## **Posting Supplement**

# Posting Supplement No. 9 dated 25 November, 2016 to Base Offering Memorandum dated 21 October, 2016

# Loop Funding Inc. Payment Dependent Notes

This Posting Supplement supplements the Base Offering Memorandum dated 21st October, 2016 and provides information about the particular series of Payment Dependent Notes (the "Notes") we are currently offering. Prospective investors should read this Posting Supplement together with the Base Offering Memorandum dated 21st October, 2016 to understand the terms and conditions of the Notes and how they are offered, as well as the risks of investing in Notes.

The following Notes are currently being offered:

Payment Dependent Notes Series 50238

Series of Payment Dependent Notes	Aggregate Principal Amount of Notes Offered	Lending Loop Credit Rating	Stated Interest Rate	Servicing Fee	Term
50238	\$78,500.00	B+	10.21%	1.5%	24 months

This series of Notes will be issued upon closing of the Borrower Loan request corresponding to Borrower Loan 50238. Borrower Loan 50238 was requested on 6 November, 2016 by a Borrower with the following characteristics:

Entity ID: 4264011 Entity Type: Corporation Entity Location: Ontario Security and/or Guarantee(s) Provided: General Security Agreement, Personal Guarantees Borrower Type: Business

#### **BUSINESS BORROWER INFORMATION:**

The information below was obtained from the borrower and displayed without having been verified.

Supplementary information provided by the Borrower regarding the Borrower's business and its intended use of loan funds:

Description of Loan: The Lending Loop funding will be used primarily to finance inventory purchases. Such purchases from Asian suppliers require funding commitments well in advance of receiving goods and creating receivables. The Lending Loop funding is scheduled to be in three staged offerings, the first \$75,000 in December 2016, the second \$75,000 in January 2017, and the final \$100,000 in March 2017.

Why We Are Safe To Lend To: Canadian television networks now compete for rights to broadcast curling events. Increased awareness resulting from television is seen to be responsible for a small, but steady increase in participation in the game. The company has a high profile in the marketplace, such resulting from sponsorship of high profile teams, ads on curling broadcasts, and aggressive marketing.

What Business Does: This business imports and distributes products for the game of curling. The global marketplace for such products is estimated at \$18 million. This business, with sales approaching \$5 million in the last fiscal year is the largest supplier to the market. Next year will mark the 50th anniversary for the brand.

The product is sold through both retail and wholesale channels. Retail includes five dedicated brick and mortar stores located in Ontario and Alberta, an active web site, pop up stores at curling events, and US and Canadian Amazon. Wholesale includes dealers nationally and internationally and majors such as Forzani (Sport Chek) and Canadian Tire. Retail sales represent 45% of overall sales. Canadian Tire, the largest customer, represents 8% of sales.

Financial Performance Details: Sales have grown from \$2,263,240 to \$4,625,000 from fiscal 2010 to fiscal 2016. It is expected sales will top \$5 million within two years. New products are currently in the "funnel" and will propel sales into the foreseeable future. The company currently exports to twenty-six countries, with domestic sales representing 80% of revenue. Approximately 85% of our product is sourced in China. Such sourcing is premised on long-term relationships between us and our suppliers. Such sourcing has traditionally afforded year-end gross margins in the order of 52%. A strong management team with multi-disciplinary skills is focused on continued growth.

The Borrower has also provided the following financial information:

# Time Period: Year-to-Date (as at 31-10-2016) Statement Quality: Management Prepared From the Income Statement: Revenue: \$1,880,729.00 Cost of Sales: \$904,583.00 Operating Costs: \$918,153.00 Interest Expense: \$52,756.00 Tax Expense: -\$5,105.00 Depreciation & Amortization Expense: \$38,177.00 Net Income (Loss): -\$27,835.00 From the Balance Sheet: Current Assets: \$2,680,957.00 Long-Term Assets: \$350,487.00 Total Assets: \$3,031,444.00 Current Liabilities: \$1,812,008.00 Long-Term Liabilities: \$350,487.00 Shareholders' Equity: \$632,231.00 Total Liabilities & Shareholders' Equity: \$3,031,444.00

