

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

REPORT : PSSR060
PAGE : 56
(5753)

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
FILE COMPANY : 15MAY 2016

REGISTRY MOTOR VEHICLE SEARCH

REGISTRY NUMBER
702959976

SEARCH PAGE OF PAGES
002 2

REGISTRATION NUMBER
20150114 1119 1108 4399

YEAR MAKE CHEVROLET
2000

MODEL MAKE MALIBU

REGISTRATION NUMBER
1GAND52JXX6135047

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CERTIFIED BY / CERTIFIÉES PAR
[Signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cf 41s 09/2013)

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

CONTINUED 57



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
PAGE COMPANY : 15 MAY 2016

FORM TO FINANCING STATEMENT / CHARGE FOR SALE

00
PAGE NUMBER : 702422145

01
REGISTRATION NO. 06 : 001
TOTAL PAGES : 2
REGISTRATION NO. : 20141217 1414 1108 4385
P : PPSA 02

02
DEBTOR NAME : NEWSTART FINANCIAL INC
ADDRESS : 963 BROCK ROAD UNIT 10
PICKERING ON L1W 3A4

03
DEBTOR NAME : GUY WHITEHEAD
ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

04
DEBTOR NAME : NEWSTART FINANCIAL INC
ADDRESS : 963 BROCK ROAD UNIT 10
PICKERING ON L1W 3A4

05
DEBTOR NAME : GUY WHITEHEAD
ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

06
DEBTOR NAME : GUY WHITEHEAD
ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

07
DEBTOR NAME : GUY WHITEHEAD
ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

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DEBTOR NAME : GUY WHITEHEAD
ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

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DEBTOR NAME : GUY WHITEHEAD
ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

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DEBTOR NAME : GUY WHITEHEAD
ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

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DEBTOR NAME : GUY WHITEHEAD
ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

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ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

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ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

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ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

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ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

16
DEBTOR NAME : GUY WHITEHEAD
ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

17
DEBTOR NAME : GUY WHITEHEAD
ADDRESS : 50 UPTON CRESCENT
MARKHAM ON L3R 3T4

CERTIFIED BY/CERTIFIÉES PAR
[Signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(effts 09/2013)



*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***
CONTINUED... 58

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

REPORT : PSSR060
 PAGE : 58
 (5755)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

BUSINESS DEBTOR
 NEWSTART FINANCIAL INC.
 15 MAY 2016

TYPE OF SEARCH
 SEARCH CONDITIONS ON
 FILE COMPANY

FOR A MOTOR VEHICLE SCHEDULE

FILE NUMBER
 702422145

PAGE NUMBER
 002

REGISTRATION NUMBER
 20141217 1414 1108 4385

YEAR MAKE
 2002 MAZDA
 2006 MAZDA
 2005 BUICK
 2001 FORD
 2007 MAZDA
 2004 HONDA
 2001 HONDA
 2007 MAZDA
 2008 DODGE

MOBILE PROTEGE 5
 5GT
 RENDEVOUS
 TAURUS
 MAZDA 3
 CIVIC
 ACCORD
 MAZDA 5
 CALIBER

JM1BK2715421554128
 JM1CR293860112825
 3G5DA03E25S504952
 1FAFP53091G245167
 JM1BK32F571632079
 1HGEM22264L812008
 1HGCG32591A801235
 JM1CR193370159188

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

CERTIFIED BY/CERTIFIÉES PAR
 [Signature]
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SURETES MOBILIERES
 (c/4/s 09/2013)



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

REPORT : PSSR060
 PAGE : 59
 (5756)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

BUSINESS DEBTOR
 NEWSTART FINANCIAL INC.
 15MAY 2016

FORM 36 - FINANCIAL STATEMENT CLAIM FOR PPSA

00	FILE NUMBER	702430047
01	CAUTION PAGE NO. OF PAGES	1
02	DATE OF BIRTH	[REDACTED]
03	BUSINESS NAME	NEWSTART FINANCIAL INC
04	ADDRESS	963 BROCK ROAD UNIT 10 PICKERING
05	DATE OF BIRTH	[REDACTED]
06	BUSINESS NAME	[REDACTED]
07	ADDRESS	[REDACTED]
08	SECURED PARTY	LARRY WITTHALL
09	ADDRESS	1730 MCPHERSON COURT UNIT 14 PICKERING
10	COLLATERAL CLASSIFICATION	NO FIXED MATURED OR PROPERTY DATA
11	YEAR MAKE	2003 SUBSIBILE
12	VEHICLE	[REDACTED]
13	GENERAL	NEWSTART FINANCIAL INC
14	COLLATERAL	963 BROCK ROAD UNIT 10
15	DESCRIPTION	PICKERING
16	REGISTERING	ON
17	AGENT	L1W 3A4

CERTIFIED BY/CERTIFIÉES PAR
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES
 (effifs 09/2013)



CONTINUED . . . 60

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15 MAY 2016

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REGISTRATION NUMBER: 20141215 1556 1108 4381 P PFSA 02
 DEBTOR NAME: NEWSTART FINANCIAL INC
 ADDRESS: 963 BROCK ROAD UNIT 10 PICKERING
 DEBTOR NAME: LARRY WITHALL
 ADDRESS: 1730 MCPHERSON COURT UNIT 14 PICKERING ON L1W 3H6
 MOTOR VEHICLE: 1997 PONTIAC
 GENERAL: 1997 PONTIAC
 REGISTRATION: 1G2HX52KXVH233388
 CONTACT: THE SECURED PARTY

CERTIFIED BY/CERTIFIÉES PAR
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SURETES MOBILIERES
 (ojfifs 09/2013)



CONTINUED...

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
FROM COMPANY : 15MAY 2016

FORM AC MOTOR WHICH SCHEDULE

FILE NUMBER
702361944

PAGE NO. OF PAGES
002 2

REGISTRATION NUMBER
20141215 1556 1108 4381

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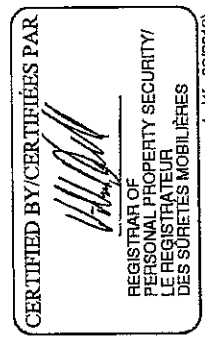
MAKE : BUICK
2002
2006 CHEVROLET
2005 KIA
2005 BUICK
2003 PONTIAC

MODEL : RENDEVOUS
IMPALA
SEDONA
RENDEVOUS
GRAND PRIX

REGISTRATION NUMBER : 3G5DA03R528539755
2G1WT5DN469315597
KNDUP131256735154
3G5DA03E758506924
1G2WPS2K93F105885

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CONTINUED...



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

REPORT : PSSR060
 PAGE : 62
 (5759)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

BUSINESS DEBTOR
 NEWSTART FINANCIAL INC.
 15 MAY 2016

ADVICE OF SEARCH
 SEARCH COMPLETED ON
 FEBRUARY 15 2016

FILE NUMBER
 700914663

00. CAUTION: THIS MOTOR VEHICLE REGISTRATION REGISTRATION NUMBER UNDER PERIOD
 01. 20141023 1050 1108 4328 P PP5A 02

02. DEBTOR NAME NEWSTART FINANCIAL INC PICKERING ON L1W 3A4
 03. BUSINESS NAME NEWSTART FINANCIAL INC PICKERING ON L1W 3A4
 04. ADDRESS 963 BROCK ROAD UNIT 10 PICKERING ON L1W 3A4

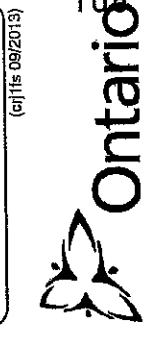
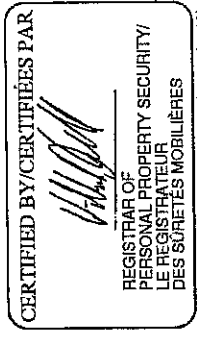
05. DEBTOR NAME NEWSTART FINANCIAL INC PICKERING ON L1W 3A4
 06. BUSINESS NAME NEWSTART FINANCIAL INC PICKERING ON L1W 3A4
 07. ADDRESS 963 BROCK ROAD UNIT 10 PICKERING ON L1W 3A4

08. SECURED PARTY CATHY AND ROY JEFFERY ON POP 1K0
 09. ADDRESS 56 MCLEANS MOUNTAIN RR #1 COMPARTMENT #6 LITTLE CURRENT ON POP 1K0

10. COMMERICAL CLASSIFICATION MOTOR VEHICLE AMOUNT NO FIXED
 11. MOTOR VEHICLE REGISTRATION NUMBER 3VWSE29M33M015862
 12. YEAR MAKE 2003 VW JETTA

13. GENERAL DESCRIPTION 2003 VW JETTA
 14. REGISTRATION NUMBER 3VWSE29M33M015862
 15. ADDRESS 963 BROCK ROAD UNIT 10 PICKERING ON L1W 3A4

16. REGISTRATION NUMBER 3VWSE29M33M015862
 17. ADDRESS 963 BROCK ROAD UNIT 10 PICKERING ON L1W 3A4



CONTINUED... 63

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

NAME OF SEARCHED BUSINESS DEBTOR
SEARCHED COMPANY NEWSTART FINANCIAL INC.
FILE COUNTRY 15MAY 2016

FORM OF MOTOR VEHICLE SEARCHED

700914663

REGISTRATION NUMBER
20141023 1050 1108 4328

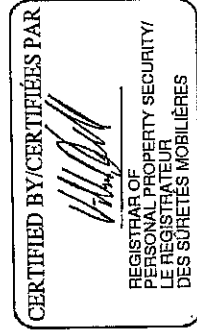
002

2003 CHEVROLET

MODEL VENTURE

1GNDU23E83D274205

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*** FOR YOUR INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED...



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

REPORT : PSSR060
 PAGE : 64
 (5761)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
 VALUE DETERMINED : 15 MAY 2016

FORM 13 - FINANCING STATEMENT / FORM FOR SEARCH

00
 DEBT NUMBER : [REDACTED]
 700873281

01
 PAGES TOTAL : [REDACTED]
 NO. OF PAGES : 001
 REGISTRATION NUMBER : 20141021 1708 1108 4323 P PPSA

02
 NAME OF DEBTOR : [REDACTED]
 BUSINESS NAME : NEWSTART FINANCIAL INC
 ADDRESS : 963 BROCK ROAD, UNITS 10 -11 PICKERING
 CITY : [REDACTED] ON L1W 3A4

03
 NAME OF CREDITOR : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

04
 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

05
 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

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 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

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 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

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 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

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 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

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 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

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 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

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 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

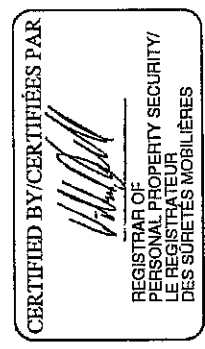
13
 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

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 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

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 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

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 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4

17
 NAME OF SECURED PARTY : [REDACTED]
 BUSINESS NAME : [REDACTED]
 ADDRESS : [REDACTED] PICKERING ON L1X 1W4



CONTINUED...

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

THIS REGISTRATION HAS BEEN DISCHARGED **

00 [REDACTED] 700502769

01 [REDACTED] 20141007 1312 1108 4304 P PPSA 02

02 [REDACTED] PICKERING

03 [REDACTED] ON L1W 3A4

04 [REDACTED] PICKERING

05 [REDACTED] ONTARIO CORPORATION NO.

06 [REDACTED]

07 [REDACTED]

08 [REDACTED] ON POP 1K0

09 [REDACTED]

10 [REDACTED] 64000

11 [REDACTED] 3N1AB51A35L492801

12 [REDACTED] SENTRA

13 [REDACTED]

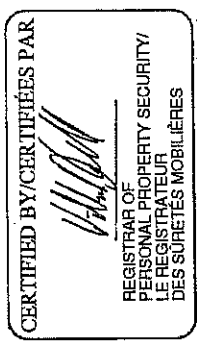
14 [REDACTED]

15 [REDACTED]

16 [REDACTED] ON L1W 3A4

17 [REDACTED] PICKERING

CONTINUED...



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM IC MOTOR VEHICLES SCHEDULE

FILE NUMBER
700502769

SEARCH NO. OF PAGES
002

REGISTRATION MONTH
20141007 1312 1108 4304

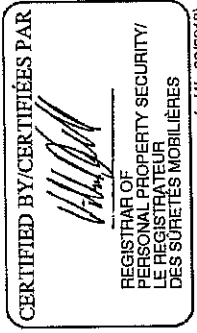
YEAR MAKE
2005 MAZDA
2001 PONTIAC
2005 CHEV
2004 MAZDA

MODEL MAKE
MAZDA 6
GRAND PRIX GT
COBALT
MAZDA 3

VIN
1VVF80C355M49417
1G2WPS2K71F117854
1G1AJ52F157633629
JM1BK123441105866

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*** FOR FURTHER INFORMATION CONTACT THE SEARCH PARTY ***



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBIOR
NEWSTART FINANCIAL INC.
15MAY 2016

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE REFERENCE

FORM AS PER VEHICLE CHANGE STATEMENT / CHANGE STATEMENT

01 CHANGING MOTOR VEHICLE REGISTRATION
02 REGISTRATION NUMBER 20160425 1438 1108 4711
03 REGISTRATION NUMBER 700502769
04 REGISTRATION NUMBER 700502769
05 REGISTRATION NUMBER 700502769
06 REGISTRATION NUMBER 700502769
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06/ REGISTRATION NUMBER 700502769
04/07 REGISTRATION NUMBER 700502769

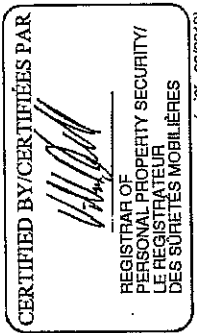
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16 REGISTRATION NUMBER 700502769
17 REGISTRATION NUMBER 700502769



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

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

REPORT : PSSR060
 PAGE : 68
 (5765)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223-97

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
 FILE NUMBER : 15MAY 2016
 FILES CURRENCY :

FOR THE FINANCING STATEMENT / CHARTER FOR THE

FILE NUMBER : 699966243

NO. OF PAGES : 2
 REGISTRATION NUMBER : 20140919 1145 1108 4289 P PFSA 02
 REGISTRATION DATE : 2014-09-19

DEBTOR NAME : NEWSTART FINANCIAL INC.
 ADDRESS : 963 BROCK ROAD, UNITS 10-11 PICKERING
 CITY : PICKERING ON L1W 3A4

DEBTOR NAME : ROBIN KORMAN
 ADDRESS : 49 SPRING GATE THORNHILL ON L4T 3C9

DEBTOR NAME : [REDACTED]
 ADDRESS : [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

DEBTOR NAME : [REDACTED]
 ADDRESS : [REDACTED]

DEBTOR NAME : [REDACTED]
 ADDRESS : [REDACTED]

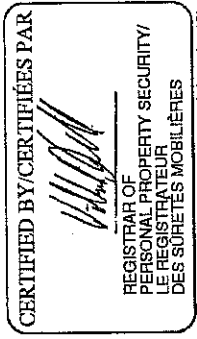
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 ADDRESS : [REDACTED]

DEBTOR NAME : [REDACTED]
 ADDRESS : [REDACTED]

DEBTOR NAME : [REDACTED]
 ADDRESS : [REDACTED]

DEBTOR NAME : [REDACTED]
 ADDRESS : [REDACTED]

DEBTOR NAME : [REDACTED]
 ADDRESS : [REDACTED]



CONTINUED...

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

SEARCH CONDUCTED ON
FULL CURRENTLY

FOR A 2002 VECTRA VEHICLE REGISTERED IN

699966243

PAGE 002 OF 2

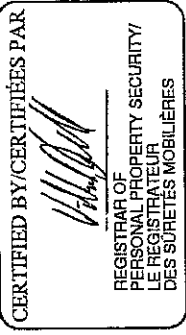
20140919 1145 1106 4289

2002 SATURN

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FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

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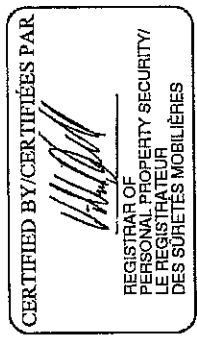


PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: NEWSTART FINANCIAL INC.
FULL DISPATCH: 15 MAY 2016

00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17
FORM 16 FINANCING STATEMENT CLAIM FOR LIEN																	
FILE NUMBER 599372225																	
CATEGORY BASE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION PERIODS ON SETTING NO. OF PAGES SCHEDULE 20140829 1424 1108 4278 P PFSA 02																	
DATE OF BIRTH [REDACTED] SURNAME [REDACTED]																	
FIRST GIVEN NAME [REDACTED] PICKERING ON L1W 3A4																	
BUSINESS NAME NEWSTART FINANCIAL INC																	
ADDRESS 963 BROCK ROAD UNIT 10																	
DATE OF BIRTH [REDACTED] INITIAL SURNAME [REDACTED]																	
BUSINESS NAME [REDACTED] ONTARIO CORPORATION NO. [REDACTED]																	
ADDRESS [REDACTED] ON L1W 3B6																	
SECURED PARTY / LARRY WITHALL																	
DEBTOUR NAME / 1730 MCPHERSON COURT UNIT 14																	
ADDRESS [REDACTED] PICKERING ON L1W 3B6																	
COMMERCE REGISTRATION MOTOR VEHICLE AMOUNT DATE OF NO. FIXED CONSUMER INVENTORY OTHER ACCOUNTS OTHER INVOICED MATURITY OF SECURITY PART																	
GOODS INVENTORY OTHER ACCOUNTS OTHER INVOICED MATURITY OF SECURITY PART 10000																	
YEAR MAKE [REDACTED] MODEL [REDACTED] VIN [REDACTED] 1G1AJ55F477369465																	
MOTOR VEHICLE 2007 CHEVROLET COBALT																	
GENERAL [REDACTED]																	
REGISTRATION AGENT [REDACTED] NEWSTART FINANCIAL INC PICKERING ON L1W 3A4																	
ADDRESS [REDACTED]																	
FOR FURTHER INFORMATION CONTACT THE SECURED PARTY																	
CONTINUED...																	



