

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

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

**2301402 ONTARIO LIMITED and JAKE'S HOUSE COMMUNITY
RESIDENCES**

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

APPLICATION RECORD
(returnable May 14, 2025)

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Toronto, Ontario M2N 7E9

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Lawyers for the Applicant

TO: SERVICE LIST

SERVICE LIST
(as at April 17, 2025)

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TAB 1



Court File No.

**ONTARIO
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NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing

- ☐ In writing
- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

on a date to be scheduled.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a

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lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 9th Floor
Toronto, Ontario M5G 1R7

TO: **2301402 ONTARIO LIMITED**
Attention/Care of Irenka Bodanis
139 Main Street
Lucan, Ontario N0M 2J0

JAKE'S HOUSE COMMUNITY RESIDENCES
Attention/Care of David Bodanis, Irenka Bodanis and Richard Latorre
5750 Explorer Drive, Unit 102
Mississauga, Ontario L4W 0A9

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APPLICATION

1. The Applicant, MarshallZehr Group Inc. (“**MZ**”), makes application for:
 - (a) if necessary, an order validating service of this Notice of Application and the Application Record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served;
 - (b) an order appointing TDB Restructuring Limited (“**TDB**”) as receiver (“**Receiver**”) of the properties, assets and undertaking of the respondents, 2301402 Ontario Limited (the “**Borrower**”) and Jake’s House Community Residences (“**JHCR**”), including the Real Property (as defined below) legally described in Schedule “A” to the proposed Receivership Order, pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3 (the “**BIA**”), and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”); and
 - (c) such further and other relief as this Honourable Court may deem just.
2. The grounds for the application are:

THE PARTIES AND THE REAL PROPERTY

- (a) The Borrower is a privately held corporation governed by the *Business Corporations Act* (Ontario) (the “**OBCA**”), with its registered offices located at 139 Main Street, Lucan, Ontario.

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- (b) JHCR, previously 2745859 Ontario Inc. (“**274**”), is a not-for-profit corporation with its registered head office located at 5750 Explorer Drive, Unit 102, Mississauga, Ontario.
- (c) JHCR operates under the umbrella of Jake’s House for Autistic Children (“**JHAC**”), a not-for-profit corporation with its registered office located at 5750 Explorer Drive, Unit 102, Mississauga, Ontario, which is a registered Canadian Charity dedicated to supporting individuals on the autism spectrum and their families through various services.
- (d) JHCR was established to offer supportive independent living for adults with disabilities including autism.
- (e) David Bodanis (“**David**”), Irenka Bodanis (“**Irene**”) and Richard Latorre are directors of JHCR. David and Irene reside in Toronto.
- (f) The Borrower is the registered owner of certain lands and premises (collectively, the “**Real Property**”) municipally known as 133, 135, 139, 141, and 143 Main Street, Lucan, Ontario.
- (g) 139 Main St. and 141 Main St. are the site of a 54-unit rehabilitative healthcare and seniors’ residential facility completed in 2012 (the “**Lucan Facility**”).
- (h) 133 Main St., 135 Main St. and 143 Main St. are lands abutting the Lucan Facility that were acquired to allow for an expansion of the Lucan Facility.

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- (i) Pursuant to a share purchase agreement, 274 (now JHCR) purchased from 2233525 Ontario Inc. (“**223**”), a special purpose entity owned and controlled by MZ, all of the issued and outstanding shares of the Borrower and thereby acquired control of the Lucan Facility.
- (j) As consideration for the purchase of shares under the Share Purchase Agreement, the Borrower and 274 (now JHCR) agreed to amend the MZ Security (as hereinafter defined) to, *inter alia*, increase the principal amount of the Loans (as hereinafter defined) and add 274 as a guarantor of the Loans.
- (k) In 2022, JHCR entered into an agreement with the Government of Ontario under which the Ministry of Children, Community and Social Services (the “**Ministry**”) provided an approximate \$7,000 for each autistic resident of the Lucan Facility (the “**Transfer Payment Agreement**”).
- (l) JHAC acted as a transfer agent insofar that it accepted the funding from the Ministry and remitted it to the Borrower to cover costs and overhead of the Lucan Facility, which included servicing the Loans.

LOANS AND SECURITY

A. MZ 306 Loan

- (m) Pursuant to a Commitment Letter dated July 4, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (collectively, the “**MZ 306 Commitment Letter**”), MZ made available to the Borrower a loan in the

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principal amount of \$17,262,643.59 (the “**MZ 306 Loan**”) to provide first mortgage financing for the Lucan facility.