## Time Period: Year Ended 2016 (30-04-2016)

Statement Quality: Review Engagement Report **From the Income Statement:** Revenue: \$4,625,359.00 Cost of Sales: \$2,187,197.00 Operating Costs: \$1,939,067.00 Interest Expense: \$160,798.00 Tax Expense: \$40,851.00 Depreciation & Amortization Expense: \$64,309.00 Net Income (Loss): \$233,137.00 **From the Balance Sheet:** Current Assets: \$1,929,833.00 Long-Term Assets: \$334,631.00 Total Assets: \$2,264,464.00 Current Liabilities: \$963,259.00 Long-Term Liabilities: \$334,631.00 Shareholders' Equity: \$660,066.00 Total Liabilities & Shareholders' Equity: \$2,264,464.00

#### Time Period: Year Ended 2015 (30-04-2015)

Statement Quality: Review Engagement Report From the Income Statement: Revenue: \$3,829,968.00 Cost of Sales: \$2,075,764.00 Operating Costs: \$1,540,030.00 Interest Expense: \$139,367.00 Tax Expense: \$3,663.00 Depreciation & Amortization Expense: \$52,429.00 Net Income (Loss): \$18,715.00 From the Balance Sheet: Current Assets: \$1,623,855.00 Long-Term Assets: \$204,296.00 Total Assets: \$1,828,151.00 Current Liabilities: \$850,475.00 Long-Term Liabilities: \$204,296.00 Shareholders' Equity: \$426,929.00 Total Liabilities & Shareholders' Equity: \$1,828,151.00

The Borrower's financial statements have not been provided to or reviewed by a securities regulatory authority or regulator.

#### **PURCHASERS' RIGHTS**

#### Rights in the Event of a Misrepresentation made in the Posting Supplement

Loop Funding bears no liability in relation to misrepresentations regarding Borrowers that are contained in Posting Supplements or listings. The Borrower assumes any and all liability arising from misrepresentations contained in Posting Supplements related to its Borrower Loan. Purchasers of Notes may not initiate any claim for damages against Loop Funding or its affiliates for misrepresentations regarding Borrowers that are contained in Posting Supplements or listings.

#### Statutory Rights of Action in the Event of a Misrepresentation

The applicable securities legislation in certain jurisdictions of Canada provides purchasers, or requires purchasers be provided, with remedies for rescission (meaning a right to cancel the agreement to purchase the Notes) or damages if this Posting Supplement or any amendment to it contains a misrepresentation. However, these remedies must be exercised within the time limits prescribed. Subscribers should refer to the applicable legislative provisions of their province or territory for the complete text of these rights and/or consult with a legal advisor.

*British Columbia, Alberta, Manitoba, Nova Scotia and Newfoundland and Labrador:* In British Columbia, Alberta, Manitoba, Nova Scotia or Newfoundland and Labrador if there is a misrepresentation in this Posting Supplement, a purchaser has a statutory right to sue:

- (a) the Borrower to cancel an agreement to buy the Notes; or
- (b) for damages against the Borrower, every person who was a director of the Borrower at the date of this Posting Supplement and every other person who signed this Posting Supplement.

*Ontario and New Brunswick:* In Ontario or New Brunswick if there is a misrepresentation in this Posting Supplement, a purchaser has a statutory right to sue the Borrower:

- (a) to cancel an agreement to buy the Notes; or
- (b) for damages.

*Saskatchewan:* In Saskatchewan if there is a misrepresentation in this Posting Supplement, a purchaser has a statutory right to sue:

- (a) the Borrower to cancel an agreement to buy the Notes;
- (b) for damages against:
  - i. the Borrower and every promoter or director of the Borrower at the time this Posting Supplement or the amendment to this Posting Supplement was sent or delivered;
  - ii. every person or company whose consent has been filed respecting the offering, but only with respect to reports, opinions or statements that have been made by them;
  - iii. every person who or company that, in addition to the persons or companies mentioned in clauses (i) and (ii), signed this Posting Supplement or an amendment to this Posting Supplement; and
  - iv. every person who or company that sells securities on behalf of the Borrower under this Posting Supplement or an amendment to this Posting Supplement.

