

BC V7M 2H6

COLLATERAL CLASSIFICATION

CONSUMER GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY OR

NO FIXED MATURITY DATE

X X

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

BONFIGLIOLI VERTICAL CUT SHEAR MODEL SQUALO 3000 S/N 1056 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS

REGISTERING AGENT

D+H LIMITED PARTNERSHIP

ADDRESS

SUITE 200, 4126 NORLAND AVENUE

BURNABY

BC V5G 3S8

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR

*Barbara Mackitt*

REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crlt 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 12  
( 4482)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
722614653

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20161117 1938 1531 4793		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME  
BUSINESS NAME  
NRI INDUSTRIAL SALES INCORPORATED

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS  
5 COPPER ROAD  
BRAMPTON

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME  
BUSINESS NAME  
02JAN1974  
SYED SHAH IRFANUR

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS  
5 COPPER ROAD  
BRAMPTON

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION  
THAT ARE GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, OR MONEY.

REGISTERING AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

13

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cj1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 13  
( 4483)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
722614653

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20161117 1938 1531 4793		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	02JAN1974	IRFANUR		RHAMAN

ONTARIO CORPORATION NO.  
ON L6T 4W5

ADDRESS 5 COPPER ROAD BRAMPTON

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL  
COLLATERAL  
DESCRIPTION

REGISTERING  
AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

14

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cij1ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 14  
( 4484)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	002		20190129 1941 1531 2984	
21	RECORD FILE NUMBER	722614653			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22		X			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL RECYCLING INC		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND 4TH AND 5TH DEBTORS' NAMES TO			
27		RAHMAN, SYED SHAH IRFANUR AND			
28		RAHMAN, IRFANUR			
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05		02JAN1974	SYED SHAH IRFANUR		RAHMAN
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	5 COPPER ROAD	BRAMPTON	ONTARIO CORPORATION NO.	ON L6T 4W5
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	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY BC	V5G 3S8

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 15  
( 4485)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	002		20190129 1941 1531 2984	
21	RECORD FILE NUMBER	722614653			
	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/ 02JAN1974	IRFANUR		RAHMAN	
03/	TRANSPERE	BUSINESS NAME			
06					
04/07	ADDRESS	5 COPPER ROAD	BRAMPTON	ONTARIO CORPORATION NO.	ON L6T 4W5
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	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	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...

16

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)





RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 16  
( 4486)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	002		20190212 1442 1530 0510	
21	RECORD FILE NUMBER	722614653			
	RENEWAL YEARS				
	CORRECT PERIOD				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL RECYCLING INC		
25	OTHER CHANGE				
26	REASON/	ADD DEBTORS -			
27	DESCRIPTION	SCRAPORT INC			
28		2139483 ALBERTA LTD			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME	SCRAPORT INC		
06					
04/07	ADDRESS	4688 TAYLOR ROAD	BOYLE	ONTARIO CORPORATION NO. AB	T0A 0M0
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					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8
	LIEN CLAIMANT				

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Puckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 17  
( 4487)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	002		20190212 1442 1530 0510	
21	RECORD FILE NUMBER	722614653			
	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	2139483 ALBERTA LTD		
06					
04/07	ADDRESS	4688 TAYLOR ROAD	BOYLE	ONTARIO CORPORATION NO.	AB T0A 0M0
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					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

18

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 18  
( 4488)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20190212 1442 1530 0511	
21	RECORD FILE NUMBER	722614653			
	REFERENCE				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	1	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL RECYCLING INC		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEE	BUSINESS NAME			
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					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 19  
( 4489)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		SCHEDULE NUMBER UNDER
01	01	001 20190212 1941 1531 6566
21	RECORD FILE NUMBER	722614653
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME NATIONAL RECYCLING INC
25	OTHER CHANGE	
26	REASON/	DELETE DEBTOR
27	DESCRIPTION	NRI INDUSTRIAL SALES INCORPORATED
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	
11	CONSUMER	MOTOR VEHICLE
12	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
13	YEAR	MAKE
14	MODEL	V.I.N.
15	DESCRIPTION	
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS
17	SECURED PARTY/	4126 NORLAND AVENUE BURNABY BC V5G 3S8
	LIEN CLAIMANT	