- (n) As of January 28, 2025, the Borrower was indebted to MZ under the MZ 306 Loan in the approximate amount of \$22,123,146 for principal, interest and expenses.
- (o) As security for the Loan, MZ was granted, among other things, the following security documents (collectively, the “**MZ 306 Security**”):
 - (i) a first Charge/Mortgage of Land in the principal amount of \$20,000,000 granted by the Borrower in favour of MZ (the “**Original First Charge**”) as secured against 135 Main St., 139 Main St., 141 Main St. & 143 Main St. (collectively, the “**Original Charge Lands**”);
 - (ii) a collateral first Charge/Mortgage of Land in the principal amount of \$20,000,000 granted by the Borrower in favour of MZ as secured against 133 Main St. (the “**Collateral First Charge**”); and
 - (iii) a General Security Agreement granted by the Borrower.

B. MZ 307 Loan

- (p) Pursuant to a Commitment Letter dated July 3, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (collectively, the “**MZ 307 Commitment Letter**”), MZ made available to the Borrower a loan in the principal amount of \$8,850,157.40 (the “**MZ 307 Loan**”) to provide second mortgage financing for the Lucan facility.

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- (q) As of January 28, 2025, the Borrower was indebted to MZ under the MZ 307 Loan in the approximate amount of \$11,004,806.00 for principal, interest and expenses.
- (r) As security for the Loan, MZ was granted, among other things, the following security documents (collectively, the “**MZ 307 Security**”):
 - (i) a second Charge/Mortgage of Land in the principal amount of \$10,000,000 granted by the Borrower in favour of MZ and secured against the Original Charge Lands (the “**Original Second Charge**”);
 - (ii) a collateral second Charge/Mortgage of Land in the principal amount of \$10,000,000 granted by the Borrower in favour of MZ secured against 133 Main St. (the “**Collateral Second Charge**”); and
 - (iii) a General Security Agreement granted by the Borrower to MZ.

C. MZ 308 Loan

- (s) Pursuant to a Commitment Letter dated December 13, 2019, as amended by an amending agreement dated December 22, 2021 (collectively, the “**MZ 308 Commitment Letter**”), MZ made available to the Borrower a loan in the principal amount of \$13,139,839.02 (the “**MZ 308 Loan**”, together with the MZ 306 Loan

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and MZ 307 Loan, the “**Loans**”) to provide third mortgage financing for the Lucan facility.

- (t) As security for the Loan, MZ was granted, among other things, the following security documents (collectively, the “**MZ 308 Security**”, together with the MZ 306 Security and MZ 307 Security, the “**Security**”):
 - (i) a third Charge/Mortgage of Land in the principal amount of \$15,000,000.00 granted by the Borrower in favour of MZ and secured against the Real Property (the “**Third Charge**”); and
 - (ii) a General Security Agreement granted by the Borrower to MZ.
- (u) Pursuant to the MZ 306 Commitment Letter, MZ 307 Commitment Letter and MZ 308 Commitment Letter (collectively, the “**Commitment Letters**”), if there is any default under the Commitment Letters or the Security, MZ may declare any or all of the obligations to be immediately due and payable and may proceed to realize on the Security and to enforce its rights, including by initiating proceedings in any court of competent jurisdiction for the appointment of a receiver.
- (v) Each of the Original First Charge, Collateral First Charge, Original Second Charge, Collateral Second Charge and Third Charge (collectively, the “**Charges**”) provide that, upon the occurrence of an Event of Default, MZ may apply to any court of competent jurisdiction for the appointment of a receiver.

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- (w) Each of the general security agreements granted by the Borrower to MZ (the “**Borrower GSAs**”) state that the failure to pay principal or interest when due constitutes an event of default, upon which, MZ is entitled to, among other things, apply to any court of competent jurisdiction for the appointment of a receiver.

JHCR GUARANTEES AND RELATED SECURITY

- (x) 274 (continued as JHCR) executed several guarantees and postponements of claims in favour of MZ guaranteeing payment of all indebtedness and liability of the Borrower pursuant to the Commitment Letters.
- (y) As security for its obligations as guarantor, 274 (now JHCR) provided general security agreements in favour of MZ, which granted a security interest in all present and after-acquired personal property and real property of 274 (the “**JHCR GSAs**”).
- (z) The JHCR GSAs provide that, upon the occurrence of an event of default, MZ is entitled to apply to any court of competent jurisdiction for a receiver.

OTHER CREDITORS

- (aa) Parcel Registers for the Real Property disclose that no other charges/mortgages or liens are registered on title, aside from the charges/mortgages in favour of MZ.
- (bb) Financing statements have been registered in favour of MZ, as secured party, under the *Personal Property Security Act* (Ontario) (the “**PPSA**”) in respect of the Borrower.