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15 MAY 2016

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENT

FORM 101 FINANCING STATEMENT / CHAM FOR L11W

00 [REDACTED]
639134238

01 [REDACTED] X 20140821 1449 1108 42/3 P PPSA 02
[REDACTED] MOTOR VEHICLE REGISTRATION REGISTRATION NUMBER PERIOD

02 [REDACTED] DATE OF BIRTH [REDACTED] SURVIVOR [REDACTED] ON L1W 3A4
03 [REDACTED] BUSINESS NAME NEWSTART FINANCIAL INC PICKERING
04 [REDACTED] ADDRESS 963 BROCK ROAD UNIT 10 PICKERING

05 [REDACTED] DATE OF BIRTH [REDACTED] SURVIVOR [REDACTED] ON L1W 3A4
06 [REDACTED] BUSINESS NAME [REDACTED] ONTARIO CORPORATION NO.
07 [REDACTED] ADDRESS [REDACTED]

08 [REDACTED] PARTY / EDWARD AND JACKIE MADDEN
09 [REDACTED] ADDRESS 466 OAKWOOD DR PICKERING ON L1W 2M7

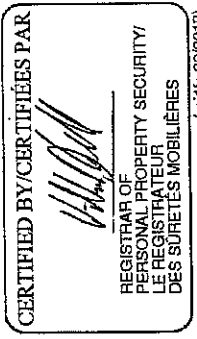
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12 [REDACTED] 2004 CHEVROLET OPTRA K11JD52Z34K939775

13 [REDACTED]
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16 [REDACTED] REGISTERING NEWSTART FINANCIAL INC PICKERING ON L1W 3A4
17 [REDACTED] AGENT 963 BROCK ROAD UNIT 10 PICKERING

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



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

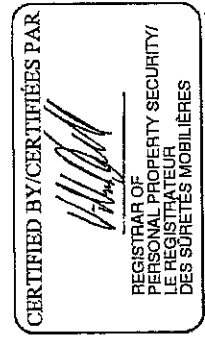
RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15 MAY 2016

REGISTRATION NUMBER
699134238

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YEAR	MAKE	MODEL	REGISTRATION NUMBER	REGISTRATION DATE
2006	SUZUKI	AGRIO	20140821 1449 1108	4273
2004	HYUNDAI	SANTA FE		
2001	MAZDA	TRIBUTE		
2004	JEEP	LIBERTY		
2003	NISSAN	SENTRA		
2007	DODGE	CALLBER		
2001	HONDA	PRELUDE		



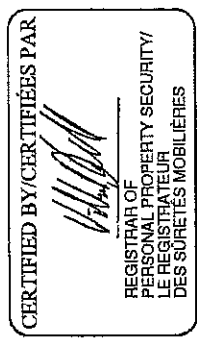
*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15 MAY 2016

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01	001	2	X	20140020 1438 1108 4269	P	PFSA	02
02	001	2	X	20140020 1438 1108 4269	P	PFSA	02
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04	001	2	X	20140020 1438 1108 4269	P	PFSA	02
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06	001	2	X	20140020 1438 1108 4269	P	PFSA	02
07	001	2	X	20140020 1438 1108 4269	P	PFSA	02
08	001	2	X	20140020 1438 1108 4269	P	PFSA	02
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17	001	2	X	20140020 1438 1108 4269	P	PFSA	02



CONTINUED . . . 74

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETION : NEWSTART FINANCIAL INC.
FILE CURRENCY : 15MAY 2016

FORM NO. 06 OR VEHICLE SCHEDULE

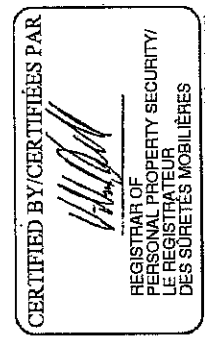
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REGISTRATION NUMBER : 20140820 1438 1108 4269
MODIFY : RENDEZVOUS
RECALL : 2002 BUICK
2006 GMC
ENVOY DENALI
3G5DA03E228549224
1GKBT63M162227200

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



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

REPORT : PSSR060
 PAGE : 75
 (5772)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

BUSINESS DEBTOR
 NEWSTART FINANCIAL INC.
 15 MAY 2016

FORM IC FINANCING STATEMENT / CLAIM OF FIDELITY

FILE NUMBER
 639092712

CATEGORY PAGE TOTAL NO. OF VEHICLES REGISTRATION REGISTRATION NO. OF PAGES SEIZABLE 20140820 1453 1108 42/1 P PFSA 02

DATE OF BIRTH FIRST GIVEN NAME NEWSTART FINANCIAL INC PICKERING ON L1W 3A4

BUSINESS NAME 963 BROCK ROAD UNIT 10 PICKERING ON M4G 1J3

ADDRESS FIRST GIVEN NAME SURNAME ONTARIO CORPORATION NO.

DATE OF BIRTH BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

REGISTRATION PARTY / JOHN SWEET AND JACQUELINE GAUTHEIR TORONTO ON M4G 1J3

GENERAL INFORMATION MOTOR VEHICLE AMOUNT DATE OF NO. FIXED

GOODS INVENTORY HOLDINGS ACCOUNTS OTHER INCLUDED SATURDAY OF MATURITY DATE

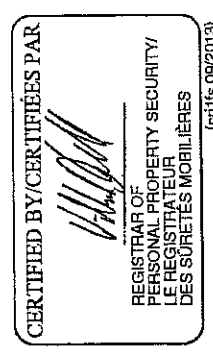
YEAR MAKE TYPE OF VEHICLE 2003 ACURA 3.2 TL TYPE S 19UDA56073A805707

GENERAL COLLABORAL DESSIGNATION

REGISTRAR AGEN ADDRESS

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CONTINUED...



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

REPORT : PSSR060
 PAGE : 76
 (5773)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

SEARCHED BY: [REDACTED]
 SEARCHED ON: [REDACTED]
 SEARCHED BY: [REDACTED]
 SEARCHED ON: [REDACTED]

BUSINESS DEBTOR
 NEWSTART FINANCIAL INC.
 15 MAY 2016

00 [REDACTED]
 01 [REDACTED] X
 20140612 1421 1108 4259 P PFSA 02

02 [REDACTED] PICKERING
 03 [REDACTED]
 04 [REDACTED] PICKERING
 963 BROCK ROAD UNIT 10 AND 11

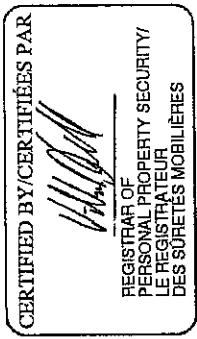
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 DATE OF MATURITY OR MAJORITY DATE

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 12 [REDACTED] SUNFIRE

13 [REDACTED]
 14 [REDACTED]
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16 [REDACTED] PICKERING
 17 [REDACTED] L1W 3A4



CONTINUED... 77

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

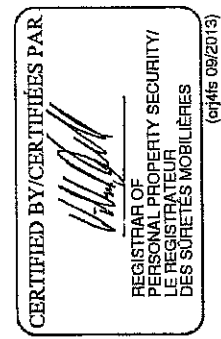
RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

00 698843538

01 20140812 1421 1108 4259

YEAR	MAKE	MODEL	REGISTRATION NUMBER
2008	INFINITI	MS5X	JNKAY01F06M252752
2008	CHEVROLET	COBALT	1G1AL15F687191434
2003	PONTIAC	GRAND PRIX	1G2WP52K83F160943
2005	DODGE	CAKAVAN	1D4GP25R45B214940
2005	NISSAN	ALTIMA	1N4AL11E25C146634
2000	FORD	TAURUS	1FAFP59S0YG158855
2005	NISSAN	MURANO	JN8AZ08WX5W417458
2004	MAZDA	EX8	JM1FE173740135824
2004	HYUNDAI	TIBURON	KMHNN6SD64U122293
2003	ACURA	TL	19TUA56673A804593
2002	FORD	WINDSTAR SPORT	2FMZA57402BB93743
2004	PONTIAC	GRAND AM	1G2NW52E54C192695
2003	PONTIAC	SUNFIRE	3G2JB52F138168437
1998	BUICK	PARK AVE	1G4CW52K3W4636965
2005	HYUNDAI	SONATA	KMHWF25S05A182682
2005	CHEVROLET	UPLANDER	1GN2V23L55D184752



FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CONTINUED...

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETED ON : NEWSTART FINANCIAL INC.
DATE COMPLETED : 15 MAY 2016

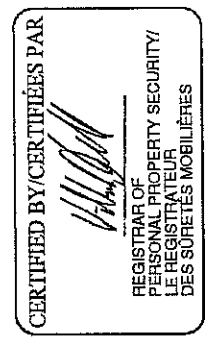
REGISTRATION NUMBER : [REDACTED]

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003 3

20140812 1421 1108 4259

YEAR	MAKE	MODEL	REGISTRATION NUMBER
2002	CHEVROLET	VENTURE	1GNDU23EX2D156509
2006	CHEVROLET	TRAILBLAZER	1GNDT138462239373
2003	CHEVROLET	IMPALA	2G1WF52E439280068
2007	DODGE	CALIBER	1B3HB48B87D125309
2005	PONTIAC	VIBE	5Y2SL63835Z417278
2009	NISSAN	SENTRA	3N1AB61E09L626467
2005	DODGE	CARAVAN	1D4GP25R05B274715



FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CONTINUED...

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

REPORT : PSSR060
 PAGE : 79
 (5776)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

BUSINESS DEBTOR
 NEWSTART FINANCIAL INC.
 15MAY 2016

FORM OF FINANCING AGREEMENT / CREAN FOR LITEN

FILE NUMBER
 698844141

CAUTION: THIS DOCUMENT CONTAINS INFORMATION THAT IS UNCLASSIFIED UNDER THE ACCESS TO INFORMATION ACT / ATTENTION: CE DOCUMENT CONTIEN DES RENSEIGNEMENTS NON CLASSIFIES EN VERTU DE LA LOI SUR L'ACCES A L'INFORMATION

01 001 2
 REGISTRATION NO. OF PAGES 20140812 1455 1108 4260 P PPSA 02
 REGISTRATION NUMBER UNDER FILED
 NAME OF DEBTOR NEWSTART FINANCIAL INC
 ADDRESS 963 BROCK ROAD UNIT 10 AND 11 PICKERING
 CITY/TOWN/VILLAGE/TOWNSHIP ON L1W 3A4

02 001 2
 NAME OF DEBTOR NEWSTART FINANCIAL INC
 ADDRESS 963 BROCK ROAD UNIT 10 AND 11 PICKERING
 CITY/TOWN/VILLAGE/TOWNSHIP ON L1W 3A4

03 001 2
 NAME OF DEBTOR NEWSTART FINANCIAL INC
 ADDRESS 963 BROCK ROAD UNIT 10 AND 11 PICKERING
 CITY/TOWN/VILLAGE/TOWNSHIP ON L1W 3A4

04 001 2
 NAME OF DEBTOR NEWSTART FINANCIAL INC
 ADDRESS 963 BROCK ROAD UNIT 10 AND 11 PICKERING
 CITY/TOWN/VILLAGE/TOWNSHIP ON L1W 3A4

05 001 2
 NAME OF DEBTOR NEWSTART FINANCIAL INC
 ADDRESS 963 BROCK ROAD UNIT 10 AND 11 PICKERING
 CITY/TOWN/VILLAGE/TOWNSHIP ON L1W 3A4

06 001 2
 NAME OF DEBTOR NEWSTART FINANCIAL INC
 ADDRESS 963 BROCK ROAD UNIT 10 AND 11 PICKERING
 CITY/TOWN/VILLAGE/TOWNSHIP ON L1W 3A4

07 001 2
 NAME OF DEBTOR NEWSTART FINANCIAL INC
 ADDRESS 963 BROCK ROAD UNIT 10 AND 11 PICKERING
 CITY/TOWN/VILLAGE/TOWNSHIP ON L1W 3A4

08 001 2
 NAME OF DEBTOR NEWSTART FINANCIAL INC
 ADDRESS 963 BROCK ROAD UNIT 10 AND 11 PICKERING
 CITY/TOWN/VILLAGE/TOWNSHIP ON L1W 3A4

09 001 2
 NAME OF DEBTOR NEWSTART FINANCIAL INC
 ADDRESS 963 BROCK ROAD UNIT 10 AND 11 PICKERING
 CITY/TOWN/VILLAGE/TOWNSHIP ON L1W 3A4

10 001 2
 NAME OF DEBTOR NEWSTART FINANCIAL INC
 ADDRESS 963 BROCK ROAD UNIT 10 AND 11 PICKERING
 CITY/TOWN/VILLAGE/TOWNSHIP ON L1W 3A4

CERTIFIED BY/CERTIFIEES PAR
 REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SURETES MOBILIERES
 (e/f 11s 08/2013)



11 MOTOR VEHICLE 2007 HISSAN
 12 VEHICLE 2005 SATURN
 13 GENERAL
 14 GENERAL
 15 GENERAL
 16 REGISTRAR
 17 AGENT

NEWSTART FINANCIAL INC
 963 BROCK ROAD UNIT 10 AND 11
 PICKERING ON L1W 3A4

CONTINUED...

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

REPORT : PSSR060
 PAGE : 80
 (5777)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

BUSINESS DEBTOR
 NEWSTART FINANCIAL INC.
 15MAY 2015

2006 AC MOTOR VEHICLE SCHEDULE

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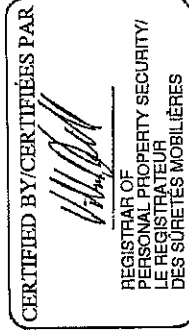
REGISTRATION NUMBER
 20140812 1455 1108 4260

YEAR MAKE MODEL
 2006 CHEVROLET
 2001 CHRYSLER
 2004 SATURN
 2005 MAZDA
 2006 KIA
 2006 PONTIAC
 2002 NISSAN
 2004 CHEVROLET
 2006 CHEVROLET

MODEL
 UPLANDER
 300 M
 ION
 3 GX
 RIO
 MONTANA SV6
 SENTRA
 MALIBU MAXX
 EQUINOX

REGISTRATION NUMBER
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 3N1CB51D12L60B365
 1G1ZT64874F226386
 2CNDL63F866087038

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*** FOR FURTHER INFORMATION CONTACT THE REGURED PARTY ***

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: NEWSTART FINANCIAL INC.
FILE CURRENCY: 15MAY 2016

FORM IC FINANCING STATEMENT / CERTAIN FOR DEBT

00 [REDACTED] 598798169

01 [REDACTED] 20140811 1303 1108 4257 P PSSA 02

02 [REDACTED] NEWSTART FINANCIAL INC PICKERING ON L1W 3A4

03 [REDACTED] #10 - 963 BROCK ROAD

04 [REDACTED] ADDRESS

05 [REDACTED] ADDRESS

06 [REDACTED] ADDRESS

07 [REDACTED] ADDRESS

08 [REDACTED] MODERN PARA ALUMINUM SALES INC THORNHILL ON L3T 4M1

09 [REDACTED] 189 SIMONSTON BLVD.

10 [REDACTED] 100000

11 [REDACTED] 2007 CHEV UPLANDER

12 [REDACTED] 2007 CHEV

13 [REDACTED] GENERAL

14 [REDACTED] GENERAL DISPOSITION

15 [REDACTED]

16 [REDACTED] NEWSTART FINANCIAL INC PICKERING ON L1W 3A4

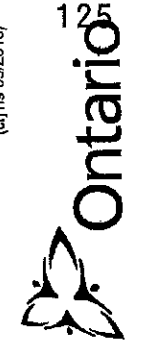
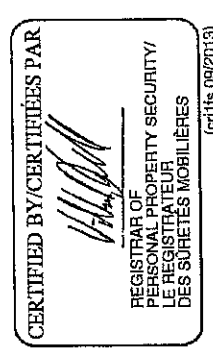
17 [REDACTED] #10 - 963 BROCK ROAD

ADDRESS [REDACTED]

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CONTINUED...

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETED ON : NEWSTART FINANCIAL INC.
FILE CURRENCY : 15MAY 2016

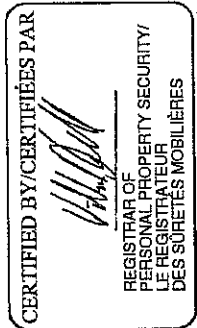
FORM NO. MOTOR VEHICLE SCHEDULE

698798169

PAGE 2 OF 2 PAGES

20140811 1303 1108 4257

YEAR	MAKE	MODEL	MOBILE NO.	REGISTRATION NO.
2006	NISSAN	XTRALL	1JNB0108V85W203101	
2000	ACURA	TL	19UUA5666YA801B40	
2001	PONTIAC	SUNFIRE	3G2JB52491S218805	
2006	PONTIAC	MONTANA	1GMDV33LX6D200973	
2003	ACURA	TL	19UUA56853A801807	
2005	CHEV	AVEO	KL1TG52675B464333	
2002	PONTIAC	AZTEK	3G7DA03E228556598	
2002	VW	JETTA GLS	3VWSB29M02M180212	
2001	FORD	WINDSTAR	2FMDA56451BC03354	
2002	CHEV	VENTURE	1GNDX01E82D265126	
2008	CHEV	UPLANDER	1GNDV23128D161416	



*** FOR FURTHER INFORMATION CONTACT THE SECURE PARTY ***

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
DATE CONDUCTED : 15 MAY 2016

FORM IC FINANCING STATEMENTS CLAIM FOR DEBT

00 FILE NUMBER : 69B76984

01 SYSTEM PAGE TOTAL VEHICLE REGISTRATION REGISTRY SUB PROVISION
FILE NO. OF PAGES SCHEDULE NUMBER UNDER FILED
001 X 20140808 1537 1108 4253 P PFSA 02

02 DEBTOR : NEWSTART FINANCIAL INC. PICKERING
03 NAME : 963 BROCK ROAD UNIT 10 AND 11
04 ADDRESS : 963 BROCK ROAD UNIT 10 AND 11 PICKERING

05 DEBTOR : CECIL LI TORONTO
06 NAME : 676 SHEPPARD AVE E APT 501
07 ADDRESS : 676 SHEPPARD AVE E APT 501 TORONTO

08 COMPANY : NEWSTART FINANCIAL INC. TORONTO
09 NAME : CECIL LI
10 ADDRESS : 676 SHEPPARD AVE E APT 501 TORONTO

11 MOTOR : 2000 ANISSAN
12 VEHICLE : 2000 GMC
13 GENERAL : JIMMY
14 COMPANY : JIMMY
15 DESCRIPTION : 2000 GMC

16 REGISTERING : NEWSTART FINANCIAL INC.
17 AGENT : 963 BROCK ROAD UNIT 10 AND 11 PICKERING

CERTIFIED BY/CERTIFIÉES PAR
[Signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR EN
DES SURETES MOBILIERES
(en)16 09/2013



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETED ON : NEWSTART FINANCIAL INC.
FILE COMPANY : 15MAY 2016

FOR A MOTOR VEHICLE SEARCH

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698766984

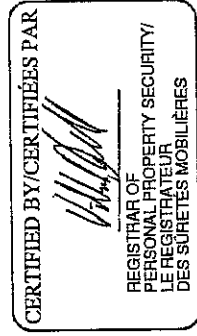
002
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20140808 1537 1108 4253

YEAR MAKE MODEL
1998 CHEVROLET VENTURE
2007 GMC JIMMY
2002 PONTIAC G6
2002 BUICK RENDEVOUS
2010 HYUNDAI ACCENT
2000 PONTIAC GRAND PRIX
2007 DODGE CALIBER
2003 MAZDA MPV

1GNDX03E44D260878
1GKDT13W9W2534792
1G2ZH18N074234054
3G5DA03E028507439
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*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***
CONTINUED ...