Quebec: In Quebec if there is a misrepresentation in this Posting Supplement, a purchaser has a statutory right to sue:

- (a) the Borrower to cancel an agreement to buy the Notes;
- (b) the Borrower to have the price of the Notes revised; or
- (c) for damages against the Borrower, the Borrower's officers or directors, the dealer under contract to the Borrower or holder, an expert whose opinion contained a misrepresentation, or any person who is required to sign an attestation in this Posting Supplement.

*Prince Edward Island, Northwest Territories, Yukon and Nunavut*: In Prince Edward Island, Northwest Territories, Yukon or Nunavut if there is a misrepresentation in this Posting Supplement, a purchaser has a statutory right to sue:

- (a) the Borrower to cancel an agreement to buy the Notes; or
- (b) for damages against the Borrower, every director of the Borrower at the date of this Posting Supplement, and every person who signed this Posting Supplement.

The statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Notes.

If you intend to rely on the rights described above, you must do so within strict time limitations, as summarized below:

## Rescission

In all Canadian jurisdictions other than Quebec, you must commence your action to cancel the agreement within 180 days from the day of the transaction that gave rise to the cause of action. In Quebec you must commence your action to cancel the agreement no more than 3 years after the date of your purchase of the Notes.

If you elect to exercise your right of rescission, you will not have the right of action for damages.

## Damages

In Ontario, British Columbia, Alberta, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon and Nunavut, you must commence your action for damages within the earlier of 180 days after learning of the misrepresentation and 3 years from the day of the transaction that gave rise to the cause of action.

In Saskatchewan and New Brunswick, you must commence your action for damages within the earlier of one year after learning of the misrepresentation and 6 years from the day of the transaction that gave rise to the cause of action.

In Manitoba, you must commence your action for damages within the earlier of 180 days after learning of the misrepresentation and 2 years form the day of the transaction that gave rise to the cause of action.

In Nova Scotia you must commence your action for damages no later than 120 days after the date on which payment was made for the Notes or after the date on which the initial payment for the Notes was made.

In Quebec you must commence your action for damages within the earlier of 3 years after the investor first had knowledge of the facts giving rise to the cause of action and 5 years from filing of this Posting Supplement with the Autorité des marchés financiers.

In the case of an action for damages, the Borrower will not be liable for all or any part of the damages that it proves does not represent the depreciation in value of the Notes resulting from the misrepresentation and in no case will the amount of damages exceed the price at which the Notes were offered to you under this Posting Supplement.

A copy of this Posting Supplement duly signed by a representative of the Borrower is stored by Loop Funding. The signed certificate which is attached to this Posting Supplement will be made available to you upon written request. In order to obtain a signed copy of the certificate, please send an email to <u>lenders@lendingloop.ca</u> with your name, lender account number, registered email account, and the Payment Dependent Notes Series from this supplement and we will provide you a certificate request form which you must complete and return to us.

# CERTIFICATE

DATED this 25 day of November, 2016.

This Posting Supplement does not contain a misrepresentation.

ON BEHALF OF THE BORROWER

Per: [SIGNED]

Account ID: 4264011

## **Posting Supplement**

# Posting Supplement No. 12 dated 30 November, 2016 to Base Offering Memorandum dated 21 October, 2016

# Loop Funding Inc. Payment Dependent Notes

This Posting Supplement supplements the Base Offering Memorandum dated 21st October, 2016 and provides information about the particular series of Payment Dependent Notes (the "Notes") we are currently offering. Prospective investors should read this Posting Supplement together with the Base Offering Memorandum dated 21st October, 2016 to understand the terms and conditions of the Notes and how they are offered, as well as the risks of investing in Notes.

The following Notes are currently being offered:

Payment Dependent Notes Series 91889

Series of Payment Dependent Notes	Aggregate Principal Amount of Notes Offered	Lending Loop Credit Rating	Stated Interest Rate	Servicing Fee	Term
91889	\$37,500.00	D+	18.21%	1.5%	18 months

This series of Notes will be issued upon closing of the Borrower Loan request corresponding to Borrower Loan 91889. Borrower Loan 91889 was requested on 21 November, 2016 by a Borrower with the following characteristics:

Entity ID: 4205920 Entity Type: Corporation Entity Location: Ontario Security and/or Guarantee(s) Provided: General Security Agreement, Personal Guarantees Borrower Type: Business

## **BUSINESS BORROWER INFORMATION:**

The information below was obtained from the borrower and displayed without having been verified.