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- (cc) Aside from the PPSA registrations in favour of MZ, the only other PPSA registration against the Borrower is by the Bank of Montreal.
- (dd) Financing statements have been registered in favour of MZ, as secured party, under the PPSA in respect of JHCR.
- (ee) There are no PPSA registrations made by any party other than MZ against JHCR.

DEFAULT AND DEMAND

- (ff) In early October 2024, the Ministry terminated the Transfer Payment Agreement with JHCR, effective December 3, 2024, citing ongoing compliance concerns.
- (gg) On February 12, 2025, the Lucan Facility's twenty-seven (27) residents with autism and five (5) senior residents were informed that they needed to find alternate housing by the end of that week.
- (hh) By letters dated March 5, 2025, MZ demanded payment of the Loans from the Borrower, JHCR and 223, and sent Notices of Intention to Enforce Security pursuant to section 244 of the *BIA* (the "**244 BIA Notices**").

JUST AND CONVENIENT TO APPOINT A RECEIVER

- (ii) The Loans matured on July 1, 2022 and were not repaid upon maturity.
- (jj) As of January 28, 2025, the Borrower owed approximately \$38,006,291.16 to MZ.
- (kk) The notice period under the 244 BIA Notices has elapsed.

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- (ll) The Ministry has terminated the Transfer Payment Agreement effective December 3, 2024, because of compliance concerns.
- (mm) Without the funding available through the Transfer Payment Agreement, the Borrower is unable to operate the Lucan Facility and the residents of the Lucan Facility have vacated the premises.
- (nn) MZ has lost all confidence in the Borrower and its ability to ever repay the Loans.
- (oo) The sale of the Real Property appears to be the only viable option remaining to ensure that the Loans, or some portion thereof, are repaid in the near term.
- (pp) MZ is concerned about its position eroding given the accruing interest on the Loans and the risk of further deterioration in the market.
- (qq) The Commitment Letters, Charges, Borrower GSAs and JHCR GSAs provide that, upon the occurrence of an Event of Default, MZ may apply to any court of competent jurisdiction for the appointment of a receiver.
- (rr) In furtherance of its contractual rights, MZ seeks to enforce the Security through the appointment by the Court of TDB as Receiver to take control over and realize on the Borrower's and JHCR's properties, assets, and undertakings, including the Real Property, in a timely manner.
- (ss) A Court-supervised process will provide stability and will maximize value for all stakeholders.

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- (tt) It will be beneficial to all parties for the Real Property to be sold in an orderly, efficient and transparent Court-supervised process.
- (uu) The Real Property is a unique development property which will attract only a certain cohort of potential purchasers. Selling the Real Property will benefit from the specialized expertise of a receiver to list and market the Real Property.
- (vv) In the circumstances, the appointment of the proposed Receiver is just and convenient.
- (ww) TDB has agreed to accept the appointment as Receiver.

OTHER GROUNDS

- (xx) Section 243 of the *BIA*, and Section 101 of the *CJA*;
 - (yy) Rules 1.04(1), 1.05, 2.01, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*;
 - (zz) Such further and other grounds as counsel may advise and this Honourable Court permits;
3. The following documentary evidence will be used at the hearing of the application:
- (a) the affidavit of Murray Snedden to be sworn and the exhibits thereto; and
 - (b) such further and other evidence as counsel may advise and this Honourable Court may permit.

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April 15, 2025

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Lawyers for the Applicant

MARSHALLZEHR GROUP INC.

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-and-

Court File No./N° du dossier du greffe : CV-25-00741261-00CL

**2301402 ONTARIO LIMITED and JAKE’S HOUSE
COMMUNITY RESIDENCES**

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

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Email: dafroz@chaitons.com

Lawyers for the Applicant

TAB 2

**ONTARIO
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B E T W E E N:

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AFFIDAVIT OF MURRAY SNEDDEN
(sworn April 17, 2025)

I, **MURRAY SNEDDEN**, of the Village of Schomberg, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:

1. I am the Chief Operating Officer and Principal Broker of the Applicant, MarshallZehr Group Inc. (“**MZ**”). The facts in this affidavit are within my personal knowledge or determined from the face of the documents attached as exhibits and from information and advice provided to me by others. When matters are based upon information and advice received from others, I believe same to be true.

2. This affidavit is sworn in support of the application by MZ for the appointment of TDB Restructuring Limited (“**TDB**”) as receiver (the “**Receiver**”) of the properties, assets and

undertakings of the respondents, 2301402 Ontario Limited and Jake's House Community Residences, including the Real Property (as defined below) legally described in Schedule "A" to the proposed Receivership Order.