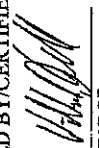
PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

FORM IS ADVANCING STATEMENT / CLAIM OF EN

00	001	002	003	004	005	006	007	008	009	010	011	012	013	014	015	016	017
DEBTOR NAME	DEBTOR ADDRESS	DEBTOR CITY	DEBTOR PROVINCE	DEBTOR POSTAL CODE	DEBTOR BUSINESS NAME	DEBTOR BUSINESS ADDRESS	DEBTOR BUSINESS CITY	DEBTOR BUSINESS PROVINCE	DEBTOR BUSINESS POSTAL CODE	DEBTOR BUSINESS PHONE	DEBTOR BUSINESS FAX	DEBTOR BUSINESS EMAIL	DEBTOR BUSINESS WEBSITE	DEBTOR BUSINESS OTHER	DEBTOR BUSINESS OTHER	DEBTOR BUSINESS OTHER	DEBTOR BUSINESS OTHER
NEWSTART FINANCIAL INC	963 BROCK ROAD UNIT 10 AND 11	PICKERING	ON	L1W 3A4													
SECURED PARTY / UTEN CHARGIAN	ARGENCO INC	35 HILLS ROAD	ON	L1S 2W2													
COMPLAINT CLASSIFICATION	GOODS / INVENTORY / EQUIPMENT / ACCOUNTS / OTHER	MODEL	YEAR MAKE	2000 GMC	VEHICLE	2005 BODGE	VEHICLE	2000 GMC	VEHICLE	2005 BODGE	VEHICLE	2000 GMC	VEHICLE	2005 BODGE	VEHICLE	2000 GMC	VEHICLE
REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254	20140808160711084254
DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE	DATE OF PURCHASE
15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016	15MAY 2016

CERTIFIED BY / CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY
 LE REGISTREUR DES SÛRETÉS MOBILIÈRES
 (cf 1fs 09/2013)



CONTINUED ... 86

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

REPORT : PSSR060
 PAGE : 86
 (5783)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

TYPE OF SEARCH BUSINESS DEBTOR
 SEARCH CONDUCTED ON NEWSTART FINANCIAL INC.
 FILE CATEGORY 15MAY 2016

FOR AN MOTOP VEHICLS SCHEPPE

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 69876766B

REGISTRATION NO. OF VEHICLES 002

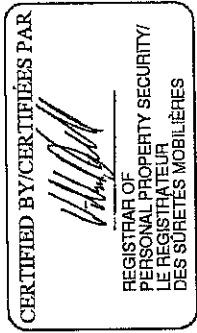
REGISTRATION NUMBER 20140808 1607 1108 4254

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VEHICLE MAKE
 2005 KIA
 2000 CHEVROLET
 1999 DODGE

VEHICLE REGISTRATION NO.
 RNDJJC/33555407008
 1GCBC14V9YZ196505
 1B7GL22ZXXS312726

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



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
FILE CURRENCY : 15MAY 2016

FOR FURTHER INFORMATION, PLEASE CONTACT THE REGISTRAR AT 416-325-4000

00 FILE NUMBER : 558757585

01 REGISTRATION NO. : 20140808 1609 1108 4255 P PPSA 02
REGISTRATION NO. : 20140808 1609 1108 4255 P PPSA 02

02 DEBTOR NAME : NEWSTART FINANCIAL INC. ONTARIO CORPORATION NO. 963
03 BUSINESS NAME : NEWSTART FINANCIAL INC. ON L1W 3A4
04 ADDRESS : 963 BROCK ROAD UNIT 10 AND 11 PICKERING

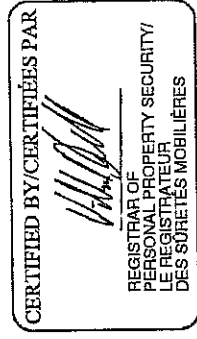
05 DEBTOR NAME : ARGENCO INC. ONTARIO CORPORATION NO. [REDACTED]
06 BUSINESS NAME : ARGENCO INC. ON L1S 2W2
07 ADDRESS : 35 HILLS ROAD AJAX

08 SECURED PARTY / LENDER : [REDACTED]
09 LENDER : [REDACTED]
10 COLLATERAL CLASSIFICATION : [REDACTED] NO FIXED
CONSUMERS' GOODS INVESTORS' ACCOUNTS OTHER INCLUDED : [REDACTED] MAJORITY OR LIABILITY PAID : [REDACTED] X

11 MOTOR VEHICLE MAKE : [REDACTED] VIN : [REDACTED]
12 MOTOR VEHICLE : [REDACTED] REGISTRATION NO. : [REDACTED]

13 GENERAL : [REDACTED]
14 COMMENTS : [REDACTED]
15 PPSA REGISTRATION : [REDACTED]

16 REGISTERING AGENT : [REDACTED]
17 ADDRESS : [REDACTED]



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
FILE CURRENCY : 15MAY 2016

FORM OF FINANCING STATEMENT : CLAIM FOR DEB

FILE NUMBER : 698768127

CAUTION : THIS TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NUMBER UNDER REGISTRATION
FILING NO. OF PAGES X 20140808 1626 1108 4256 P PPSA 02

NAME OF BIRTH : [REDACTED] INITIAL : [REDACTED] SURNAME : [REDACTED]

BUSINESS NAME : NEWSTART FINANCIAL INC PICKERING ON L1W 3A4

ADDRESS : 963 BROCK ROAD UNIT 10 AND 11

NAME OF BIRTH : [REDACTED] SURNAME : [REDACTED]

BUSINESS NAME : [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

NAME : CAROLINE TAYLOR
ADDRESS : 1189 QUEEN VICTORIA AVE MISSISSAUGA ON L5H 3H2

COMPANY : [REDACTED] MOTOR VEHICLE AMOUNT : [REDACTED] NO. FIXED : [REDACTED]
COINSURE : [REDACTED] INCREASE : [REDACTED] MAINTENANCE : [REDACTED] OR : [REDACTED] BUREAU : [REDACTED]
GOODS : [REDACTED] INVESTMENT : [REDACTED] ACCOUNTS : [REDACTED] OTHER : [REDACTED] X 96000

YEAR : [REDACTED] MAKE : [REDACTED] MODEL : [REDACTED] VIN : [REDACTED]
1989 BMW
MOTOR VEHICLE : 26WBW60024
VEHICLE : 2004 CHEVROLET MALIBU 1G1ZT54874F103374

GENERAL COLLATERAL DISPOSITION

REGISTERING AGENT : NEWSTART FINANCIAL INC PICKERING ON L1W 3A4

ADDRESS : [REDACTED] CONTACT : THE SECURED PARTY ***
FOR FURTHER INFORMATION

CONTINUED... 89

CERTIFIED BY CERTIFIÉES PAR
[Signature]
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETES MOBILIERES
(e/fits 09/2013)



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

TYPE OF SEARCH
SEARCH CONDUCTED ON
FULL COMPANY

REGARDC MOTOR VEHICLE REGISTRATION

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638768127

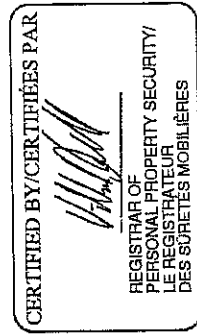
REGISTRATION NUMBER
002

REGISTRATION NUMBER
20140808 1626 1108 4256

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MODEL
SEVILLE
CARAVAN
NEON SX
SONOMA
G6
MAGNUM

REGISTRATION NUMBER
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2B4GP44R52R699139
1B3BS46C65D215117
1GTC819W0Y8218845
1G2ZG528154140789
2D4FV47V67H824128



*** FOR FURTHER INFORMATION, CONTACT THE REGURED PARTY ***
CONTINUED...



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223-97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

THIS REGISTRATION HAS BEEN DISCHARGED **

00 [REDACTED] 698343309

01 [REDACTED] 20140725 1122 1108 423/ P PPSA 02

02 [REDACTED] NEWSTART FINANCIAL INC PICKERING ON L1W 3A4

03 [REDACTED]

04 [REDACTED] 963 BROCK ROAD UNIT 10 PICKERING

05 [REDACTED]

06 [REDACTED]

07 [REDACTED] ONTARIO CORPORATION NO.

08 [REDACTED] IRIS AND ERNEST BIERI CLARENCE CREEK ON K0A 1N0

09 [REDACTED] 1420 JOANISE ROAD

10 [REDACTED] MOTOR VEHICLE AMOUNT DATE OF NO. FIXED

11 [REDACTED] 2004 FORD [REDACTED] D53C125071

12 [REDACTED] FOCUS 3FAPP37304R102952

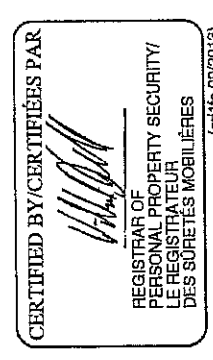
13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED] NEWSTART FINANCIAL INC PICKERING ON L1W 3A4

17 [REDACTED] 963 BROCK ROAD UNIT 10



CONTINUED ... 91

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

FORM AC MOTOR VEHICLE SCHEDULE
PAGE NUMBER
638343309

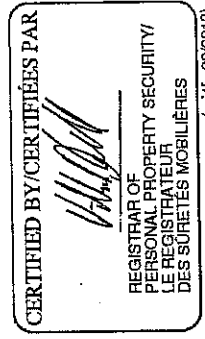
PAGE NUMBER
002

REGISTRATION NUMBER
20140725 1122 1108 4237

YEAR	MAKE	MODEL	REGISTRATION NUMBER
2000	FORD	F-150	2F1ZL1729YCB19640
2005	CHEVROLET	UPLANDER	1GNDV23L35D158991
2001	DODGE	GRAND CARAVAN	1B4GP44R71B1B2437
2002	OLDSMOBILE	ALERO	1G3NK52F52C111160
2002	NISSAN	SENTRA	3N1CB51DX2L617145
2005	BUICK	ALLURE	2G4WF532651236968
2004	KIA	SEDONA	KNDUP131946515492
2000	PONTIAC	MONTANA EXT	1GMDX03E9YD333978
2002	DODGE	DAKOTA	1B7HG38N52S616347
2001	LINCOLN	TOWN CAR	1LNEM82W31Y12105
2004	FORD	FREESTAR	2FMZA56274BA50968
2000	HYUNDAI	ACCENT	KMHCG35G5YU023578
2008	HYUNDAI	ACCENT	KMHCM45C08B263498
2004	NISSAN	MAXIMA	1N4BA41E84C916474
2005	PONTIAC	MONTANA	1GMDV33L35D268417
2004	CHEVROLET	EPICA	KL1VB52L24B106875

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

CONTINUED...



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
ENTRY CURRENCY : 15MAY 2016

REGISTRATION MOTOR VEHICLE SCHEDULE

00 698343309

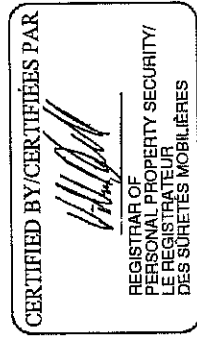
PAGE 003 OF 3

REGISTRATION NUMBER 20140725 1122 1108 4237

YEAR	MAKE	MODEL	REGISTRATION NUMBER
2006	CHEVROLET	UPLANDER	1GNDU73LX6D182967
2002	CHEVROLET	CAVALIER	3G1JC524928200565
2001	PONTIAC	GRAND PRIX	1G2WP22K11F169920
2005	CHEVROLET	UPLANDER	1GNDV23L65D154403
2003	FORD	FOCUS	1FAFP36303W259555
2004	PONTIAC	GRAND PRIX	2G2WF522141254008
2002	FORD	EXPLORER	1FMZU73E52UC39255
2000	VOLKSWAGON	JETTA	3VWSA29M3YM013077
2002	DODGE	GRAND CARAVAN	1B4GF44R32B610442
2005	DODGE	CARAVAN	1D4GP25RX5B274785
2002	CHEVROLET	IMPALA	2G1WF52EX29235263
2004	CHRYSLER	PACIFICA	2C8GM68404R644945
2001	MAZDA	MPV	JM3LW28G910181357
2001	NISSAN	MAXIMA	JN1CA31A31T109364

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

CONTINUED...



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

PROPERTY 25: EXPIRING CHANGE STATEMENT / CHANGE STATEMENT

CAPTION PAGE NO. OF MOTOR VEHICLE REGISTRATION PERSEVERE
BILLING NO. OF PAGE SCHEDULE 20160422 1544 1106 4702

01 RECORDS 001 1
21 FILE NUMBER 698343309

22 PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL
C DISCHARGE C

23 FIRST GIVEN NAME FIRST GIVEN SURNAME
24 BUSINESS NAME NEWSTART FINANCIAL INC.

25 DATE OF CHANGE
26 PERSON/ DISPOSITION
27 DISPOSITION

28 DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME SURNAME

02/ 05 BUSINESS NAME
03/ C PARTISHER ADDRESS
04/07

ONTARIO CORPORATION NO.

29 ASSIGNOR SECURITY PARTY/ TEN CLAWAMP/ ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION TO MOTOR VEHICLE DATE OF NO. FIXED
GOODS INVENTORY FOR BIRTH ACCOUNT IS CHRG. INCURRED AMOUNT VALUE OF COLLATERAL

10 YEAR MAKE MODEL V.I.N.

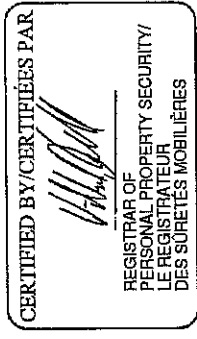
11 MOTOR NEWSTART FINANCIAL INC.
12 VEHICLE 963 BROCK ROAD UNIT 10
13 GENERAL PICKERING
14 COLLATERAL
15 DESCRIPTION
16 REGISTRATION AGENT OR
17 SECURITY PARTY ADDRESS

ON L1W 3A4

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

CONTINUED ...

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETED ON : NEWSTART FINANCIAL INC.
DATE : 15 MAY 2016

REGISTRATION NUMBER : 698359014

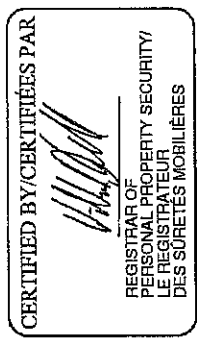
00 CAPTION PAGE TOTAL MOTOR VEHICLE NO. OF PAGES 20140725 1510 1108 4238 P PFSA 02
01 PUBLISHING NO. OF PAGES X

02 DEBTOR NAME : NEWSTART FINANCIAL INC
03 BUSINESS NAME : NEWSTART FINANCIAL INC
04 ADDRESS : 963 BROCK ROAD UNIT 10 PICKERING
DATE OF BIRTH : INITIAL SURNAME

05 DEBTOR NAME : COYOTE GRAPHICS INC
06 BUSINESS NAME : COYOTE GRAPHICS INC
07 ADDRESS : 19 CHESTNUT AVE BRAMPTON ON L6X 2A6

08 SECURED PARTY :
09 ADDRESS :
10 MOTOR VEHICLE INFORMATION :
YEAR MAKE MODEL YEAR MAKE MODEL
2005 CHEVROLET 2002 TOYOTA
GENERAL COLLATERAL DEBT REGISTRATION

11 MOTOR VEHICLE : 2005 CHEVROLET
12 GENERAL COLLATERAL DEBT REGISTRATION : 2002 TOYOTA
13 REGISTRAR :
14 AGENT :
15 ADDRESS : 963 BROCK ROAD UNIT 10 PICKERING ON L1W 3A4



CONTINUED . . . 95

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

REPORT : PSSR060
PAGE : (95
(5792)

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE NUMBER

FORM 4C - MOTOR VEHICLE SCHEDULE

FILE NUMBER
698359014

INDEX NUMBER
002

REGISTRATION NUMBER
20140725 1510 1108 4238

YEAR MAKE
2005 BUICK


MODEL
RENDEVOUS

REGISTRATION NUMBER
3G5DB03E058549904

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

96

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(c)4/15 08/2013



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
FILE CONCERNING : 15MAY 2016

REGISTRATION NUMBER : 001

REGISTRATION NUMBER : 690026824

REGISTRATION NO. OF PAGES : 2
REGISTRATION NUMBER : 20140/15 1534 1108 4222 P PPSA 02

REGISTRATION NO. OF PAGES : 2
REGISTRATION NUMBER : 20140/15 1534 1108 4222 P PPSA 02

REGISTRATION NO. OF PAGES : 2
REGISTRATION NUMBER : 20140/15 1534 1108 4222 P PPSA 02

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REGISTRATION NO. OF PAGES : 2
REGISTRATION NUMBER : 20140/15 1534 1108 4222 P PPSA 02

REGISTRATION NO. OF PAGES : 2
REGISTRATION NUMBER : 20140/15 1534 1108 4222 P PPSA 02

REGISTRATION NO. OF PAGES : 2
REGISTRATION NUMBER : 20140/15 1534 1108 4222 P PPSA 02

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crt/11s 09/2019)



CONTINUED . . . 97

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

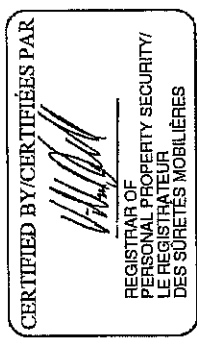
PONTIAC VECTOR VEHICLE SCHEDULE

698026824

002 2

20140715 1534 1108 4222

YEAR	MAKE	MODEL	REGION	VEHICLE IDENTIFICATION NUMBER
1997	HONDA	ACCORD		HGCD3604VA807341
2006	PONTIAC	MONTANA SV6		1GMDV23L76D156425
2004	BUICK	RAINIER		5GADT13S342177729
2001	CHEVROLET	VENTURE		1GNDU03E91D228383
2004	CHEVROLET	OPTRA		KL1JK62Z04K003169
2005	PONTIAC	GRAND AM		1G2NE52EX5M171503
2004	MAZDA	6		1YVFP80C445N04004
2003	NISSAN	SENTRA		3N1CB51D43L816581
2004	VOLKSWAGON	JETTA GLS		3VWSK29M04M073065
2008	DODGE	GRAND CARAVAN		2D8HM44P88R658283
2003	ACURA	MDX		2HNYD18613H003960



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



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

FORM 25 - FINANCIAL CHANGE STATEMENT / CHANGEMENT FINANCIER

20140/16 1155 1108 4223

21 698026824

22 NEWSTART FINANCIAL INC

23 NEWSTART FINANCIAL INC

24 CORRECTION TO PRINCIPAL AMOUNT SECURED TO \$100,000

25 02/

26 05/

27 03/

28 04/07

29 08

30 09

31 10

32 11

33 12

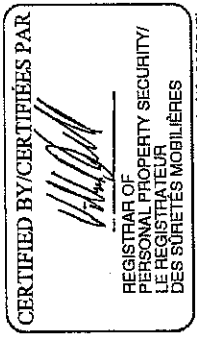
34 13

35 14

36 15

37 16

38 17



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

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

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

BUSINESS DETAIL
 NEWSTART FINANCIAL INC.
 15MAY 2016

REGISTRATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION REGISTRATION
 NUMBER OF PAGES 001 2 20140627 1435 1108 4214 P PSSA 02
 REGISTRATION NUMBER UNDER THE PPSA