Supplementary information provided by the Borrower regarding the Borrower's business and its intended use of loan funds:

Description of Loan: We are using the funds to retire a higher interest rate loan

Why We Are Safe To Lend To: We have been in business for 3 years. Pukka is a brand that is well recognized and has been reviewed by every leading newspaper and magazine in the GTA.

What Business Does: Pukka is a forward-thinking take on Indian cuisine that is unparalleled in Canada. Pukka is family-style sharing plates with full-size flavours. The menu takes you on a journey through decadent tastes, while maintaining a lightness that enchants the palette. The culinary team elevates the typical Indian curry into clean, modern bites that wow both the eyes and the taste buds.

A restaurant brimming with character, the space creates an energetic, engaging atmosphere. With servers as quick with a smile as they are knowledgeable about their product, Pukka is a clean, modern social space ready to welcome you.

Pukka is sure to surprise and delight. It's Indian like you've never tasted before!

Financial Performance Details: Pukka has been performing incredibly. Pukka's sales revenue has been increasing 15% every year for the last 3 years.

The Borrower has also provided the following financial information:

Time Period: Year-to-Date (as at 31-10-2016) Statement Quality: Management Prepared From the Income Statement: Revenue: \$1,243,727.00 Cost of Sales: \$627,861.00 Operating Costs: \$568,804.00 Interest Expense: \$30,209.00 Tax Expense: Depreciation & Amortization Expense: Net Income (Loss): \$16,853.00 From the Balance Sheet: Current Assets: \$164,418.00 Long-Term Assets: \$501,757.00 Total Assets: \$666,175.00 Current Liabilities: \$182,816.00 Long-Term Liabilities: \$501,757.00 Shareholders' Equity: \$18,269.00 Total Liabilities & Shareholders' Equity: \$666,175.00

#### Time Period: Year Ended 2015 (31-12-2015)

Statement Quality: Notice to Reader **From the Income Statement:** Revenue: \$1,228,527.00 Cost of Sales: \$344,352.00 Operating Costs: \$775,375.00 Interest Expense: \$55,478.00 Tax Expense: Depreciation & Amortization Expense: Net Income (Loss): \$53,322.00

#### From the Balance Sheet:

Current Assets: \$60,907.00 Long-Term Assets: \$482,900.00 Total Assets: \$543,807.00 Current Liabilities: \$133,991.00 Long-Term Liabilities: \$482,900.00 Shareholders' Equity: \$1,417.00 Total Liabilities & Shareholders' Equity: \$543,807.00

Time Period: Year Ended 2014 (31-12-2014) Statement Quality: Notice to Reader From the Income Statement: Revenue: \$943,191.00 Cost of Sales: \$305,006.00 Operating Costs: \$611,425.00 Interest Expense: \$26,543.00 Tax Expense: Depreciation & Amortization Expense: Net Income (Loss): \$217.00 **From the Balance Sheet:** Current Assets: \$6,807.00 Long-Term Assets: \$401,108.00 Total Assets: \$407,915.00 Current Liabilities: \$115,753.00 Long-Term Liabilities: \$401,108.00 Shareholders' Equity: -\$51,905.00 Total Liabilities & Shareholders' Equity: \$407,915.00

The Borrower's financial statements have not been provided to or reviewed by a securities regulatory authority or regulator.

#### **PURCHASERS' RIGHTS**

#### Rights in the Event of a Misrepresentation made in the Posting Supplement

Loop Funding bears no liability in relation to misrepresentations regarding Borrowers that are contained in Posting Supplements or listings. The Borrower assumes any and all liability arising from misrepresentations contained in Posting Supplements related to its Borrower Loan. Purchasers of Notes may not initiate any claim for damages against Loop Funding or its affiliates for misrepresentations regarding Borrowers that are contained in Posting Supplements or listings.

## Statutory Rights of Action in the Event of a Misrepresentation

The applicable securities legislation in certain jurisdictions of Canada provides purchasers, or requires purchasers be provided, with remedies for rescission (meaning a right to cancel the agreement to purchase the Notes) or damages if this Posting Supplement or any amendment to it contains a misrepresentation. However, these remedies must be exercised within the time limits prescribed. Subscribers should refer to the applicable legislative provisions of their province or territory for the complete text of these rights and/or consult with a legal advisor.