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2ft 11/2017)



RUN NUMBER : 171  
RUN DATE : 2019/06/20  
ID : 20190620181304.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

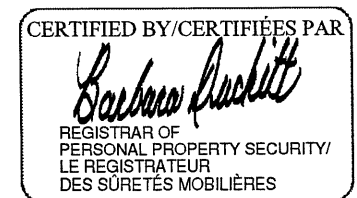
REPORT : PSSR060  
PAGE : 20  
( 4490)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : SCRAPORT INC.  
FILE CURRENCY : 19JUN 2019

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
749343123	20190322 1405 1462 7673	20190325 1005 1462 8117		
743705496	20180913 1039 1529 4445			
722614653	20161117 1938 1531 4793	20190129 1941 1531 2984	20190212 1442 1530 0510	20190212 1442 1530 0511
	20190212 1941 1531 6566			

8 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crfj4 11/2017)





Search ID #: Z11626742

**Transmitting Party**

BORDEN LADNER GERVAIS LLP

Centennial Place, East Tower  
1900, 520-3rd Avenue SW  
CALGARY, AB T2P 0R3

Party Code: 50008002  
Phone #: 403 232 9500  
Reference #: 039478-328

Search ID #: Z11626742

Date of Search: 2019-Jun-20

Time of Search: 16:24:08

**Business Debtor Search For:**

SCRAPORT INC.

Both Exact and Inexact Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z11626742

**Business Debtor Search For:**

SCRAPORT INC.

Search ID #: Z11626742

Date of Search: 2019-Jun-20

Time of Search: 16:24:08

Registration Number: 18092829249

Registration Date: 2018-Sep-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Sep-28 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

**Debtor(s)**

**Block**

**Status**

Current

1 SCRAPORT INC.  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

**Block**

**Status**

Current

2 SCRAPORT INC.  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Secured Party / Parties**

**Block**

**Status**

Current

1 ROYAL BANK OF CANADA  
4TH FLOOR, 36 YORK MILLS ROAD  
TORONTO, ON M2P 0A4

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after-acquired personal property, all proceeds including, without limitation, all present and after-acquired personal property that may be derived from the sale or other disposition of the collateral, including inventory, equipment, intangibles, money, chattel papers, documents of title, securities, licenses, crops and instruments.

Current



Search ID #: Z11626742

**Business Debtor Search For:**

SCRAPORT INC.

Search ID #: Z11626742

Date of Search: 2019-Jun-20 Time of Search: 16:24:08

Registration Number: 19021216116

Registration Date: 2019-Feb-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Feb-12 23:59:59

Exact Match on: Debtor No: 6

**Amendments to Registration**

19021226456

Amendment

2019-Feb-12

**Debtor(s)**

**Block**

**Status**  
Current

1 NATIONAL RECYCLING INC  
1 PROLOGIS BLVD, UNIT 104  
MISSISSAUGA, ON L5W 0G2

**Block**

**Status**  
Current

2 PINE FALLS DEVELOPMENT CORPORATION  
1 PROLOGIS BLVD, UNIT 104  
MISSISSAUGA, ON L5W 0G2

**Block**

**Status**  
Deleted by  
19021226456

3 NRI INDUSTRIAL SALES INCORPORATED  
1 PROLOGIS BLVD, UNIT 104  
MISSISSAUGA, ON L5W 0G2

**Block**

**Status**  
Deleted by  
19021226456

4 RHAMAN, SYED SHAH, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

Search ID #: Z11626742

**Block**

5 RHAMAN, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

**Status**

Deleted by  
19021226456

**Block**

6 SCRAPORT INC  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Status**

Current

**Block**

7 2139483 ALBERTA LTD  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Status**