REGISTRATION NUMBER UNDER THE PPSA
 20140627 1435 1108 4214 P PSSA 02
 ONTARIO CORPORATION NO. L1W 3A4

REGISTRATION NUMBER UNDER THE PPSA
 20140627 1435 1108 4214 P PSSA 02
 ONTARIO CORPORATION NO. L1W 3E6

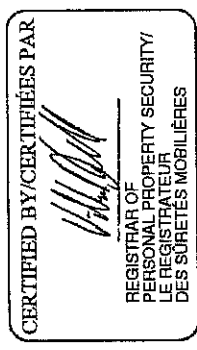
REGISTRATION NUMBER UNDER THE PPSA
 20140627 1435 1108 4214 P PSSA 02
 ONTARIO CORPORATION NO. L1W 3E6

REGISTRATION NUMBER UNDER THE PPSA
 20140627 1435 1108 4214 P PSSA 02
 ONTARIO CORPORATION NO. L1W 3E6

REGISTRATION NUMBER UNDER THE PPSA
 20140627 1435 1108 4214 P PSSA 02
 ONTARIO CORPORATION NO. L1W 3E6

REGISTRATION NUMBER UNDER THE PPSA
 20140627 1435 1108 4214 P PSSA 02
 ONTARIO CORPORATION NO. L1W 3E6

REGISTRATION NUMBER UNDER THE PPSA
 20140627 1435 1108 4214 P PSSA 02
 ONTARIO CORPORATION NO. L1W 3E6



CONTINUED... 100

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

BUSINESS DEBTOR
NEWSTART FINANCIAL INC.
15MAY 2016

TYPE OF SEARCH
SEARCH CONDUCTED ON
P.H.V. COMPANY

FROM: IC MOTOR VEHICLE SCHEDULE

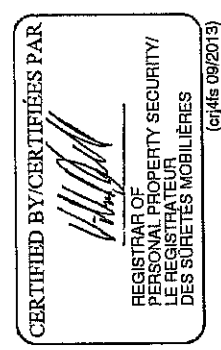
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BATCH NUMBER
002

RIGHTS PARTITION
NUMBER
20140627 1435 1108 4214

YEAR	MAKE	MODEL	REGISTRATION NUMBER
2006	CHEVROLET	UPLANDER	1GNDU23L16D212910
2003	FORD	WINDSTAR	2FMZA55443BA71228
2007	CHEVROLET	IMPALA	2G1WB58N079378393
2001	CHEVROLET	MAJIBU	1G1NE52JX16150585
2005	NISSAN	SENTRA	3N1CB51D35L523936
2005	MAZDA	TRIBUTE	4F2CZ04185KM10594
2001	GMC	SIERRA	2GREK19T911370825
2002	OLDSMOBILE	ALERO	1G3NK52F32C276804
2005	DODGE	CARAVAN	2D4GP44L75R340283
2001	HONDA	ACCORD	1HGCC22511A800476
2001	OLDSMOBILE	ALERO	1G3NL52T61C189285
2003	HYUNDAI	ELANTRA	KMHDN45D03U634214
2001	BMW	330CI	WBAEN53491JU25277
2004	PONTIAC	VIBE	5Y2SL62834Z438440

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



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

LEVEL OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON NEWSTART FINANCIAL INC.
FROM CURRENCY 15MAY 2016

FORM 16 FINANCING STATEMENT CLAIM FOR L.P.N.
FILE NUMBER
597178358
SECTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION REGISTRATION REGISTRATION
SCHEDULE NO. OF PAGES SCHEDULE NUMBER UNDER PART JOB PART JOB PART JOB PART JOB
001 X 20140617 1128 1108 4196 P PPSA 02

DEBTOR NAME FIRST GIVEN NAME INITIAL SURNAME PICKERING
NEWSTART FINANCIAL INC
963 BROCK RD UNIT 10 AND 11 PICKERING
ON L1W 3A4

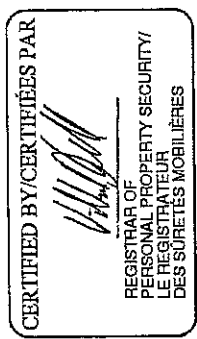
DEBTOR NAME FIRST GIVEN NAME INITIAL SURNAME PICKERING
NEWSTART FINANCIAL INC
963 BROCK RD UNIT 10 AND 11 PICKERING
ON L1W 3A4

DEBTOR NAME FIRST GIVEN NAME INITIAL SURNAME PICKERING
NEWSTART FINANCIAL INC
963 BROCK RD UNIT 10 AND 11 PICKERING
ON L1W 3A4

DEBTOR NAME FIRST GIVEN NAME INITIAL SURNAME PICKERING
NEWSTART FINANCIAL INC
963 BROCK RD UNIT 10 AND 11 PICKERING
ON L1W 3A4

DEBTOR NAME FIRST GIVEN NAME INITIAL SURNAME PICKERING
NEWSTART FINANCIAL INC
963 BROCK RD UNIT 10 AND 11 PICKERING
ON L1W 3A4

DEBTOR NAME FIRST GIVEN NAME INITIAL SURNAME PICKERING
NEWSTART FINANCIAL INC
963 BROCK RD UNIT 10 AND 11 PICKERING
ON L1W 3A4



CONTINUED ... 102

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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
FILE JURISDICTION : 15MAY 2016

FORM NO : MOTOR VEHICLE REGISTRATION

REGISTRATION NUMBER : 20140617 1128 1108 4196

REGISTRATION NUMBER : 20140617 1128 1108 4196

REGISTRATION NUMBER : 20140617 1128 1108 4196

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REGISTRATION NUMBER : 20140617 1128 1108 4196

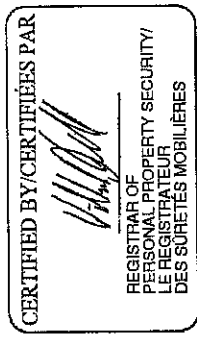
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REGISTRATION NUMBER : 20140617 1128 1108 4196

REGISTRATION NUMBER : 20140617 1128 1108 4196

REGISTRATION NUMBER : 20140617 1128 1108 4196



*** FOR FURTHER INFORMATION CONTACT THE SECURITY PARTY ***
CONTINUED ...

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

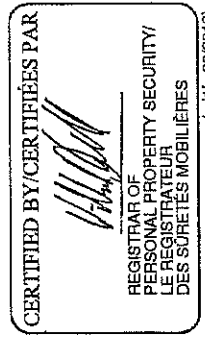
RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

NAME OF SEARCHED BUSINESS DEBTOR
SEARCH CONDUCTED ON NEWSTART FINANCIAL INC.
FILE CUMULATIVE 15MAY 2016

THIS REGISTRATION HAS BEEN DISCHARGED **

00	REGISTRATION PAGE 001	REGISTRATION NUMBER 20140523 1402 1108 4175	REGISTRATION HOLDER P	PFFSA	02
01	REGISTRATION PAGE 001	REGISTRATION NUMBER 20140523 1402 1108 4175	REGISTRATION HOLDER P	PFFSA	02
02	DEBTOR NAME	NEWSTART FINANCIAL INC	ADDRESS	963 BROCK RD UNIT 10 AND 11	PICKERING
03	DEBTOR NAME	NEWSTART FINANCIAL INC	ADDRESS	963 BROCK RD UNIT 10 AND 11	PICKERING
04	DEBTOR NAME	NEWSTART FINANCIAL INC	ADDRESS	963 BROCK RD UNIT 10 AND 11	PICKERING
05	DEBTOR NAME	NEWSTART FINANCIAL INC	ADDRESS	963 BROCK RD UNIT 10 AND 11	PICKERING
06	DEBTOR NAME	NEWSTART FINANCIAL INC	ADDRESS	963 BROCK RD UNIT 10 AND 11	PICKERING
07	DEBTOR NAME	NEWSTART FINANCIAL INC	ADDRESS	963 BROCK RD UNIT 10 AND 11	PICKERING
08	DEBTOR NAME	NEWSTART FINANCIAL INC	ADDRESS	963 BROCK RD UNIT 10 AND 11	PICKERING
09	DEBTOR NAME	NEWSTART FINANCIAL INC	ADDRESS	963 BROCK RD UNIT 10 AND 11	PICKERING
10	GENERAL CLASSIFICATION	VEHICLE	AMOUNT	DATE OF MATURITY	DATE
11	YEAR MAKE	2005 BUICK	AMOUNT	DATE OF MATURITY	DATE
12	VEHICLE	2005 BUICK	AMOUNT	DATE OF MATURITY	DATE
13	GENERAL	2005 BUICK	AMOUNT	DATE OF MATURITY	DATE
14	GENERAL	2005 BUICK	AMOUNT	DATE OF MATURITY	DATE
15	GENERAL	2005 BUICK	AMOUNT	DATE OF MATURITY	DATE
16	REGISTERING	NEWSTART FINANCIAL INC	ADDRESS	963 BROCK ROAD UNIT 10 AND 11	PICKERING
17	AGENT	NEWSTART FINANCIAL INC	ADDRESS	963 BROCK ROAD UNIT 10 AND 11	PICKERING

CONTINUED... 104



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

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

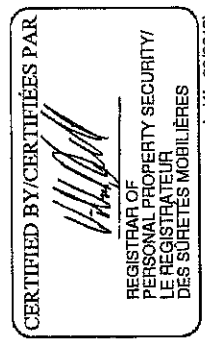
BUSINESS DEBTOR
 NEWSTART FINANCIAL INC.
 15MAY 2016

REGISTRATION NUMBER: 20140523 1402 1108 4175

00
 01

YEAR	MAKE	MODEL	REGISTRATION NUMBER
2005	DODGE	CARAVAN	1D4GP25R05B412737
2002	HYUNDAI	SANTA FE	KM8SB73D62U299012
2004	CHRYSLER	SEBRING	1C3EL56R44M329412
2005	NISSAN	ALTIMA	1N4AL11EX5C380049
2004	DODGE	C SX	1B3ES46C84D565637
2000	FORD	FOCUS	1FAFP3430YB95453
2006	DODGE	CARAVAN	1D8GP45R36B96941
1999	VOLKSWAGEN	JETTA TDI	3VWRF29M5XM004377
2004	FORD	TAURUS SES	1FAFP5294A209658
2000	CHEVROLET	MONTE CARLO	2G1WX12K5Y9353094

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



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

RUN NUMBER : 137
RUN DATE : 2016/05/16
ID : 20160516113223.97

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: NEWSTART FINANCIAL INC.
DATE CURRENCY: 15MAY 2016

PAGE 2: PROPOSING CHANGE STATUSES / CHANGE STATEMENT

01 JURISDICTION: ONTARIO
02 REGISTRATION NUMBER: 2016040113311084652
03 CHANGE REPORTED BY: [REDACTED]
04 CHANGE REPORTED PERIOD: [REDACTED]

05 BUSINESS NAME: NEWSTART FINANCIAL INC.
06 FIRST GIVEN NAME: [REDACTED]
07 SURNAME: [REDACTED]

08 DEBTOR / CREDITORS: [REDACTED]
09 BUSINESS NAME: [REDACTED]
10 ADDRESS: [REDACTED]

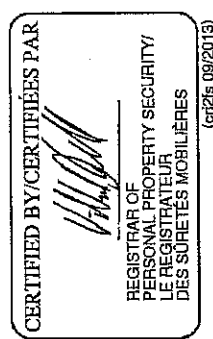
11 MOTOR VEHICLE: [REDACTED]
12 YEAR: [REDACTED]
13 MAKE: [REDACTED]
14 MODEL: [REDACTED]
15 PICKERING ON L1W 3A4

16 COLLATERAL CLASSIFICATION: [REDACTED]
17 ADDRESS: [REDACTED]

18 ASSIGNOR: [REDACTED]
19 SECURED PARTY / TEN GRANTEE / ASSIGNEE: [REDACTED]

20 ADDRESS: [REDACTED]
21 MOTOR VEHICLE: [REDACTED]
22 YEAR: [REDACTED]
23 MAKE: [REDACTED]
24 MODEL: [REDACTED]

25 PICKERING ON L1W 3A4
26 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
27 CONTINUED ... 106



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

REPORT : PSSR060
 PAGE : 106
 (5803)

RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

BUSINESS DEBTOR
 NEWSTART FINANCIAL INC.
 15MAY 2016

FOR THE STRACING SERVICE OF CLAIM FOR BENEFIT

FILE NUMBER
 558378854

REGISTRATION NUMBER
 20091223 1320 1793.0752 P PSSA 10

REGISTRATION NUMBER
 20091223 1320 1793.0752 P PSSA 10

REGISTRATION NUMBER
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REGISTRATION NUMBER
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REGISTRATION NUMBER
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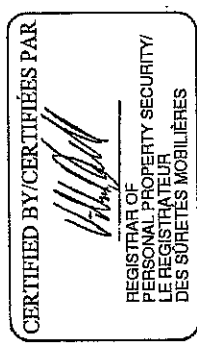
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REGISTRATION NUMBER
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REGISTRATION NUMBER
 20091223 1320 1793.0752 P PSSA 10

REGISTRATION NUMBER
 20091223 1320 1793.0752 P PSSA 10



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

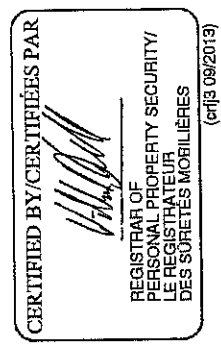
RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
 FILE CURRENCY : 15MAY 2016

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
715837905	20160420	1149	1108 4693
715841955	20160420	1306	1108 4694
715461705	20160407	1528	1108 4655
715464864	20160407	1639	1108 4656
714876687	20160318	1439	1092 5732
713350683	20160115	1553	1108 4606
713351232	20160115	1622	1108 4607
713351592	20160115	1639	1108 4608
713317743	20160114	1513	1108 4603
713319597	20160114	1620	1108 4604
712990773	20151230	1535	1108 4596
709241949	20150824	1223	1108 4542
709244955	20150824	1246	1108 4543
709257114	20150824	1522	1108 4544
705784572	20150505	1219	1108 4518
705526956	20150428	1456	1108 4509
704925513	20150408	1259	1108 4494
704515914	20150325	1204	1108 4478
704319084	20150318	0952	1108 4471
702954558	20150114	1058	1108 4398
702959976	20150114	1119	1108 4399
702422145	20141217	1414	1108 4385
702430047	20141217	1508	1108 4386
702361944	20141215	1556	1108 4381
700914663	20141023	1050	1108 4328
700873281	20141021	1708	1108 4323
700502769	20141007	1312	1108 4304
699956243	20140919	1145	1108 4289
699372225	20140829	1224	1108 4278
699134238	20140821	1449	1108 4273
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	20160427	1526	1092 5760
	20160413	1142	1108 4659
	20160428	1110	1108 4743
	20160427	1518	1092 5758
	20160420	1444	1108 4697
	20160420	1441	1108 4696
	20160419	1202	1108 4664
	20160420	1430	1108 4695
	20160419	1415	1108 4674
	20160419	1627	1108 4688
	20160425	1438	1108 4711

CONTINUED . . . 108



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

REPORT : PSSR060
 PAGE : 108
 (5805)

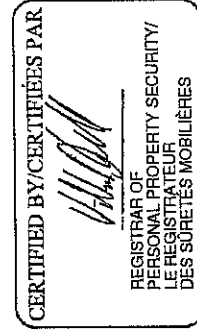
RUN NUMBER : 137
 RUN DATE : 2016/05/16
 ID : 20160516113223.97

TYPE OF SEARCH : BUSINESS DEPTOR
 SEARCH CONDUCTED ON : NEWSTART FINANCIAL INC.
 FILE CURRENCY : 15MAY 2016

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
699092388	20140820	1438	1108 4269
699092712	20140820	1453	1108 4271
698843538	20140812	1421	1108 4259
698844141	20140812	1455	1108 4260
698798169	20140811	1303	1108 4257
698766984	20140808	1537	1108 4253
698767668	20140808	1607	1108 4254
698767686	20140808	1609	1108 4255
698768127	20140808	1626	1108 4256
698343309	20140725	1122	1108 4237
698359014	20140725	1510	1108 4238
698026824	20140715	1534	1108 4222
697521024	20140627	1435	1108 4214
697178358	20140617	1128	1108 4196
696404169	20140523	1402	1108 4175
658378854	20091223	1320	1793 0752
	20160422	1544	1108 4702
	20140716	1155	1108 4223
	20160401	1133	1108 4652

61 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



This is Exhibit "G" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this 19TH
day of **MAY**, 2016



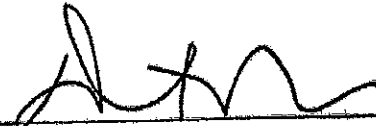
A COMMISSIONER FOR TAKING AFFIDAVITS

District of: Ontario
 Division No. 09 - Toronto
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 Newstart Financial Inc.
 of the city of Pickering, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
1455740 Ontario Limited	1189 Queen Victoria Ave. Mississauga ON L5H 3H2	24259	100,000.00
7727640 Canada Inc.	375 Dyson Road Pickering ON L1W 2N2	95-378	98,101.03
7727640 Canada Inc.	375 Dyson Road Pickering ON L1W 2N2	95-413	98,329.15
Alex Valova	603 1/2 Parliament St., Ste. 302 Toronto ON M4X 1P9	51-348 & 51-367	275,000.00
All Credit Auto Ltd.			25,300.00
Andrew Reynolds	709 Merlin Court Manotick ON K4M 0A1	88-381	7,320.63
Argenco Inc.	35 Hills Road Ajax ON L1S 2W2	8-393	100,000.00
Caroline Taylor	1189 Queen Victoria Avenue Mississauga ON L5H 3H2	48-235	90,000.00
Cathy & Roy Jeffery	56 McLean's Mountain, RR#1 Box 60 Little Current ON P0P 1K0	21-372	30,000.00
Cathy & Roy Jeffery	56 McLean's Mountain, RR#1 Box 60 Little Current ON P0P 1K0	21-396	34,000.00
Cecil Li	735-215 86 Ave. SE Calgary AB T2H 2K5	23-366	200,000.00
Cecil Li	735-215 86 Ave. SE Calgary AB T2H 2K5	23-389	100,000.00



Newstart Financial Inc.
 Insolvent Person

District of: Ontario
 Division No. 09 - Toronto
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 Newstart Financial Inc.
 of the city of Pickering, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Cecil Li	735-215 86 Ave. SE Calgary AB T2H 2K5	23-391	100,000.00
Cecil Li	735-215 86 Ave. S.E Calgary AB T2H 2K5	23-402	122,358.04
Cecil Li	735-215 86 Ave. SE Calgary AB T2H 2K5	23-403	100,000.00
Coyote Graphics Inc.	19 Chestnut Avenue Brampton ON L6X 2A6	89-387	20,000.00
CRA - Canada Revenue Agency - Tax - Ontario c/o London Taxes Services Office Division Regional Intake Centre for Insolvency	PO Box 5548 3 - 451 Talbot St London ON N6A 4R3	849968151RT0001	7,560.00
CVC Ardellini Investments Inc.	#8 - 1815 Ironstone Manor Pickering ON L1W 3W9	promissory note	516,500.00
Dealertrack Canada Inc.			10,050.00
Devry Smith Frank LLP James Satin	100 - 95 Barber Greene Road North York ON M3C 3E9		7,350.00
Donna Wheeler	56 Montgomery Blvd. Kingston ON K7M 3N6	101-361	50,000.00
Donna Wheeler	56 Montgomery Blvd. Kingston ON K7M 3N6	101-364	24,999.99
Durham Auto Group Ltd.	548 Simcoe Street South Oshawa ON L1H 0A6		157,120.00