*British Columbia, Alberta, Manitoba, Nova Scotia and Newfoundland and Labrador:* In British Columbia, Alberta, Manitoba, Nova Scotia or Newfoundland and Labrador if there is a misrepresentation in this Posting Supplement, a purchaser has a statutory right to sue:

- (c) the Borrower to cancel an agreement to buy the Notes; or
- (d) for damages against the Borrower, every person who was a director of the Borrower at the date of this Posting Supplement and every other person who signed this Posting Supplement.

*Ontario and New Brunswick:* In Ontario or New Brunswick if there is a misrepresentation in this Posting Supplement, a purchaser has a statutory right to sue the Borrower:

- (c) to cancel an agreement to buy the Notes; or
- (d) for damages.

*Saskatchewan:* In Saskatchewan if there is a misrepresentation in this Posting Supplement, a purchaser has a statutory right to sue:

- (c) the Borrower to cancel an agreement to buy the Notes;
- (d) for damages against:
  - i. the Borrower and every promoter or director of the Borrower at the time this Posting Supplement or the amendment to this Posting Supplement was sent or delivered;
  - ii. every person or company whose consent has been filed respecting the offering, but only with respect to reports, opinions or statements that have been made by them;
  - iii. every person who or company that, in addition to the persons or companies mentioned in clauses (i) and (ii), signed this Posting Supplement or an amendment to this Posting Supplement; and
  - iv. every person who or company that sells securities on behalf of the Borrower under this Posting Supplement or an amendment to this Posting Supplement.

Quebec: In Quebec if there is a misrepresentation in this Posting Supplement, a purchaser has a statutory right to sue:

- (d) the Borrower to cancel an agreement to buy the Notes;
- (e) the Borrower to have the price of the Notes revised; or
- (f) for damages against the Borrower, the Borrower's officers or directors, the dealer under contract to the Borrower or holder, an expert whose opinion contained a misrepresentation, or any person who is required to sign an attestation in this Posting Supplement.

*Prince Edward Island, Northwest Territories, Yukon and Nunavut:* In Prince Edward Island, Northwest Territories, Yukon or Nunavut if there is a misrepresentation in this Posting Supplement, a purchaser has a statutory right to sue:

- (c) the Borrower to cancel an agreement to buy the Notes; or
- (d) for damages against the Borrower, every director of the Borrower at the date of this Posting Supplement, and every person who signed this Posting Supplement.

The statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Notes.

If you intend to rely on the rights described above, you must do so within strict time limitations, as summarized below:

## Rescission

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## Damages

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In Saskatchewan and New Brunswick, you must commence your action for damages within the earlier of one year after learning of the misrepresentation and 6 years from the day of the transaction that gave rise to the cause of action.

In Manitoba, you must commence your action for damages within the earlier of 180 days after learning of the misrepresentation and 2 years form the day of the transaction that gave rise to the cause of action.

In Nova Scotia you must commence your action for damages no later than 120 days after the date on which payment was made for the Notes or after the date on which the initial payment for the Notes was made.

In Quebec you must commence your action for damages within the earlier of 3 years after the investor first had knowledge of the facts giving rise to the cause of action and 5 years from filing of this Posting Supplement with the Autorité des marchés financiers.

In the case of an action for damages, the Borrower will not be liable for all or any part of the damages that it proves does not represent the depreciation in value of the Notes resulting from the misrepresentation and in no case will the amount of damages exceed the price at which the Notes were offered to you under this Posting Supplement.

A copy of this Posting Supplement duly signed by a representative of the Borrower is stored by Loop Funding. The signed certificate which is attached to this Posting Supplement will be made available to you upon written request. In order to obtain a signed copy of the certificate, please send an email to <u>lenders@lendingloop.ca</u> with your name, lender account number, registered email account, and the Payment Dependent Notes Series from this supplement and we will provide you a certificate request form which you must complete and return to us.

# CERTIFICATE

DATED this 1 day of December, 2016.

This Posting Supplement does not contain a misrepresentation.

ON BEHALF OF THE BORROWER

Per: [SIGNED]

Account ID: 4205920