Current

**Block**

8 RAHMAN, SYED SHAH, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

**Status**

Current by  
19021226456

**Block**

9 RAHMAN, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

**Status**

Current by  
19021226456

**Secured Party / Parties**

**Block**

1 BLUESHORE LEASING LTD.  
1250 LONSDALE AVENUE  
NORTH VANCOUVER, BC V7M 2H6

**Status**

Current

**Collateral: General**

**Block**

**Description**

1 BONFIGLIOLI VERTICAL CUT SHEAR MODEL SQUALO 3000 S/N 1056  
2 together with all attachments, accessories, accessions,  
3 replacements, substitutions, additions and improvements  
4 thereto and all proceeds that are goods, intangibles,

**Status**

Current

Current

Current

Current

Search ID #: Z11626742

5 securities, documents of title, chattel paper, instruments,

Current

6 or money.

Current

Search ID #: Z11626742

**Business Debtor Search For:**

SCRAPORT INC.

Search ID #: Z11626742

Date of Search: 2019-Jun-20 Time of Search: 16:24:08

Registration Number: 19062012568

Registration Date: 2019-Jun-20

Registration Type: GARAGE KEEPERS' LIEN

Registration Status: Current

Expiry Date: 2019-Dec-20 23:59:59

The Garage Keeper has possession of the vehicle

The repairs of the vehicle off the Garage Keepers' premises were finished on 2019-Jun-01

Lien Amount is \$150,000.00

Exact Match on: Debtor No: 1

**Vehicle Owner(s)**

**Block**

**Status**  
Current

1 SCRAPORT INC.  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Person(s) Claiming Lien**

**Block**

**Status**  
Current

1 LIEBHERR CANADA LIMITED  
1015 SUTTON DRIVE  
BURLINGTON, ON L7L 5Z8  
Email: mary-anne.reason@liebherr.com

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	019144793	2006	Liebherr R944C-EW	MV - Motor Vehicle	Current

Search ID #: Z11626742

**Note:**

The following is a list of matches closely approximating your Search Criteria,  
which is included for your convenience and protection.

**Debtor Name / Address**

THE SCRAP YARD INC.  
13208 LAKE CRIMSON DRIVE SE  
CALGARY, AB T2J 3K6

**Reg.#**

07082020293

**SECURITY AGREEMENT**

Result Complete



Search ID #: Z11626751

**Transmitting Party**

BORDEN LADNER GERVAIS LLP

Centennial Place, East Tower  
1900, 520-3rd Avenue SW  
CALGARY, AB T2P 0R3

Party Code: 50008002  
Phone #: 403 232 9500  
Reference #: 039478-328

Search ID #: Z11626751

Date of Search: 2019-Jun-20

Time of Search: 16:24:42

**Business Debtor Search For:**

2139483 ALBERTA LTD.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z11626751

**Business Debtor Search For:**

2139483 ALBERTA LTD.

Search ID #: Z11626751

Date of Search: 2019-Jun-20

Time of Search: 16:24:42

---

Registration Number: 18091315617

Registration Date: 2018-Sep-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Sep-13 23:59:59

---

Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

Current

1 2139483 ALBERTA LTD.  
1 PROLOGIS BLVD  
MISSISSAUGA, ON L5W 1N3

**Secured Party / Parties**

**Block**

**Status**

Current

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO, ON M2P 0A4

**Collateral: General**

**Block**

**Description**

**Status**

1	All present and after-acquired personal property, all	Current
2	proceeds including, without limitation, all present and	Current
3	after-acquired personal property that may be derived from the	Current
4	sale or other disposition of the collateral, including	Current
5	inventory, equipment, intangibles, money, chattel papers,	Current
6	documents of title, securities, licences, crops and	Current
7	instruments	Current