Newstart Financial Inc.
 Insolvent Person

District of: Ontario
 Division No. 09 - Toronto
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 Newstart Financial Inc.
 of the city of Pickering, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Edward Madden	466 Oakwood Drive Pickering ON L1W 2M7	94-411	100,000.00
Frank & Ausenda Afonso	1777 Willow Way Mississauga ON L5M 4X4	51-348	100,000.00
Frank & Maria Damico	33 Patna Crescent Maple ON L6A 1N6	45-350	10,000.00
Frank & Maria Damico	33 Patna Crescent Maple ON L6A 1N6	45-351	11,000.00
Frank Afonso	1777 Willow Way Mississauga ON L5M 4X4	51-367	120,000.00
Grant Thornton			2,800.00
Guy Whitehead	50 Upton Crescent Markham ON L3R 3T4	71-355	17,135.10
Guy Whitehead	50 Upton Crescent Markham ON L3R 3T4	71-382	57,117.70
Guy Whitehead	50 Upton Crescent Markham ON L3R 3T4	71-399	77,192.33
Harvey & Lorraine Witty	14966 Duffy's Lane Caledon ON L7E 3B8	44-345	30,050.00
Iris_Ernst Bieri	1420 Joannis Road Clarence Creek ON K0A 1N0	36-385	100,000.00
Iris_Ernst Bieri	1420 Joannis Road Clarence Creek ON K0A 1N0	36-386	80,000.00


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List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
James (Jim) Seeley	987 Auden Park Drive Kingston ON K7M 7T9	65-362	100,000.00
James (Jim) Seeley	987 Auden Park Drive Kingston ON K7M 7T9	65-366	50,000.00
Jasmine Meng	92 Treasure Road Maple ON L6A 2Z9	111-408	8,415.12
Jean Louis Gagnon	1483 Route 133 Grand Barachois NB E4P 8C9	16-300	5,000.00
John Sweet & Jacqueline Gauthier	280 Sutherland Drive Toronto ON M4G 1J3	47-344	50,000.00
Jurgen Mack	1171 Gerrard Street East Toronto ON M4L 1Y3	32-339	50,000.00
Jurgen Mack	1171 Gerrard Street East Toronto ON M4L 1Y3	32-357	180,000.00
Jurgen Mack	1171 Gerrard Street East Toronto ON M4L 1Y3	32-369	70,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-334	25,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-335	55,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-340	80,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-346	100,000.00


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 Newstart Financial Inc.
 of the city of Pickering, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-354	60,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-359	100,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-370	70,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-371	250,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-377	70,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-383	110,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-392	10,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-397	10,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-398	60,000.00
Larmar Holdings Inc.	1730 McPherson Crt., Unit 14 Pickering ON L1W 3E6	3-404	50,000.00
Lucy Wieland	#811 - 1950 Kennedy Road Toronto ON M1P 4S9	9-407	20,000.00
Lucy Wieland	#811 - 1950 Kennedy Road Toronto ON M1P 4S9	9-410	10,000.00


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List of Creditors with claims of \$250 or more.

Creditor	Address	Account#	Claim Amount
Lucy Wieland	#811 - 1950 Kennedy Road Toronto ON M1P 4S9	9-412	20,000.00
Michael & Marsha Bukata	14 Doon Drive, Unit 10 London ON N5X 3P2	58-342	10,000.00
Modern Para Aluminum Sales Inc.	#419 - 4005 Bayview Ave Toronto ON M2M3Z9	59-362	50,000.00
Modern Para Aluminum Sales Inc.	#419- 4005 Bayview Ave Toronto ON M2M3Z9	59-384	50,000.00
Modern Para Aluminum Sales Inc.	#419 - 4005 Bayview Ave Toronto ON M2M3Z9	59-388	100,000.00
Micenes Salib	606 Amberwood Crescent Pickering ON L1V 3T9		6,910.00
Nelson Christo	1265 Abbey Road Pickering ON L1X 1W4	62-394	25,000.00
Newstart Acceptance Inc.	963 Brock Road, Units 10-11 Pickering ON L1W 3A4		385,900.00
Newstart Capital Inc.	963 Brock Road, Units 10-11 Pickering ON L1W 3A4	70-152	58,599.91
Newstart Capital Inc.	963 Brock Road, Units 10-11 Pickering ON L1W3A4	70-181	130,800.00
Newstart Capital Inc.	963 Brock Road, Units 10-11 Pickering ON L1W 3A4	70-312	105,200.00
Newstart Capital Inc.	963 Brock Road, Units 10-11 Pickering ON L1W 3A4	70-414	23,000.00


 Newstart Financial Inc.
 Insolvent Person

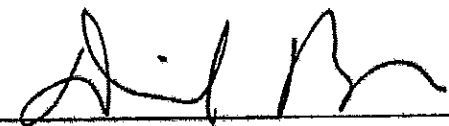
District of: Ontario
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Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 Newstart Financial Inc.
 of the city of Pickering, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Newstart Inc.	380 Dyson Road Pickering ON L1W 2M9	General Security Agreement	615,003.75
Peter J. Larcombe	75 Ardill Crescent Aurora ON L4G 5S5	22-360	60,000.00
Petro Canada			800.00
Phillippe & Jean-Louis Gagnon	1483 Route 133 Grand Barachois NB E4P 8C9	15-286	30,000.00
Phillippe & Jean-Louis Gagnon	1483 Route 133 Grand Barachois NB E4P 8C9	15-287	100,000.00
Phillippe & Jean-Louis Gagnon	1483 Route 133 Grand Barachois NB E4P 8C9	15-296	10,000.00
Phillippe & Jean-Louis Gagnon	1483 Route 133 Grand Barachois NB E4P 8C9	15-302	20,000.00
Phillippe & Jean-Louis Gagnon	1483 Route 133 Grand Barachois NB E4P 8C9	15-304	25,000.00
Phillippe Gagnon	1483 Route 133 Grand Barachois NB E4P 8C9	15-310	10,000.00
Phillippe Gagnon	1483 Route 133 Grand Barachois, NB E4P 8C9 Grand Barachois NB E4P 8C9	19-288	10,000.00
Phillippe Gagnon	1483 Route 133 Grand Barachois NB E4P 8C9	19-303	5,000.00
Pitney Works			660.00



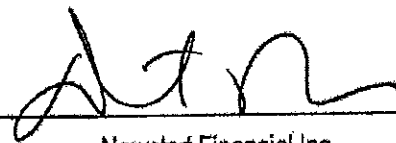
Newstart Financial Inc.
 Insolvent Person

District of: Ontario
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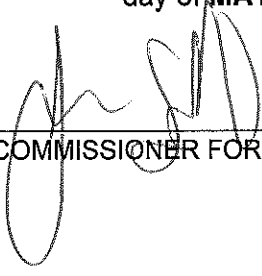
In the matter of the proposal of
 Newstart Financial Inc.
 of the city of Pickering, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Robert Fraser	24 Garden Avenue Brampton ON L6X 1M5	79-376	60,000.00
Robert Shoflander	379 Dyson Road Pickering ON L1W 2N2	1-248	33,600.00
Robin Korman	49 Spring Gate Blvd. Thornhill ON L4J 3C9	35-373	40,000.00
Robin Korman	49 Spring Gate Blvd. Thornhill ON L4J 3C9	35-380	105,000.00
Robin Korman	49 Spring Gate Blvd. Thornhill ON L4J 3C9	35-395	10,000.00
Robin Korman	49 Spring Gate Blvd. Thornhill ON L4J 3C9	35-406	12,000.00
Timothy Pompeo	23A Oak Street North York ON M9N 0A4	73-405	20,000.00
Total			6,693,172.75



Newstart Financial Inc.
 Insolvent Person

This is Exhibit "H" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this 19TH
day of **MAY**, 2016



A COMMISSIONER FOR TAKING AFFIDAVITS

PROMISSORY NOTE
 BETWEEN
NEWSTART FINANCIAL INC. (NFI)
 AND
AUSTIN J. MACK (1980) INC. (AJM)

Amount: \$600,000.00

Maturity Date: September 5th, 2015

FOR VALUE RECEIVED, the undersigned Newstart Financial Inc. promises to pay Austin J. Mack (1980) Inc. the principal sum of Six Hundred Thousand Dollars (\$600,000.00) with further advances from time to time upon mutual consent. The said principal without interest is payable upon demand.

The undersigned hereby waives presentment, demand, notice, protest, notice of protest, and notice of dishonour and all other demands and notices in connection with the delivery, acceptance, performance, default of enforcement of this Promissory Note and hereby agrees to pay all costs and expenses (including all legal costs on a substantial indemnity basis) paid or incurred by the Payee acting reasonably in collecting the same after the same shall become due and payable.

Newstart Financial Inc. agrees to grant a General Security Agreement in favour of Austin J. Mack (1980) Inc. to secure the above encumbrance.

MADE EFFECTIVE at Pickering, in the province of Ontario, the 5th day of September, 2007.

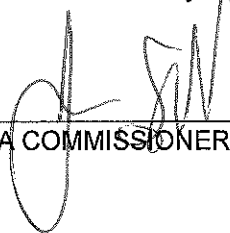


 AUSTIN J. MACK (1980) INC.



 NEWSTART FINANCIAL INC.

This is Exhibit "I" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this **19TH**
day of **MAY, 2016**



A COMMISSIONER FOR TAKING AFFIDAVITS

TO: Austin J. Mack (1980) Inc. (the "Secured Party")
 FROM: Newstart Financial Inc. (the "Debtor")

GENERAL SECURITY AGREEMENT

Obligations Secured

1. In consideration of Austin J. Mack (1980) Inc. dealing with or extending credit for the benefit of the Debtor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor hereby enters into this agreement with Austin J. Mack (1980) Inc. as security for the payment and performance of the Obligations (as hereinafter defined).

Definitions and Interpretation

2. In this agreement, the following words shall, unless otherwise provided, have the meanings set out below:

"**Accessions**" means Goods that are installed in or affixed to other Goods;

"**Account**" means any monetary obligations not evidenced by Chattel Paper, an Instrument or a Security, whether or not it has been earned by performance;

"**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

"**Chattel Paper**" means one or more than one writing that evidences both a monetary obligation and a security interest in or a lease of specific Goods;

"**Collateral**" means all Goods, Intangibles, Chattel Paper, Documents of Title, Instruments, Money and Securities of the Debtor and all other property, assets and undertaking of the Debtor charged pursuant to Section 9 of this agreement;

"**Document of Title**" means any writing that purports to be issued by or addressed to a bailee and purports to cover such Goods in the bailee's possession as are identified or fungible portions of an identified mass, and that in the ordinary course of business is treated as establishing that the Person in possession of it is entitled to receive, hold and dispose of the document and the Goods it covers;

"**Goods**" means tangible personal property other than Chattel Paper, Documents of Title, Instruments, Money and Securities;

"**Instruments**" means,

- (a) a bill, note or cheque within the meaning of the *Bills of Exchange Act* (Canada) or any other writing that evidences a right to the payment of Money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment, or
- (b) a letter of credit and an advice of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder,

but does not include a writing that constitutes part of Chattel Paper, a Document of Title or a Security;

"Intangible" means all personal property, including choses in action, that is not Goods, Chattel Paper, Documents of Title, Instruments, Money or Securities;

"Inventory" means Goods that are held by a Person for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process or materials used or consumed in a business or profession;

"Money" means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada or by a foreign government as part of its currency;

"Obligations" means all present and future indebtedness, liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to Nelson Investment Group Ltd. arising under or pursuant to the Note;

"Permitted Encumbrances" means any and all liens, charges, mortgages, security interests and other encumbrances which charge all or any portion of the Collateral and which have been consented to in writing by Newstart Financial Inc.;

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity;

"PPSA" means the *Personal Property Security Act* (Ontario), as amended from time to time and any legislation substituted therefor and any amendments thereto;

"Proceeds" means identifiable or traceable personal or real property in any form derived directly or indirectly from any dealing with property or the proceeds therefrom and includes any payment representing indemnity or compensation for loss of or damage to property or proceeds therefrom;

"Receiver" means any one of a receiver, manager, receiver-manager and receiver and manager; and

"Security" means a document that is,

- (a) issued in bearer, order or registered form,

- (b) of a type commonly dealt in upon securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment,
- (c) one of a class or series or by its terms is divisible into a class or series of documents, and
- (d) evidence of a share, participation or other interest in property or in an enterprise or is evidence of an obligation of the issuer,

and includes an uncertificated security within the meaning of Part VI (Investment Securities) of the *Business Corporations Act* (Ontario).

3. The headings in this agreement are included for convenience of reference only, and shall not constitute a part of this agreement for any other purpose.
4. In construing this agreement, terms herein shall have the same meaning as defined in the PPSA, unless the context otherwise requires. The word "**Debtor**", the personal pronoun "**it**" or "**its**" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "**successors**" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation.
5. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
6. In the event that any day, on or before which any action is required to be taken hereunder, is not a Business Day, then such action shall be required to be taken on or before the specified time on the first Business Day thereafter.
7. Austin J. Mack (1980) Inc. may in writing (and not otherwise) waive any breach by the Debtor of any of the provisions contained in this agreement or any default by the Debtor in the observance or performance of any provision of this agreement; provided always that no waiver by Austin J. Mack (1980) Inc. shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default, whether of the same or a different nature, or the rights resulting therefrom.
8. This agreement shall be construed in accordance with and be governed by the laws of the Province of Ontario. For the purpose of legal proceedings, this agreement shall be deemed to have been made in the said Province and to be performed therein and the courts of that Province shall have jurisdiction over all disputes which may arise under this agreement. The Debtor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent Austin J. Mack (1980) Inc. from proceeding at its election against the Debtor in the courts of any other province, country or jurisdiction.

Grant of Security

9. The Debtor hereby mortgages, charges, hypothecates and assigns to and in favour of Austin J. Mack (1980) Inc., and grants to Austin J. Mack (1980) Inc. a security interest in:
- (a) all (i) Goods (including, without limiting the generality of the foregoing all Inventory and all equipment, plant, machinery, tools and furniture and all parts, accessories, attachments, additions and Accessions thereto as any of the same may be specifically listed or otherwise described in Schedule "A" annexed to this agreement) whether or not such Goods are now or hereafter become fixtures, (ii) Accounts, (iii) Chattel Paper, (iv) Documents of Title (whether negotiable or not), (v) Instruments, (vi) Intangibles, (vii) Money and (viii) Securities of the Debtor and all of the property, assets and undertaking of the Debtor generally, both real and personal, movable and immovable, tangible and intangible, of whatever nature and kind and wherever situate, now owned or hereafter acquired by the Debtor or in respect of which the Debtor now or hereafter has any right, title or interest, including the goodwill of the Debtor and including, without limitation, all contracts, licences, computer software, warranty rights, ownership certificates, manuals, publications, books, statements of account, bills, invoices, letters and other documents or records in any form evidencing or relating to any of the foregoing property;
 - (b) all renewals of, accretions to and substitutions for any of the Collateral described in Section 9(a) above; and
 - (c) all Proceeds in any form now or hereafter derived from any sale, lease or other disposition of any of the Collateral described in Sections 9(a) and (b) above.

Limited Exceptions to Grant of Security

10. The last day of any term reserved by any lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, and whether falling within the general or particular description of the Collateral, is hereby and shall be excepted out of the mortgages, charges and security interests hereby or by any other instrument created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term shall direct.
11. The mortgages, charges and security interests hereby created and granted do not and shall not extend to, and the Collateral shall not include, any contract, agreement, right, franchise, licence, lease or permit (each, a "contractual right") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation and granting of the mortgages, charges and security interests herein would constitute a breach of the terms of or permit any Person to terminate one or more contractual rights, but the Debtor covenants and agrees to hold its interest therein for Austin J. Mack (1980) Inc. and shall specifically assign such contractual rights to Austin J. Mack (1980) Inc. forthwith upon obtaining the consent of the other party thereto. The Debtor agrees that it shall, upon the request of Austin J. Mack (1980) Inc. and whether before or after a default by the Debtor has occurred and the security herein has become enforceable, use all commercially

reasonable efforts to obtain any consent required to permit any material contractual rights to be subjected to the mortgages, charges and security interests hereby created and granted.

Agreements of the Debtor

12. The Debtor and Austin J. Mack (1980) Inc. agree that they have not agreed to postpone the time for attachment of the security interests granted hereby with respect to the Debtor's presently existing Collateral, that such security interests shall attach to the Collateral acquired after the date hereof as soon as the Debtor has rights in such Collateral and that value has been given.

13. The Debtor agrees with Austin J. Mack (1980) Inc. that, until the Obligations have been satisfied or paid in full:
 - (a) it will:
 - (i) hold the proceeds received from any direct or indirect dealing with the Collateral for Austin J. Mack (1980) Inc. after either the security interests granted in this agreement become enforceable or any of the Collateral is sold other than inventory in the ordinary course of business of the Debtor and for the purpose of carrying on such business;

 - (ii) insure and keep insured all of the Collateral against loss or damage by fire and other insurable hazards for which such Collateral is commonly insured against in the Province of Ontario to the full insurable value thereof and, in addition, obtain and maintain such other insurance as Austin J. Mack (1980) Inc. may require including, without limitation, business interruption insurance and environmental liability insurance; the Debtor shall pay when due all premiums and other amounts payable for maintaining such insurance; the Debtor shall cause the insurance proceeds thereunder to be payable in case of loss to Austin J. Mack (1980) Inc. as mortgagee and loss payee and shall, if required, give to Austin J. Mack (1980) Inc. evidence of the payment of premiums and the assignment of such insurance to Austin J. Mack (1980) Inc.; should the Debtor fail to pay any premiums when due, then Austin J. Mack (1980) Inc. may do so and the cost of such premiums shall be added to the Obligations and shall be secured by the security interests granted herein; the policy or policies of insurance required by this paragraph shall show Austin J. Mack (1980) Inc. as mortgagee and loss payee and shall contain a standard mortgage clause in form satisfactory to Austin J. Mack (1980) Inc.; all such policies of insurance shall neither permit nor provide for any amount of co-insurance by the Debtor;

 - (iii) strictly comply with every covenant and undertaking heretofore or hereafter given by it to Austin J. Mack (1980) Inc., whether contained herein or not;

 - (iv) permit Austin J. Mack (1980) Inc. at any time and from time to time, after the security granted pursuant to this agreement shall have become

enforceable, to require any account debtor of the Debtor to make payment to Austin J. Mack (1980) Inc. of any or all amounts owing by the account debtor to the Debtor and Austin J. Mack (1980) Inc. may take control of any proceeds referred to in Section 9(c) hereof and may hold all amounts received from any account debtor and any proceeds as cash collateral as part of the Collateral and as security for the Obligations; or

- (v) pay all costs and expenses (including legal fees on a solicitor and his own client basis) of Austin J. Mack (1980) Inc., upon default by the Debtor, in taking, holding, moving, storing, recovering, possessing, repairing, processing, preparing for disposition or disposing of the Collateral and in any other proceedings taken for the purpose of enforcing the remedies provided herein, or otherwise in relation to the Collateral, or by reason of non-payment or non-performance of the Obligations hereby secured and all such costs and expenses shall bear interest at the highest rate per annum applicable to any portion of the Obligations, and shall be secured hereby and shall be payable with such interest on demand; and
- (b) it will not, without the prior written consent of Austin J. Mack (1980) Inc.:
- (i) other than in the ordinary course of business and for the purpose of carrying on such business, sell, transfer, assign, or otherwise dispose of any of the Collateral or any group of property and assets forming part of the Collateral;
 - (ii) merge or amalgamate with any other corporation;
 - (iii) change the location of its chief executive office, place of business or principal place of residence without providing Austin J. Mack (1980) Inc. with fifteen (15) days' prior written notice; or

14. The Debtor hereby agrees that it will at all times, both before and after default, do or cause to be done such additional things and execute and deliver or cause to be executed and delivered all such further acts and documents as Austin J. Mack (1980) Inc. may reasonably require for the better mortgaging, charging, transferring, assigning, confirming, granting and perfecting of security interests in the present or after-acquired Collateral to Austin J. Mack (1980) INC.

Default

15. Without prejudice to any right which Austin J. Mack (1980) Inc. may now or hereafter have to demand payment of the Obligations at any time in accordance with the provisions of the Note, the Obligations shall, at the option of Austin J. Mack (1980) Inc., become payable and the security granted pursuant to this agreement shall become enforceable in each and every of the events following:

- (a) if the Debtor makes default in the observance or performance of any written agreement or undertaking heretofore or hereafter given by the Debtor to Austin J. Mack (1980) Inc., whether contained herein or not;
- (b) if the Debtor makes default in payment of any of the Obligations of the Debtor to Austin J. Mack (1980) Inc. when due;
- (c) if an order is made or a resolution passed for the winding-up of the Debtor, or if a petition is filed for the winding-up of the Debtor;
- (d) if the Debtor ceases or threatens to cease to carry on business or if the Debtor commits or threatens to commit any act of bankruptcy or if the Debtor becomes insolvent or files a notice of intention to file a proposal or makes an assignment or proposal in bankruptcy or makes a bulk sale of its assets or if a bankruptcy petition is filed or presented against the Debtor;
- (e) if the Debtor takes any action in respect of a winding-up or liquidation of the Debtor or if the Debtor institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or files an application petition or consent seeking re-organization or takes or commences any other steps or proceedings under any one or more of the *Winding-up and Restructuring Act (Canada)*, the *Companies' Creditors Arrangement Act (Canada)*, the *Bankruptcy and Insolvency Act (Canada)* (the "BIA") (including without limitation the serving of a notice of intention to make a proposal under the BIA) or any other bankruptcy, insolvency or analogous law or consents to the filing of a petition against it under any law which involves any compromise of any creditor's rights against the Debtor;
- (f) if an execution or any other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;
- (g) if the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the Collateral in priority to the charge created by this agreement to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same; or
- (h) if any representation or warranty made by the Debtor or any of its officers, employees or agents to Austin J. Mack (1980) Inc. shall be false or inaccurate in any material respect.

Remedies of Austin J. Mack (1980) Inc.

16. Whenever the security granted pursuant to this agreement shall have become enforceable, and so long as it shall remain enforceable, Austin J. Mack (1980) Inc. may proceed to realize such security and to enforce its rights by:

- (a) entry;
- (b) the appointment by instrument in writing of a Receiver or Receivers of the Collateral or any part thereof (which Receiver or Receivers may be any person or persons, whether an officer or officers or employee or employees of Austin J. Mack (1980) Inc. or not and Austin J. Mack (1980) Inc. may remove any Receiver or Receivers so appointed and appoint another or others in his or their stead);
- (c) proceedings in any court of competent jurisdiction for the appointment of Austin J. Mack (1980) Inc. a Receiver or Receivers or for sale of the Collateral or any part thereof; or
- (d) any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity.

In addition, Austin J. Mack (1980) Inc. may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor.

Any Receiver appointed by Austin J. Mack (1980) Inc. shall be deemed to be agent of the Debtor unless Austin J. Mack (1980) Inc. expressly specifies in writing that the Receiver shall be agent of Austin J. Mack (1980) Inc.

Any Receiver or Receivers so appointed shall have power to:

- (i) take possession of and to use the Collateral or any part thereof;
- (ii) carry on the business of the Debtor (including, but not limited to, the taking or defending of any actions or legal proceedings, and the doing or refraining from doing all other things as to the Receiver may seem necessary or desirable in connection with the business, operations and affairs of the Debtor);
- (iii) borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor;
- (iv) further charge the Collateral in priority to the security interests of this agreement as security for money so borrowed; or
- (v) sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the Receiver shall determine.

Austin J. Mack (1980) Inc. shall not be responsible for any actions or errors of omission by the Receiver or Receivers in exercising any such powers. Any Receiver appointed shall act as agent of Austin J. Mack (1980) Inc. for the purpose of taking

possession of the Collateral, and as agent of such Debtor for all other purposes, including, without limiting the generality of the foregoing, the occupation of the premises of such Debtor and the carrying on of such Debtor's business. For the purposes of realizing on any security granted by any Debtor over any of the Collateral, the Receiver shall be deemed to be the agent of such Debtor or as the agent of Austin J. Mack (1980) Inc., as Austin J. Mack (1980) Inc. may determine in its sole discretion. The Debtor agrees to ratify and confirm all actions of the Receiver acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.

In addition, Austin J. Mack (1980) Inc. may enter upon, use, occupy and possess the Collateral or any part thereof, free from all encumbrances, liens and charges, except for Permitted Encumbrances, without hindrance, interruption or denial of the same by the Debtor or by any other person or persons save only a landlord pursuant to its rights of reversion under any lease of real property on expiry of its term, and may lease or sell the whole or any part or parts of the Collateral. Any sale hereunder may be made by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality (except as required by law), all of which are hereby waived by the Debtor. Such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to Austin J. Mack (1980) Inc. in its sole discretion may seem advantageous. Such sale may take place whether or not Austin J. Mack (1980) Inc. has taken possession of the Collateral.

The Debtor agrees to pay to Austin J. Mack (1980) Inc. forthwith on demand all expenses incurred by Austin J. Mack (1980) Inc. in the preparation, perfection, administration and enforcement of this agreement (including, without limitation, expenses incurred in considering and protecting or improving Austin J. Mack (1980) Inc. position, or attempting to do so, whether before or after default), all amounts borrowed by the Receiver from Austin J. Mack (1980) Inc. as hereinbefore provided and all costs, charges, expenses and fees (including, without limiting the generality of the foregoing, the fees and expenses of any Receiver and legal fees on a solicitor and client basis) of or incurred by Austin J. Mack (1980) Inc. and by any Receiver or Receivers or agent or agents appointed by Austin J. Mack (1980) Inc. in connection with the recovery or enforcing of payment of any moneys owing hereunder, whether by realization, by taking possession or otherwise. All such sums, together with interest thereon at the rate applicable to the Obligations, shall form part of the Obligations and shall be secured by the security interests granted herein.

No remedy for the realization of the security interests granted herein or for the enforcement of the rights of Austin J. Mack (1980) Inc. shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination.

17. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this agreement) may be applied to such part or parts of the Obligations as Austin J. Mack (1980) Inc. may see fit, and Austin J. Mack (1980) Inc. shall at all times and from time to time have the right to change any appropriation as the Austin J. Mack (1980) Inc. may see fit.

Rights of Austin J. Mack (1980) Inc.

18. Austin J. Mack (1980) Inc. may pay and satisfy the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any of the Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Obligations and shall be secured by the security interests granted herein. In the event of Austin J. Mack (1980) Inc. satisfying any such lien, charge or encumbrance, it shall be entitled to all the equities and securities of the person or persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.
19. The Debtor grants to Austin J. Mack (1980) Inc. the right to set off against the Obligations (or any portion thereof), the amount of any and all accounts, credits or balances maintained by the Debtor with Austin J. Mack (1980) Inc.
20. Austin J. Mack (1980) Inc., without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Debtor and all other persons and securities as Austin J. Mack (1980) Inc. may see fit.
21. Nothing herein shall obligate Austin J. Mack (1980) Inc. to extend or amend any credit to the Debtor or to any other Person.
22. Austin J. Mack (1980) Inc. may assign, transfer and deliver to any transferee any of the Obligations or any security or any documents or instruments held by Austin J. Mack (1980) Inc. in respect thereof. The Debtor shall not assign any of its rights or obligations hereunder without the prior written consent of Austin J. Mack (1980) Inc.

Miscellaneous

23. Upon payment by the Debtor, its successors or permitted assigns, and the fulfillment of all the Obligations and provided that Austin J. Mack (1980) Inc. is then under no obligation (conditional or otherwise) to make any further loan or extend any other type of credit to the Debtor or to any other Person the payment of which is secured, directly or indirectly, by this agreement, Austin J. Mack (1980) Inc. shall, upon request in writing by the Debtor, delivered to the Secured Party at Austin J. Mack (1980) Inc. address as set out in Section 26 hereof and at the Debtor's expense, discharge this agreement.
24. This agreement is in addition to and not in substitution for any other security now or hereafter held by Austin J. Mack (1980) Inc. and shall be general and continuing security notwithstanding that the Obligations shall be at any time or from time to time fully satisfied or paid.

25. This agreement and all its provisions shall enure to the benefit of Austin J. Mack (1980) Inc., its successors and assigns, and shall be binding on the Debtor, its successors and permitted assigns.

Notices

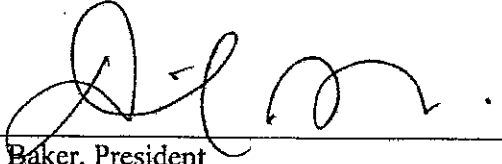
26. Any notice, demand or other communication permitted or required to be given hereunder must be given in writing and may be effectively given by delivering the same at the address(es) hereinafter set forth or by sending the same by telecopy to the parties at such addresses. Any notice, demand or other communication so given prior to 5:00 p.m. (Toronto time) on a Business Day by personal delivery or by telecopy shall be deemed to have been given, received and made on such Business Day and if so given after 5:00 p.m. (Toronto time) on a Business day or a day which is not a Business Day, such notice, demand or other communication shall be deemed to have been given, made and received on the next following Business Day. The addresses of the parties for the purposes hereof shall respectively be:

- (a) in the case of Austin J. Mack (1980) Inc., addressed as follows:
 380 Dyson Road
 Pickering, ON L1W 2M9
 Tel: 905-509-9828
- (b) in the case of the Debtor, addressed as follows:
 Newstart Financial Inc.
 6515 Kingston Rd
 Scarborough, ON M1C 1L5
 Tel: 416-286-7400


Either party may from time to time notify the other party hereto, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this agreement.

IN WITNESS WHEREOF this agreement has been executed by the Debtor as of September 5, 2007.

Company Name: **Newstart Financial Inc.**

By: 
 Dave Baker, President

This is Exhibit "J" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this **19TH**
day of **MAY, 2016**



A COMMISSIONER FOR TAKING AFFIDAVITS

ASSIGNMENT

This Agreement made as of the 27th day of April, 2016.

BETWEEN:

AUSTIN J. MACK (1980) INC.

(hereinafter called the "Assignor")

OF THE FIRST PART

- and -

NEWSTART INC.

(hereinafter called "Assignee")

OF THE SECOND PART

WHEREAS Newstart Financial Inc. (the "Company") is indebted to the Assignor in the amount of \$615,003.75 (the "Indebtedness") as at the date hereof;

AND WHEREAS the Assignor holds various security from the Company including, without limitation, the security more particularly described in Schedule "A" hereto as security for payment of the Indebtedness;

AND WHEREAS the Assignee has agreed to purchase the Indebtedness and the Security from the Assignor in consideration of payment to the Assignor of an amount equal to the Indebtedness;

AND WHEREAS the Assignee has agreed to execute a Promissory Note and a General Security Agreement in favour of the Assignor in consideration of the Assignee's purchase of the Indebtedness;

NOW THEREFORE, in consideration of the payment of the monies hereinbefore contemplated by the Assignee to the Assignor and other good and valuable consideration, the Assignor hereby sells, transfers and assigns unto the Assignee for his own use and benefit absolutely and forever and without recourse the Indebtedness and the Security.

The Assignor hereby represents and warrants that:

JB
DJB

- (a) the Indebtedness is outstanding and due and owing by the Company to the Assignor as at the date hereof; and
- (b) the Assignor has not knowingly released or discharged all or any portion of the Security, which warranty shall survive the closing hereof.

The Assignor makes no other and has not made any other representation or warranty of any kind whatsoever and, in particular, the Assignor does not warrant or represent:

- (i) that the Security has been appropriately drafted, authorized or executed, or that the necessary steps have been taken to register or perfect all or any portion of the Security; or
- (ii) that the right, title or interest of the Assignor under or by virtue of the Security or any part thereof is or will be enforceable now or in the future; or
- (iii) as to the existence, adequacy, value, marketability, quantum, location, condition, fitness, status of repair, or availability of any documents, chattels, receivables, property or collateral referred to or described in or in any way contemplated by all or part of the Security.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

AUSTIN J. MACK (1980) INC.

Per: 

Name: DAVID BARKER

Title: VICE PRESIDENT

NEWSTART INC.

Per: 

Name: DAVID BARKER

Title: PRESIDENT

SCHEDULE "A"

1. General Security Agreement executed and delivered by Newstart Financial Inc. as debtor in favour of Austin J. Mack (1980) Inc. as secured creditor, dated September 5, 2007.
2. Promissory Note executed and delivered by Newstart Financial Inc. in favour of Austin J. Mack (1980) Inc. dated September 5, 2007.

203
023

This is Exhibit "K" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this **19TH**
day of **MAY, 2016**



A COMMISSIONER FOR TAKING AFFIDAVITS



1220 Eglinton Avenue West
Toronto, Ontario M6C 2E3
Telephone (416) 789-0652
Facsimile (416) 789-9015

Allan L. Lipman, B.A., LL.B., LL.M.
Tel: (416) 789-0652 ext 304
alipman@lzwlaw.com

File No. 65192

April 27, 2016

PERSONAL & CONFIDENTIAL

DELIVERED

Newstart Financial Inc.
963 Brock Road, Units 10 & 11
Pickering, Ontario
L1W 3A4

Attention: Dave Baker, President

Dear Sirs:

Re: Newstart Financial Inc. ("NFI")
and Newstart Inc. ("Newstart")

Please be advised we are solicitors for Newstart. NFI is indebted to Newstart pursuant to a demand loan (the "Loan") provided by Newstart to Austin J. Mack (1980) Inc. ("AJM"). Pursuant to an Assignment Agreement dated April 27, 2016, AJM assigned the Loan and related security to Newstart. Details of the amount outstanding are as follows:

Loan:

Principal amount outstanding as of the close of business April 26, 2016:	<u>\$615,003.75</u>
---	---------------------

TOTAL:	<u>\$615,003.75</u>
---------------	----------------------------

As the Loan is payable on demand and you are in default of your covenants with AJM and with Newstart as Assignee thereof, as authorized agents of Newstart, we hereby demand repayment in full of the foregoing indebtedness totalling \$615,003.75 with respect to the said Loan, plus all legal fees and disbursements incurred by Newstart due to the said default, up to and including the

LIPMAN, ZENER & WAXMAN LLP
BARRISTERS AND SOLICITORS

2

date of payment. Please be advised if we are not in receipt of payment in full of the foregoing amount, including interest accrued up to and including the date of receipt of payment on or before the close of business Wednesday, May 11, 2016 (the "Demand Date") we have instructions from Newstart to commence whatever legal proceedings we deem necessary in order to recover the full amount of the indebtedness due and owing by NFI to Newstart and to enforce all security held by Newstart for the obligations of NFI to Newstart as contemplated in the enclosed notice of intention to enforce security.

Please be advised the time frame indicated in this demand is without prejudice to Newstart terminating its relationship with NFI if at any time between the date hereof and the Demand Date NFI commits an event of default pursuant to any agreement entered into by NFI with Newstart or NFI conducts itself in such a manner as to cause Newstart to feel insecure with respect to the security position held by Newstart for the indebtedness due and owing by NFI to Newstart.

If the foregoing amounts fluctuate for any reason whatsoever between the date hereof and the date of payment of the indebtedness of NFI to Newstart, please consider this demand effective with respect to whatever the balance of principal may be at any time between the date hereof and the Demand Date and if not paid on or before the Demand Date, be considered a demand for the balance due and owing as of the Demand Date.

Please find enclosed a notice of intention to enforce security being served upon you pursuant to the provisions of the *Bankruptcy and Insolvency Act*.

Kindly govern yourself accordingly.

Yours very truly,

LIPMAN, ZENER & WAXMAN LLP

Allan Lipman fEn JS-

Per: Allan L. Lipman
ALL/nm
Encl.

cc. Newstart Inc.

FORM 86

Notice of Intention to Enforce Security
(Subsection 244(1))

TO: NEWSTART FINANCIAL INC., an insolvent person

TAKE NOTICE THAT:

1. NEWSTART INC., a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All assets including personal property, accounts receivable, inventory, equipment, goodwill and intangibles of the insolvent person wherever located including the assets located at:

963 Brock Road, Units 10 & 11, Pickering, Ontario, L1W 3A4.

2. The security that is to be enforced is comprised of a General Security Agreement executed and delivered by Newstart Financial Inc. as debtor in favour of Austin J. Mack (1980) Inc. as secured creditor, dated September 5, 2007, which agreement was assigned to Newstart Inc. by an Assignment Agreement dated April 27, 2016.

3. The total amount of the indebtedness secured by the security is \$615,003.75 as of April 26, 2016, together with costs continuing to accrue.

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

DATED at Toronto this 27th day of April, 2016.

NEWSTART INC.
by its authorized agent herein
LIPMAN, ZENER & WAXMAN LLP

Per: Allan Lipman *AL JS*
Allan L. Lipman - Partner

This Notice is a required document under the *Bankruptcy & Insolvency Act* ("Act"). The use of the word "insolvent" is prescribed by the Act but nothing in it shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

2

THE UNDERSIGNED hereby acknowledges receipt of the foregoing notice and consents pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* to the immediate enforcement of the security with respect to the notice which was sent by NEWSTART INC. as a secured creditor of NEWSTART FINANCIAL INC.

DATED as of the day of April, 2016.

NEWSTART FINANCIAL INC.