Search ID #: Z11626751

**Business Debtor Search For:**

2139483 ALBERTA LTD..

Search ID #: Z11626751

Date of Search: 2019-Jun-20

Time of Search: 16:24:42

Registration Number: 18091325858

Registration Date: 2018-Sep-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Sep-13 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)****Block****Status**

Current

1 2139483 ALBERTA LTD.  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Secured Party / Parties****Block****Status**

Current

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO, ON M2P 0A4

**Collateral: General****Block****Description****Status**

1	All present and after-acquired personal property, all	Current
2	proceeds including, without limitation, all present and	Current
3	after-acquired personal property that may be derived from the	Current
4	sale or other disposition of the collateral, including	Current
5	inventory, equipment, intangibles, money, chattel papers,	Current
6	documents of title, securities, licences, crops and	Current
7	instruments	Current

Search ID #: Z11626751

**Business Debtor Search For:**

2139483 ALBERTA LTD.

Search ID #: Z11626751

Date of Search: 2019-Jun-20

Time of Search: 16:24:42

Registration Number: 19021216116

Registration Date: 2019-Feb-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Feb-12 23:59:59

Exact Match on:

Debtor

No: 7

**Amendments to Registration**

19021226456

Amendment

2019-Feb-12

**Debtor(s)**

**Block**

**Status**

Current

1 NATIONAL RECYCLING INC  
1 PROLOGIS BLVD, UNIT 104  
MISSISSAUGA, ON L5W 0G2

**Block**

**Status**

Current

2 PINE FALLS DEVELOPMENT CORPORATION  
1 PROLOGIS BLVD, UNIT 104  
MISSISSAUGA, ON L5W 0G2

**Block**

**Status**

Deleted by  
19021226456

3 NRI INDUSTRIAL SALES INCORPORATED  
1 PROLOGIS BLVD, UNIT 104  
MISSISSAUGA, ON L5W 0G2

**Block**

**Status**

Deleted by  
19021226456

4 RHAMAN, SYED SHAH, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

Search ID #: Z11626751

**Block**

5 RHAMAN, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

**Status**

Deleted by  
19021226456

**Block**

6 SCRAPORT INC  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Status**

Current

**Block**

7 2139483 ALBERTA LTD  
4688 TAYLOR ROAD  
BOYLE, AB T0A 0M0

**Status**

Current

**Block**

8 RAHMAN, SYED SHAH, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

**Status**

Current by  
19021226456

**Block**

9 RAHMAN, IRFANUR  
5 COPPER ROAD  
BRAMPTON, ON L6T 4W5

Birth Date:  
1974-Jan-02

**Status**

Current by  
19021226456

**Secured Party / Parties**

**Block**

1 BLUESHORE LEASING LTD.  
1250 LONSDALE AVENUE  
NORTH VANCOUVER, BC V7M 2H6

**Status**

Current

**Collateral: General**

**Block**

**Description**

1 BONFIGLIOLI VERTICAL CUT SHEAR MODEL SQUALO 3000 S/N 1056  
2 together with all attachments, accessories, accessions,  
3 replacements, substitutions, additions and improvements  
4 thereto and all proceeds that are goods, intangibles,

**Status**

Current

Current

Current

Current

Search ID #: Z11626751

- 5 securities, documents of title, chattel paper, instruments,
- 6 or money.

Current

Current

Result Complete

# Tab DD

THIS IS EXHIBIT "DD" TO THE AFFIDAVIT  
OF ROBERT FICK SWORN BEFORE ME  
ON THIS 8<sup>th</sup> DAY OF JULY, 2019



---

A Commissioner for taking affidavits

P14458

Court File No.:

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**NATIONAL RECYCLING INC., SCRAPORT INC. and 2139483 ALBERTA LTD.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION  
243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,  
AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,  
R.S.O. 1990, c. C.43, AS AMENDED**

**CONSENT  
(Appointment of Receiver)**

Deloitte Restructuring Inc. hereby consents to act as the court-appointed receiver of the assets, properties and undertaking of each of National Recycling Inc., Scraport Inc. and 2139483 Alberta Ltd. in accordance with an order substantially in the form requested by the Applicant.