Per: _____

Name: Dave Baker

Title: President

FORM 86

Notice of Intention to Enforce Security
(Subsection 244(1))

TO: NEWSTART FINANCIAL INC., an insolvent person

TAKE NOTICE THAT:

1. NEWSTART INC., a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All assets including personal property, accounts receivable, inventory, equipment, goodwill and intangibles of the insolvent person wherever located including the assets located at:

963 Brock Road, Units 10 & 11, Pickering, Ontario, L1W 3A4.

2. The security that is to be enforced is comprised of a General Security Agreement executed and delivered by Newstart Financial Inc. as debtor in favour of Austin J. Mack (1980) Inc. as secured creditor, dated September 5, 2007, which agreement was assigned to Newstart Inc. by an Assignment Agreement dated April 27, 2016.

3. The total amount of the indebtedness secured by the security is \$615,003.75 as of April 26, 2016, together with costs continuing to accrue.

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

DATED at Toronto this 27th day of April, 2016.

NEWSTART INC.
by its authorized agent herein
LIPMAN, ZENER & WAXMAN LLP

Per: Allan Lipman *AL JS*
Allan L. Lipman - Partner

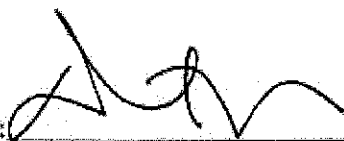
This Notice is a required document under the *Bankruptcy & Insolvency Act* ("Act"). The use of the word "insolvent" is prescribed by the Act but nothing in it shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

2

THE UNDERSIGNED hereby acknowledges receipt of the foregoing notice and consents pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* to the immediate enforcement of the security with respect to the notice which was sent by NEWSTART INC. as a secured creditor of NEWSTART FINANCIAL INC.

DATED as of the ~~21~~ day of April, 2016.

NEWSTART FINANCIAL INC.

Per: 

Name: Dave Baker

Title: President

This is Exhibit "L" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this **19TH**
day of **MAY, 2016**



A COMMISSIONER FOR TAKING AFFIDAVITS



[Main Menu](#) > [New Enquiry](#)

Business Debtor Enquiry

Web Page ID: **WNoMatch001**

File Currency: **27OCT 2015**

System Date: **28OCT2015**

Search Criteria: NEWSTART ACCEPTANCE INC.

No Match.

No registered financing statement or registered claim for lien was found for this enquiry.

New Enquiry

[ServiceOntario Privacy Statement](#) | [PPSR Telephone Service](#)

[CONTACT US](#) | [ACCESSIBILITY](#) | [PRIVACY](#) | [HELP](#)
[WOULD YOU LIKE TO RATE OUR SERVICE?](#)

© [QUEEN'S PRINTER FOR ONTARIO, 2008](#) | [IMPORTANT NOTICES](#)
[LAST MODIFIED: JULY 19, 2015](#)

This is Exhibit "M" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this **19TH**
day of **MAY, 2016**



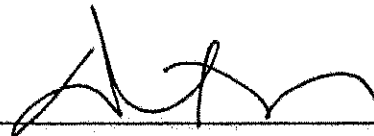
A COMMISSIONER FOR TAKING AFFIDAVITS

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)


In the matter of the proposal of
 Newstart Acceptance Inc.
 of the city of Pickering, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Gagnon & Gagnon Holdings Inc.	1483 Route 133 Grand Barachois NB E4P 8C9	36-10	150,000.00
Philippe & Jean-Louis Gagnon	1483 Route 133 Grand Barachois NB E4P 8C9	15-9	10,000.00
Total			160,000.00



Newstart Acceptance Inc.
 Insolvent Person

This is Exhibit "N" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this **19TH**
day of **MAY, 2016**



A COMMISSIONER FOR TAKING AFFIDAVITS

Blaney McMurtry

BARRISTERS & SOLICITORS LLP



EXPECT THE BEST

BY FACSIMILE TRANSMISSION TO: (905)-837-8634

AND BY EMAIL TO: dbaker@newstartcanada.ca

March 11, 2016

PRIVATE AND CONFIDENTIAL

Newstart Financial Inc.
963 Brock Road, Units 10-11
Pickering, Ontario
L1W 3A4

Attention: Mr. Dave Baker

Dear Sirs:

Re: Promissory Note dated December 21, 2011 in the amount of \$100,000 (the "Note") issued by Newstart Financial Inc. in favour of 1455740 Ontario Ltd. and Security Agreement dated December 21, 2011 granted by Newstart Financial Inc. in favour of 1455740 Ontario Ltd. (the "Security")

We are the solicitors for 1455740 Ontario Ltd.

We hereby notify you that you are in default under the Note for failure to pay the balance owing on the Maturity Date as stated therein and further, for failure to pay interest on the principal balance in accordance with the terms of the Note.

Accordingly, we hereby demand, on behalf of 1455740 Ontario Ltd., immediate payment from you in the principal amount of \$100,000 plus unpaid interest thereon in the amount of \$8,333.30 for a total of \$108,333.30. This amount includes accrued interest up to the date hereof and interest accrues thereafter at the rate in the Note from the date hereof to the date we receive payment in full.

Unless satisfactory arrangements are made for payment in full of your indebtedness to 1455740 Ontario Ltd. by March 21, 2016 at 5:00 pm, they will take immediate steps to enforce the Security, including without limitation, appointing a receiver of the collateral secured thereby or taking control of the proceeds of its collateral by contacting your account debtors directly.

Please govern yourselves accordingly.

Yours truly,

BLANEY MCMURTRY LLP

Diane P. L. Brooks

cc: Scott Taylor
1455740 Ontario Ltd.

2 Queen Street East
Suite 1500
Toronto, Canada M5C 3G5
416.593.1221 TEL
416.593.5437 FAX
www.blaney.com

Diane Brooks
416.593.3954
dbrooks@blaney.com

Blaney McMurtry

BARRISTERS & SOLICITORS LLP



EXPECT THE BEST

FAX COVER SHEET

Date March 11, 2016
Subject Promissory Note issued by Newstart Financing Inc. in favour of 1455740 Ontario Ltd. and Security Agreement granted by Newstart Financial Inc. in favour of 1455740 Ontario Ltd.

File No

Name	Firm/City	Fax No.	Telephone
Mr. Dave Baker	Newstart Financial Inc.	(905) 837-8634	(905) 837-9101

From DIANE BROOKS
Direct Line 416.593.3954
Fax Number 416.593.5437
Internet Address dbrooks@blaney.com
Number Of Pages 2, including this page.

If transmission is interrupted, please contact the Fax Room at 416.593.1221 ext. 2460.

Originals To Follow: NO

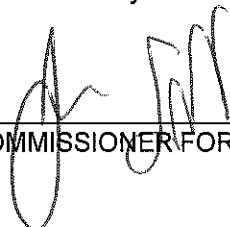
Comments:

This letter is also being sent to you via email dbaker@newstartcanada.ca

2 Queen Street East
Suite 1500
Toronto, Canada M5C 3G5
416.593.1221 TEL
416.593.5437 FAX
www.blaney.com

This communication is intended only for the party to whom it is addressed, and may contain information which is privileged or confidential. Any other delivery, distribution, copying or disclosure is strictly prohibited and is not a waiver of privilege or confidentiality. If you have received this telecommunication in error, please notify the sender immediately by telephone (by calling collect if necessary) so that arrangements can be made for its destruction or return.

This is Exhibit "O" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this **19TH**
day of **MAY, 2016**



A COMMISSIONER FOR TAKING AFFIDAVITS

**Blaney
McMurtry**
BARRISTERS & SOLICITORS LLP



EXPECT THE BEST

BY FACSIMILE TRANSMISSION TO: (905)-837-8634

AND BY EMAIL TO: dbaker@newstartcanada.ca

March 11, 2016

PRIVATE AND CONFIDENTIAL

Newstart Financial Inc.
963 Brock Road, Units 10-11
Pickering, Ontario
L1W 3A4

Attention: Mr. Dave Baker

Dear Sirs:

Re: Promissory Note dated August 24, 2011 in the amount of \$90,000 (the "Note") issued by Newstart Financial Inc. in favour of Caroline Taylor and Security Agreement dated August 24, 2011 granted by Newstart Financial Inc. in favour of Caroline Taylor (the "Security")

We are the solicitors for Caroline Taylor.

We hereby notify you that you are in default under the Note for failure to pay the balance owing on the Maturity Date as stated therein and further, for failure to pay interest on the principal balance in accordance with the terms of the Note.

Accordingly, we hereby demand, on behalf of Caroline Taylor, immediate payment from you in the principal amount of \$90,000 plus unpaid interest thereon in the amount of \$7,500 for a total of \$97,500. This amount includes accrued interest up to the date hereof and interest accrues thereafter at the rate in the Note from the date hereof to the date we receive payment in full.

Unless satisfactory arrangements are made for payment in full of your indebtedness to 1455740 Ontario Ltd. by March 21, 2016 at 5:00 pm, they will take immediate steps to enforce the Security, including without limitation, appointing a receiver of the collateral secured thereby or taking control of the proceeds of its collateral by contacting your account debtors directly.

Please govern yourselves accordingly.

Yours truly,

BLANEY MCMURTRY LLP

Diane P. L. Brooks

cc: Scott Taylor
Caroline Taylor

2 Queen Street East
Suite 1900
Toronto, Canada M5C 3G5
416.593.1221 TEL
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Diane Brooks
416.593.3954
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Blaney McMurtry

BARRISTERS & SOLICITORS LLP



EXPECT THE BEST

FAX COVER SHEET

Date March 11, 2016
Subject Promissory Note issued by Newstart Financing Inc. in favour of Caroline Taylor and Security Agreement granted by Newstart Financial Inc. in favour of Caroline Taylor

File No

Name	Firm/City	Fax No.	Telephone
Mr. Dave Baker	Newstart Financial Inc.	(905) 837-8634	(905) 837-9101

From DIANE BROOKS
Direct Line 416.593.3954
Fax Number 416.593.5437
Internet Address dbrooks@blaney.com
Number Of Pages 2, including this page.


If transmission is interrupted, please contact the Fax Room at 416.593.1221 ext. 2460.

Originals To Follow: NO

Comments:

This letter is also being sent to you via email dbaker@newstartcanada.ca

This is Exhibit "P" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this 19TH
day of **MAY**, 2016



A COMMISSIONER FOR TAKING AFFIDAVITS

Court File No.: CV-16-550755

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

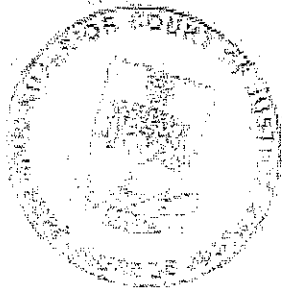
FRANK AFONSO and AUSENDA AFONSO

Plaintiffs

-and-

NEWSTART FINANCIAL INC.

Defendant



STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

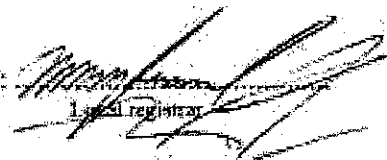
IF YOU PAY THE PLAINTIFFS' CLAIM, and \$950 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiffs' claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date:

April 12, 2016

Issued by:


Legal Registrar

Address of local court office:

393 University Avenue, 10th Floor
Toronto, ON M5G 1E6TO: Newstart Financial Inc.
963 Brock Road, Unit 10
Pickering, ON L1W 3B4

1. The Plaintiffs claim from the Defendant:
 - a. damages for breach of contract, conversion and unjust enrichment in the amount of \$220,000.00;
 - b. punitive damages in the amount of \$50,000.00;
 - c. prejudgment interest at a rate of 14% per annum in accordance with the loan agreements;
 - d. postjudgment interest together with all applicable taxes;
 - e. the costs of this action; and
 - f. such further and other relief as to this Honourable Court may seem just.

The Parties

2. The Plaintiffs are individuals residing in the Province of Ontario.
3. The Defendant is a corporation duly incorporated pursuant to the laws of the province of Ontario. The Defendant carries on a car financing business from its offices in the City of Pickering, in the Regional Municipality of Durham.
4. The Defendant promises safe, fixed investments, whereby the Defendant makes a profit.

The Loan Agreements

5. The Plaintiffs made an investment with the Defendant, by way of a loan. Namely, the Plaintiffs entered into a pair of subscription agreements for secured promissory note with the Defendant.
6. The first loan agreement was entered into on September 6, 2013, being account #15-348. The subscription price was \$100,000.00 on a two (2) year term at 14%.

simple interest per annum paid monthly. The first agreement was entered into for a term of two years and provided that the Defendant would return the full amount loaned on September 5, 2015.

7. The second loan agreement was entered into on December 13, 2013, being account #51-367. The subscription price was \$120,000.00 on a two (2) year term at 14% simple interest per annum paid monthly (together "the Loan Agreements").

Conversion and Breach of Contract by the Defendant

8. On or about June 9, 2015, in breach of the Loan Agreements, the Defendant began making monthly payments of 4% simple interest, rather than the 14%.
9. At the end of the terms, being September 6, 2015 and December 13, 2015, respectively, the Defendant failed to return the amounts loaned pursuant to the Loan Agreements which were owing to the Plaintiffs.
10. On January 11, 2016, the Plaintiffs made a demand for the return of their money which were already in arrears. In continuing breach of the Loan Agreements, the Defendant continued to refuse to repay the original investment to the Plaintiffs.
11. On February 19, 2016, the Plaintiffs received email correspondence from Dave Baker ("Mr. Baker"), officer and director of the Defendant. Mr. Baker advised the Plaintiffs that the Defendant would not return the Plaintiffs' funds.
12. On March 4, 2016, the Plaintiffs made a further demand for the return of their money, which continued to be in arrears. In continuing breach of the Loan Agreements, the Defendant again continued to refuse to repay the original investment to the Plaintiffs.

13. The Defendant's actions have prevented the Plaintiffs from investing their money into other opportunities.
14. The Plaintiffs state that the Defendant's actions constitute a breach of the Loan Agreements.
15. The Plaintiffs state that the actions of the Defendants constitutes unlawful conversion of property. The Defendant has wrongfully interfered with the property of the Plaintiffs, being the above-noted sum, by using or destroying this property in a manner inconsistent with the Plaintiffs' right of possession.
16. The Plaintiffs further state that there is an absence of a juristic reason for the enrichment of the Defendant at the direct expense of the Plaintiffs.

The Plaintiffs' Damages

17. Accordingly, the Defendant is liable to the Plaintiffs, for \$220,000.00 interest at 14% in accordance with the Loan Agreements.
18. The Defendant has acted in a high-handed, malicious and reprehensible manner, and in wanton and reckless disregard for the Plaintiffs' rights. Accordingly, the Plaintiffs are entitled to punitive damages.
19. The Plaintiffs propose that this action be tried in Toronto, Ontario.

April 12, 2016

ALEXANDRINA VALOVA
Barrister & Solicitor
603 1/2 Parliament St., Unit 302
Toronto, ON M4X 1P9

Tel: 416-924-0123
Fax: 416-934-0123

6

Lawyer for the Plaintiffs.
Frank Afonso and Ausenda
Afonso

Court File No.:

CV-16-550755

NEWSTART FINANCIAL INC.

and

FRANK AFONSO and AUSENDA AFONSO

Defendant

Plaintiffs

ONTARIO
SUPERIOR COURT OF JUSTICE

STATEMENT OF CLAIM

ALEXANDRINA VALOVA
Barrister & Solicitor
603 1/2 Parliament St, Suite 302
Toronto, ON M4X 1P9

Tel: 416-934-0123

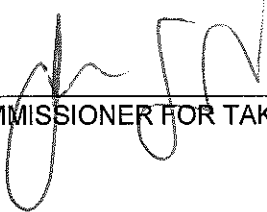
Fax: 416-924-0123

Esq. # 65251K

Lawyer for the Plaintiffs,

Frank Afonso and Ausenda Afonso

This is Exhibit "Q" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this **19TH**
day of **MAY**, 2016



A COMMISSIONER FOR TAKING AFFIDAVITS



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

Industrie Canada

Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 09 - Toronto
Court No. 31-2117956
Estate No. 31-2117956

In the Matter of the Notice of Intention to make a
proposal of:

Newstart Financial Inc.
Insolvent Person

DODICK LANDAU INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: May 02, 2016

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: May 02, 2016, 11:59

E-File/Dépôt Electronique

Official Receiver

25 St. Clair Avenue East, 6th floor, Toronto, Ontario, Canada, M4T1M2, (877)376-9902

Canada

This is Exhibit "R" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this **19TH**
day of **MAY, 2016**



A COMMISSIONER FOR TAKING AFFIDAVITS



Industry Canada

Industrie Canada

Office of the Superintendent
of Bankruptcy CanadaBureau du surintendant
des faillites Canada

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-2117950
 Estate No. 31-2117950

In the Matter of the Notice of Intention to make a
 proposal of:

Newstart Acceptance Inc.
 Insolvent Person

DODICK LANDAU INC.
 Licensed Insolvency Trustee

Date of the Notice of Intention: May 02, 2016

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: May 02, 2016, 12:02

E-File/Dépôt Electronique

Official Receiver

25 St. Clair Avenue East, 6th floor, Toronto, Ontario, Canada, M4T1M2, (877)376-9902

Canada

This is Exhibit "**S**" referred to in the
Affidavit of **DAVID BAKER**
sworn before me, this **19TH**
day of **MAY, 2016**



A COMMISSIONER FOR TAKING AFFIDAVITS

Newstart Financial Inc. and Newstart Acceptance Inc.
 Statements of Projected Cash Flow
 for the Period May 2, 2015 to July 29, 2015
 Prepared by management of Newstart Financial Inc. and Newstart Acceptance Inc.
 \$Cdn.

Weeks Ending	19-May-15	26-May-15	02-Jun-15	09-Jun-15	16-Jun-15	23-Jun-15	30-Jun-15	07-Jul-15	14-Jul-15	21-Jul-15	28-Jul-15
Notes											
Receipts											
Net Lease Receipts	27,066	28,450	29,141	29,488	29,973	30,371	30,784	31,118	31,471	31,841	32,228
Other Receipts	3,200	3,000	3,000	3,285	3,300	3,300	3,300	3,300	3,300	3,300	3,300
Total Receipts	30,266	31,450	32,141	32,773	33,273	34,071	34,084	34,418	34,771	35,141	35,528
Disbursements											
Warranty and WIP Program Cost	1,284	1,264	1,244	1,224	1,204	1,184	1,164	1,144	1,124	1,104	1,084
Representation Expenses	952	932	912	892	872	852	832	812	792	772	752
NET REMITTANCES	-	-	4,254	-	-	3,118	-	-	-	-	-
Portfolio Sampling Expense:											
Payroll	4,432	4,506	4,580	4,654	4,728	4,802	4,876	4,950	5,024	5,098	5,172
Premiums	-	13,606	130	5,538	34,900	34,900	34,900	34,900	34,900	34,900	34,900
Computer	1,700	130	300	100	1,600	80	70	80	1,700	100	100
Insurance	1,843	-	-	1,823	-	1,803	-	-	1,783	-	1,763
Office and other Expenses	889	845	829	813	797	781	765	749	733	717	701
Total Disbursements	6,702	17,280	4,519	13,292	14,547	14,547	14,547	14,547	14,547	14,547	14,547
Net Cash Flow from Operations	23,564	14,170	27,622	19,481	18,726	19,524	19,537	19,874	20,224	20,594	21,000
Professional Fees	7,150	7,850	7,230	7,750	7,250	7,810	7,310	7,870	7,370	7,930	7,430
Net Cash Flow	16,414	6,320	20,392	11,731	11,476	11,714	12,227	12,004	12,854	12,664	13,570
Cash position											
Opening cash position	4,392	20,232	21,532	22,832	24,132	25,432	26,732	28,032	29,332	30,632	31,932
Net cash flow	16,019	1,228	14,965	13,730	12,540	11,621	10,921	10,134	9,484	8,734	8,084
Closing cash position	20,411	21,460	36,497	36,562	48,672	37,053	37,653	48,166	58,616	69,366	40,016

This Statement of Projected Cash Flow of Newstart Financial Inc. and Newstart Acceptance Inc. is prepared in accordance with Section 52 of the Insolvency and Bankruptcy Act and should be read in conjunction with the Report by the Proposal Trustee on the Statement of Projected Cash Flow together with the other attached reports.