July 8, 2019

**DELOITTE RESTRUCTURING INC.**

By:

Name:

Title:

  
Paul M. Casey CPA, CA, FCIRP, LIT  
Senior Vice-President

Court File No.

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ROYAL BANK OF CANADA

- and -

NATIONAL RECYCLING INC., SCRAPORT INC. and  
2139483 ALBERTA LTD.

Applicant

Respondents

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

CONSENT  
(Appointment of Receiver)

**BORDEN LADNER GERVAIS LLP**  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON M5H 4E3  
Tel: (416) 367-6000  
Fax: (416) 367-6749

**ROGER JAIPARGAS – LSO No. 43275C**  
Tel: (416) 367-6266  
Email: rjaipargas@blg.com

**CHRISTOPHER SAVO – LSO No. 73337G**  
Tel: (416) 367-6086  
Email: csavo@blg.com

Lawyers for the Applicant



**Court File No.:** CV-19-00623276-00CL

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**ROYAL BANK OF CANADA**

**- and -**

**NATIONAL RECYCLING INC., SCRAPORT INC. and  
2139483 ALBERTA LTD.**

**Applicant**

**Respondents**

***ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**PROCEEDINGS COMMENCED AT TORONTO**

**AFFIDAVIT OF ROBERT FICK**

**BORDEN LADNER GERVAIS LLP**  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON M5H 4E3  
Tel: (416) 367-6000  
Fax: (416) 367-6749

**ROGER JAIPARGAS – LSUC No. 43275C**  
Tel: (416) 367-6266  
Email: rjaipargas@blg.com

**CHRISTOPHER SAVO – LSO No. 73337G**  
Tel: (416) 367-6086  
Email: csavo@blg.com

Lawyers for the Applicant

# Tab 3

Court File No.: CV-19-00623276-00CL

**ONTARIO**

**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE

JUSTICE

)  
)  
)

FRIDAY, THE 12th

DAY OF JULY, 2019

**ROYAL BANK OF CANADA**

Applicant

- and -

**NATIONAL RECYCLING INC., SCRAPORT INC. and 2139483 ALBERTA LTD.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION  
243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,  
AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,  
R.S.O. 1990, c. C.43, AS AMENDED**

**ORDER  
(Appointing Receiver)**

**THIS APPLICATION** made by Royal Bank of Canada (the "**Lender**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Deloitte Restructuring Inc. as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of National Recycling Inc., Scraport Inc. and 2139483 Alberta Ltd. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Fick sworn July 8, 2019 and the Exhibits thereto and on hearing the submissions of counsel for the Lender, no one appearing for any other party although duly served as appears from the affidavit of service of Adriana Gasparini sworn July •, 2019 and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the 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 Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. 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 Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's 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 Receiver's 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 Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.



**NO PROCEEDINGS AGAINST THE RECEIVER**

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or 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 THE RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that 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 computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to 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 Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver 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 the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### **LIMITATION ON THE RECEIVER'S LIABILITY**

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

## **SERVICE AND NOTICE**

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL [www.insolvencies.deloitte.ca/en-ca/nationalrecycling](http://www.insolvencies.deloitte.ca/en-ca/nationalrecycling).

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute 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 facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile 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.

#### **GENERAL**

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of National Recycling Inc., Scraport Inc. and 2139483 Alberta Ltd. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "**Order**") made in an action having Court file number \_\_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver



to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2019.

**DELOITTE RESTRUCTURING INC.**, solely  
in its capacity as Receiver of the Property, and  
not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ROYAL BANK OF CANADA

- and -

NATIONAL RECYCLING INC., SCRAPORT INC. and 2139483  
ALBERTA LTD.