Dated this 10th day of May 2015

Newstart Financial Inc. and Newstart Acceptance Inc.

David Baker
 President & CEO

Deflick Landau Inc.
 The Trustee for the Proposal of Newstart Financial Inc. and
 Newstart Acceptance Inc.
 Per: [Signature]
 Brian Deflick, CMA, CMAA, CFP, ET



Newstart Financial Inc. and Newstart Acceptance Inc.
Notes to Cash Flow Statement
For the period of May 2, 2016 to July 29, 2016 (the "Period")
(Prepared by management of Newstart Financial Inc. and Newstart Acceptance Inc.)

- 1 Opening cash position represents the book balance at the close of business on April 29, 2016.
- 2 Net lease receipts are comprised of:
 - a. pre-authorized debits due from outstanding leases and loans. Includes accounts currently in good standing as well as delinquent accounts that have not been deemed uncollectable;
 - b. deductions for provision for pre-authorized debits that are returned by the bank for insufficient funds or any other reason. The provision is calculated based on 35% of the pre-authorized debits based on recent experience; and
 - c. payments received from customers by other payment methods - e.g. email transfer, wire transfer, certified cheque, bank draft.
- 3 Other receipts consist of:
 - a. proceeds of sale of repossessed vehicles sold on an "as is" basis unless small repairs will result in obvious increase in sales proceeds;
 - b. proceeds of sale of vehicles in inventory sold on an "as is" basis as at the date of filing the NOI;
 - c. proceeds of insurance relating to leases where the car has been in an accident and is written off by the insurer; and
 - d. receipts from Newstart Acceptance Inc. ("NAI") portfolio. NAI's portfolio consists of defaulted leases transferred to NAI by Newstart Financial Inc. ("NFI") as well as 2 small portfolios purchased by NAI.

The Cash Flow Statement excludes proceeds collected from early buy-outs of leases. From time to time, a customer will prepay the remainder of his/her lease and take ownership of the vehicle. The lease agreements permit a buy-out at the principal balance then owing under the lease.
- 4 Represents costs to fulfill obligations under Customer Warranty Program and VIP Program calculated as follows:
 - a. The average annual historical warranty cost per car is \$140. Warranty is limited to 12 month powertrain coverage and is subject to mileage maximums. We have assumed that warranty cost is equal on monthly basis and only includes expense for the remainder of the 12 month coverage period.
 - b. Cost per car per month for VIP Coverage averaged \$7/month and includes cost for CAA and complimentary oil changes. Covers entire term of the lease.
- 5 Includes the average \$400 cost/car to effect a repossession (based on historical average cost) plus cost of maintaining tow truck used for repossession.
- 6 Monthly HST remittance payable in last week of the month based on net amount owing from immediately preceding month.
- 7 Headcount was reduced by 50% by May 1, 2016. Remaining headcount required to service portfolio and assist with a sales process (to be approved by the Court) consists of four people.
- 8 The premises' space was reduced by 50% on May 1, 2016. NFI is charged 50% of the remaining rent and utilities beginning May 1, 2016.
- 9 Monthly software license and maintenance expense and IT support.
- 10 Monthly cost of all insurance coverages based on current coverages and premiums charged.
- 11 Office and other expenses are comprised of:
 - a. office expenses for supplies and sundry requirements;
 - b. bank charges for processing pre-authorized debits and costs of dishonoured payments. Historical avg monthly cost per contract is \$4.69; and
 - c. licensing charges on transfer of leased vehicles.
- 12 Professional Fees are the costs of legal counsels and the Proposal Trustee during the Period.
- 13 It is assumed that during the Period NFI will not underwrite new leases, will operate in run-off and will seek the Court's approval to carry-out a sales process.

Court File No. 31-2117950

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	FRIDAY, THE 27 th DAY OF
)	
JUSTICE)	MAY, 2016

IN THE MATTER OF THE PROPOSAL OF
NEWSTART ACCEPTANCE INC.
OF THE CITY OF PICKERING, IN THE PROVINCE OF ONTARIO

ORDER

THIS MOTION, made by Newstart Financial Inc. (“**NFI**”) and Newstart Acceptance Inc. (“**NAI**”) (NFI and NAI shall collectively be referred to as “**Newstart**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C 1985, c B-3, as amended (the “**BIA**”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of David Baker sworn May 19, 2016 and the Exhibits thereto (the “**Baker Affidavit**”), the First Report of Dodick Landau Inc. (the “**Proposal Trustee**”) dated May 19, 2016 (the “**First Report**”) and on being advised that the creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for Newstart, the Proposal Trustee and any other parties who signed the counsel slip;

Service:

1. **THIS COURT ORDERS** that the time for service of the Newstart’s Notice of Motion and Motion Record and the First Report is hereby abridged so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **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/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant 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.dodick.ca]>.

3. **THIS COURT ORDERS** that the E-Service List Keeper and the WebHost (as such terms are defined in the Protocol) for the purpose of this proceeding shall be the Proposal Trustee.

Extension of Time to File Proposal:

4. **THIS COURT ORDERS** that the time for filing of the Proposal, and the stay of proceedings herein, are extended in accordance with Section 50.4(9) of the BIA for a period of 45 days, to and including July 16, 2016.

Proposal Trustee's Fees and Administration Charge:

5. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee and counsel to Newstart shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by Newstart as part of the costs of these proceedings. Newstart is hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel for the Proposal Trustee and counsel for Newstart on a weekly basis.

6. **THIS COURT ORDERS** that the Proposal Trustee and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Proposal Trustee and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

7. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, and Newstart's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, in the amount of \$150,000.00, as security for their professional fees and disbursements incurred at the standard rates and charges of the Proposal Trustee and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 8 to 11 hereof.

Validity and Priority of Administration Charge:

8. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

9. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on Newstart's current and future properties, assets and undertakings of every nature and kind whatsoever and wheresoever situated including all proceeds thereof (the "**Property**") and such Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any individual, firm, corporation, governmental body or agency (except statutory deemed trusts that, at law, rank in priority to all other charges), or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**").

10. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, Newstart shall not grant any Encumbrances over any Property that rank in priority to, or pari passu with, the Administration Charge, unless Newstart also obtains the prior written consent of the Proposal Trustee and the beneficiaries of the Administration Charge, or further Order of this Court.

11. **THIS COURT ORDERS** that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the "**Chargees**") shall not otherwise be limited or impaired

in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing or deemed filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds Newstart, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by Newstart of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting the creation of the Administration Charge; and
- (c) the payments made by Newstart pursuant to this Order and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

Enhanced Powers of the Proposal Trustee:

12. **THIS COURT ORDERS** that, in addition to the powers and duties set out in the BIA and this Order (or any other Order of this Court in these proceedings), the Proposal Trustee is hereby fully and exclusively authorized and empowered, but not required, to take any and all actions and steps, and execute any and all documents and writings, on behalf, and in the name of, and binding upon, Newstart, in order to carry out its duties under this Order or any other Order of the Court, including to execute all documents relating to the SISP (as defined below) as well as to execute and deliver any documents on behalf of, and binding upon, Newstart in order to implement transactions under the SISP approved by the Court.

13. **THIS COURT ORDERS** that the Proposal Trustee is authorized and empowered, but not required, to operate on behalf of Newstart any of Newstart's existing accounts at any financial institution ("**Newstart's Accounts**"), in such manner as the Proposal Trustee, in its sole discretion, deems necessary or appropriate to assist with the exercise of the Proposal Trustee's powers and duties set out herein, including the ability to add or remove persons having signing authority with respect to any of Newstart's Accounts.

14. **THIS COURT ORDERS** that all employees of Newstart shall remain the employees of Newstart until such time as the Proposal Trustee, on Newstart's behalf, may terminate the employment of such employees. Nothing in this Order shall, in and of itself, cause the Proposal Trustee to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.

15. **THIS COURT ORDERS** that the enhancement of the Proposal Trustee's powers as set forth herein, the exercise by the Proposal Trustee of any of its powers, the performance by the Proposal Trustee of any of its duties, or the use or employment by the Proposal Trustee of any person in connection with its appointment and the performance of its powers and duties shall not constitute the Proposal Trustee the employer, successor employer or related employer of the employees of Newstart within the meaning of any provincial, federal or municipal legislation or common law governing employment, pensions or labour standards or any other statute, regulation or rule of law or equity for any purpose whatsoever or expose the Proposal Trustee to liability to any individuals arising from or relating to their previous employment by Newstart.

16. **THIS COURT ORDERS** that the Proposal Trustee is not, and shall not be or be deemed to be, a director, officer or employee of Newstart.

17. **THIS COURT ORDERS** that Newstart shall continue to have the benefit of all of the protections and priorities as set out in the BIA, or this Order, and any such protections and priorities shall apply to the Proposal Trustee in fulfilling its duties and exercising any of its powers under this Order or any other Order of this Court.

18. **THIS COURT ORDERS** that Newstart its management and advisors shall cooperate fully with the Proposal Trustee and any directions it may provide pursuant to this Order or any other Order of this Court and shall provide the Proposal Trustee with such assistance as the

Proposal Trustee may request from time to time to enable the Proposal Trustee to carry out its duties and powers as set out in this Order or any other Order of this Court.

19. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Proposal Trustee as a receiver, assignee, liquidator, administrator, receiver manager, agent of the creditors or legal representative of Newstart within the meaning of any relevant legislation and that any distribution made to creditors of Newstart by the Proposal Trustee will be deemed to have been made by Newstart itself.

20. **THIS COURT ORDERS** that the Proposal Trustee shall not take possession of the Property, and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the business or Property of Newstart, or any part thereof.

21. **THIS COURT ORDERS** that nothing herein contained shall require the Proposal Trustee 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 Proposal Trustee from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Proposal Trustee shall not, as a result of this Order or anything done in pursuance of the Proposal Trustee'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.

22. **THIS COURT ORDERS** that the Proposal Trustee shall provide any creditor of Newstart with information provided by Newstart in response to reasonable requests for information made in writing by such creditor addressed to the Proposal Trustee. The Proposal Trustee shall not have any responsibility or liability with respect to the information disseminated

by it pursuant to this paragraph. In the case of information that the Proposal Trustee has been advised by Newstart is confidential, the Proposal Trustee shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Proposal Trustee and Newstart may agree.

23. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Proposal Trustee by the BIA or any applicable legislation.

Sale and Investment Solicitation Process:

24. **THIS COURT ORDERS** that the Sale and Investment Solicitation Process (the "SISP"), attached as **Schedule "A"** to this Order, is approved.

25. **THIS COURT ORDERS** that Newstart and the Proposal Trustee are authorized and directed to perform their obligations under and take such steps as they consider necessary or desirable in carrying out the SISP.

26. **THIS COURT ORDERS** that the Proposal Trustee shall have no personal or corporate liability in connection with the SISP, including, without limitation:

- (a) by advertising the SISP;
- (b) by exposing the Property to any and all parties;
- (c) by responding to any and all requests or inquiries regarding due diligence conducted in respect of Newstart or the Property;
- (d) through the disclosure of any and all information regarding Newstart or the Property arising from, incidental to or in connection with the SISP; and
- (e) pursuant to any and all offers received by Newstart in accordance with the SISP.

27. **THIS COURT ORDERS** that, in connection with the SISP and pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act (Canada)*, Newstart and the Proposal Trustee are authorized and permitted to disclose personal information of identifiable individuals to prospective investors, financiers, purchasers or offerors and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more investment, finance or sale transactions (each, a “**Transaction**”). Each prospective investor, financier, purchaser, or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to Newstart or the Proposal Trustee, as applicable; (ii) destroy all such information; or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. 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 Newstart, and shall return all other personal information to Newstart or the Proposal Trustee, as applicable, or ensure that all other personal information is destroyed.

General:

28. **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 Newstart, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Newstart and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist Newstart and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

29. **THIS COURT ORDERS** that each of Newstart and the Proposal Trustee 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 Proposal Trustee 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.

30. **THIS COURT ORDERS** that any interested party (including Newstart and the Proposal Trustee) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

**Newstart Financial Inc. and Newstart Acceptance Inc. (collectively, "Newstart")
Sale and Investment Solicitation Process Summary**

The purpose of the Sale and Investment Solicitation Process (the "SISP") is to identify one or more purchasers of, or investors in, the business and assets of Newstart with a projected completion date of a transaction or transactions by September 2016.

All capitalized terms used but not otherwise defined herein have the meaning given to them in the Order granted by the Ontario Superior Court of Justice (the "Court") on May 6, 2016 (the "May Order") in respect of the proposal proceedings commenced by Newstart under the *Bankruptcy and Insolvency Act* (the "BIA").

The SISP details are provided below.

- Newstart has compiled, and with the assistance of the Proposal Trustee, may continue to compile, a list of interested parties ("Interested Parties") and will distribute to them an interest solicitation letter detailing this opportunity. The Proposal Trustee will contact all parties identified as well as any additional parties that come to its attention. A confidentiality agreement ("CA") will be attached to the interest solicitation letter;
- Newstart, with the assistance of the Proposal Trustee, will prepare a confidential information memorandum ("CIM") which will be made available to Interested Parties that execute the CA. The CIM will provide an overview of Newstart's business, property and financial results;
- Interested Parties who execute the CA will have an opportunity to perform diligence, including reviewing information in a virtual data room;
- A notice will be published in the national edition of *The Globe and Mail* newspaper and, at the discretion of the Proposal Trustee, in trade publications;
- The Proposal Trustee, with the assistance of Newstart, will facilitate diligence efforts by, among other things, responding to questions and coordinating meetings between Interested Parties and Newstart's management and such other parties as the Proposal Trustee may arrange. All meetings with management will be convened in the presence of a representative of the Proposal Trustee;
- Prospective investors shall be required to identify all material terms of their proposed investment to permit evaluation of such proposal but will not be required to submit the terms and structure of their proposed investment in a predetermined prescribed format;
- Parties interested in acquiring assets will be able to refer to a template asset purchase agreement ("APA") that will be posted in the data room. Interested Parties who wish

to acquire assets will be encouraged to submit offers substantially in the form of the APA, with any changes black-lined against the APA;

- Interested Parties will be entitled to submit offers for Newstart's business and assets on an individual basis or *en bloc*. Subject to the value of the consideration to be paid, preference will be given to *en bloc* offers;
- The deadline for submission of offers ("Offer Deadline") will be 5:00 pm EST on August 2, 2016;
- Offers are to be submitted to the Proposal Trustee with a refundable cash deposit in the form of a wire transfer (to a bank account specified by the Proposal Trustee) or such other form of deposit as is acceptable to the Proposal Trustee, in an amount equal to 10% of the purchase price or investment amount. Offers are to be supported by evidence, satisfactory to the Proposal Trustee, of financing sufficient to close a transaction within the timelines detailed in these procedures. All offers are to be irrevocable until 10 days after Court approval of the Proposal;
- The Proposal Trustee will evaluate the offers and may seek clarification and/or a re-bidding of certain offers;
- Newstart's management, along with their respective legal counsel, will be consulted on a timely basis during the different phases of the SISP, provided that they confirm to the Proposal Trustee that they are not bidders in the SISP;
- Any offer submitted must be subject to the approval of the creditors of Newstart and the Court;
- Upon completion of definitive documentation, Newstart will make a Proposal to its creditors in which it will propose a sale of the assets to the successful bidder(s) and the Proposal Trustee will call a meeting of the creditors of Newstart to vote on Newstart's Proposal; and
- Following receipt of creditor approval of Newstart's Proposal, Newstart will apply to the Court for an order approving the Proposal including one or more offers ("Transaction"), with the Transaction projected to be completed as soon as possible following approval of the Proposal by the Court. The Proposal Trustee will provide its recommendation to the Court with respect to the Proposal and the Transaction.

Other attributes of the SISP:

- The Proposal Trustee shall have the right to extend by up to two-weeks any deadline in the SISP in order to facilitate the SISP. Further extensions will require Court approval;

- Newstart's management and employees are required to assist and support the efforts of the Proposal Trustee as provided for herein;
- Any transaction will be consistent with insolvency principles, including without material representations and warranties and shall be on an "as is, where is" basis;
- The Proposal Trustee reserves the right to accept one or more offers, in consultation with Newstart management, and to take such steps as are necessary to finalize and complete an APA or investment agreement or to continue negotiations with a selected number of Interested Parties with a view to finalizing an agreement(s) with one or more of them;
- The Proposal Trustee shall be under no obligation to accept the highest offer, the best offer, or any offer, and the selection of any offer(s) shall be at the discretion of the Proposal Trustee after consultation with Newstart Management;
- The Proposal Trustee shall not be bound by the terms of any transaction(s) until approval of the Court is obtained;
- The Proposal Trustee may consider transactions involving a restructuring or investment in Newstart if, in the opinion of the Proposal Trustee, the resulting transaction is in the best interests of Newstart and maximizes value for the benefit of its stakeholders; and
- The Proposal Trustee reserves the right to apply to the Court at any time to modify or terminate the SISF if it considers it appropriate in the circumstances or to apply to the Court for advice and directions.

SUMMARY TIMELINE OF IMPORTANT DATES

Sale Process Procedures	Date
Court approval of Sale Process by	May 31, 2016
Begin marketing to Interested Parties	June 1, 2016
Begin distributing CIM and access to on-line data room	June 6, 2016
Complete solicitation of potential purchasers/investors by	June 24, 2016
Due diligence completed by	July 22, 2016
Offer deadline	August 2, 2016
Identification of successful offer	August 5, 2016
Hold meeting of creditors to vote on Proposal by	August 31, 2016

Obtain Court approval of Proposal by	September 16, 2016
Closing(s) by	September 30, 2016

IN THE MATTER OF THE PROPOSAL OF
NEWSTART ACCEPTANCE INC.
OF THE CITY OF PICKERING, IN THE PROVINCE OF ONTARIO

Court File No. 31-2117950

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at

TORONTO

ORDER

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Newstart Acceptance Inc.

IN THE MATTER OF THE PROPOSAL OF
NEWSTART ACCEPTANCE INC.
OF THE CITY OF PICKERING, IN THE PROVINCE OF ONTARIO

Court File No. 31-2117950

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at

TORONTO

**MOTION RECORD
(returnable Friday, May 27, 2016)**

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