Applicant

Respondents

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
  
PROCEEDINGS COMMENCED AT TORONTO

**ORDER**  
**(Appointing Receiver)**

**BORDEN LADNER GERVAIS LLP**

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**Lawyers for the Applicant**

# Tab 4

Revised: January 21, 2014  
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. ~~\_\_\_\_\_~~: CY-19-00623276-00CL

**ONTARIO**

**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE

JUSTICE

)

)

)

~~WEEKDAY~~FRIDAY, THE #12th

DAY OF MONTHJULY, 20YR2019

**~~PLAINTIFF~~<sup>1</sup>**

Plaintiff

**ROYAL BANK OF CANADA**

Applicant

- and -

**~~DEFENDANT~~**

Defendant

**NATIONAL RECYCLING INC., SCRAPORT INC. and 2139483 ALBERTA LTD.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION  
243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3,  
AS AMENDED; AND SECTION 101 OF THE COURTS OF JUSTICE ACT,  
R.S.O. 1990, c. C.43, AS AMENDED**

**ORDER**

**(~~appointing~~Appointing Receiver)**

<sup>1</sup> ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.~~  
~~This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

**THIS MOTION APPLICATION** made by the Plaintiff<sup>2</sup> Royal Bank of Canada (the "Lender") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc. as receiver ~~[and manager]~~ (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ (the "**Debtor**" National Recycling Inc., Scraport Inc. and 2139483 Alberta Ltd. (collectively, the "Debtors")) acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~ Robert Fick sworn ~~[DATE]~~ July 8, 2019 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~ the Lender, no one appearing for ~~[NAME]~~ any other party although duly served as appears from the affidavit of service of ~~[NAME]~~ Adriana Gasparini sworn ~~[DATE]~~ July 8, 2019 and on reading the consent of ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc. to act as the Receiver,

## SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated<sup>3</sup> so that this motion is properly returnable today and hereby dispenses with further service thereof.

## APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~ Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (the "Property").

<sup>2</sup> Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

<sup>3</sup> If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

### RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the

~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$          100,000          , provided that the aggregate consideration for all such transactions does not exceed \$          500,000          ; and

<sup>4</sup> ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,<sup>5</sup> shall not be required, ~~and in each case the Ontario *Bulk Sales Act* shall not apply.~~

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;

<sup>5</sup> ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~



- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the ~~Debtor~~Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~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 Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. 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 Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's 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 Receiver's 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 Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

### **NO PROCEEDINGS AGAINST THE ~~Debtor~~DEBTORS OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor~~Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~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 THE RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~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 Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

### **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete

one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order

shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup>

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it

<sup>6</sup> ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **SERVICE AND NOTICE**

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a

Case Website shall be established in accordance with the Protocol with the following URL  
'~~@~~'www.insolvencies.deloitte.ca/en-ca/nationalrecycling.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute 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 facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile 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.

#### **GENERAL**

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within



proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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## SCHEDULE "A"

## RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of National Recycling Inc., Scraport Inc. and 2139483 Alberta Ltd. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, 20—2019 (the "**Order**") made in an action having Court file number \_\_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

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5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2019, 2019.

[RECEIVER'S NAME] DELOITTE  
RESTRUCTURING INC., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ROYAL BANK OF CANADA

- and -

NATIONAL RECYCLING INC., SCRAPORT INC. and 2139483  
ALBERTA LTD.

Applicant

Respondents

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER  
(Appointing Receiver)

BORDEN LADNER GERVAIS LLP

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IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ROYAL BANK OF CANADA

- and -

NATIONAL RECYCLING INC., SCRAPORT INC. and 2139483  
ALBERTA LTD.

**Applicant**

**Respondents**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
  
PROCEEDINGS COMMENCED AT TORONTO

**APPLICATION RECORD**  
**(Returnable July 12, 2019)**

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