THE PARTIES

A. MarshallZehr Group Inc.

3. MZ is an Ontario Corporation that syndicates construction and development financing to commercial borrowers. The financing is sourced from institutional and private lenders. MZ is a licensed mortgage brokerage and mortgage administrator. MZ is also a philanthropic partner to numerous organizations and foundations, including to SickKids, The FoodBank of Waterloo Region and KidsAbility.

B. 2301402 Ontario Limited

4. 2301402 Ontario Limited (the "**Borrower**") is a corporation governed by the *Business Corporations Act* (Ontario) (the "**OBCA**"), with its registered office located at 139 Main Street, Lucan, Ontario. Irenka Bodanis ("**Irene**") is the sole director and officer of the Borrower. The Borrower was incorporated on October 5, 2011. It previously operated under the business name "Prince George Retirement Residence". The Borrower's registration of the business name "Prince George Retirement Residence" expired on October 9, 2018. A copy of the Profile Report for the Borrower, generated on January 27, 2025, is attached as **Exhibit "A"** to this affidavit.

C. JHCR and JHAC

5. Jake's House Community Residences ("**JHCR**") is a not-for-profit corporation with its registered office located at 5750 Explorer Drive, Unit 102, Mississauga, Ontario. Irene, David

Bodanis (“**David**”) and Richard Latorre (“**Latorre**”) are the directors of JHCR. According to the Profile Report for JHCR, Irene and David serve as the officers of JHCR. JHCR was previously 2745859 Ontario Inc. (“**274**”). 274 continued as JHCR pursuant to Articles of Continuance filed with the Ministry of Public and Business Service Delivery effective February 12, 2024. A copy of the Profile Report of JHCR, generated on January 27, 2025, is attached as **Exhibit “B”** to this affidavit.

6. Jake’s House for Autistic Children (“**JHAC**”) is a not-for-profit corporation with its registered office located at 5750 Explorer Drive, Unit 102, Mississauga, Ontario. According to the Profile Report for JHAC, the directors of JHAC are E Williams Everton, Chris Genuis, Kaitlyn Leeb, Lex Li, Myron Anthory Mallia-Dare, John Mandarino, Andrew Simon and Sara Yousefi. The officers of JHAC are Len Delia (Chairman), Jennifer Joseph (Chief Executive Officer) and Patricia Pearson (President). JHAC’s active business name is “Jake’s House”. JHAC previously held the registered business name “Jakes House for Children with Autism”. However, that business name expired on June 19, 2022. A copy of the Profile Report of JHAC, generated on April 3, 2025, is attached as **Exhibit “C”** to this affidavit.

7. JHAC is a registered Canadian charity (business number 862264223RR0001) dedicated to supporting individuals on the autism spectrum and their families through various services. It was founded in 2004 by David and Irene, originally inspired by their experience after their son, Jake, was diagnosed with autistic spectrum disorder. JHAC offers a continuum of structured services and supports individuals on the spectrum through four strategic offerings: (i) social events for the whole family; (ii) mentoring programs for youth; (iii) employment opportunities for young adults; and (iv) housing for the ageing population.

8. One of JHAC's initiatives is to address the housing gap for individuals with autism by providing inclusive communities tailored to meet their unique needs. As part of this initiative, JHCR was established to offer supportive independent living for adults with disabilities, including autism.

9. In October 2020, pursuant to a share purchase agreement made between 274 (now JHCR) and 2233525 Ontario Inc. (a corporation that is wholly-owned and controlled by MZ) ("**223**") dated October 19, 2020, (as amended, the "**Share Purchase Agreement**"), JHCR purchased from 223 all of the issued and outstanding shares of the Borrower. By purchasing all of the issued and outstanding shares of the Borrower, JHCR acquired control of the Lucan Facility (defined below), then a 54-suite retirement residence located in Lucan, Ontario, with a view to implementing an innovative model aimed at addressing the current housing needs for individuals with autism.

10. JHCR funded its operations by collecting rents from residents of the Lucan Facility, charitable donations, sponsorships and partnerships with private organizations, but principally through contributions per resident from the Government of Ontario through various government programs. It was intended that such funding, in aggregate, would allow JHCR to operate the Lucan Facility and cover its overhead, including the costs to service the mortgage loans provided by MZ.

THE REAL PROPERTY

11. The Borrower is the registered owner of the lands and premises (collectively, the "**Real Property**") known municipally as:

- (a) 133 Main Street, Lucan, Ontario, and legally described in PIN 09702-0295 (LT) ("**133 Main St.**");

- (b) 135 Main Street, Lucan, Ontario, and legally described in PIN 09702-0294 (LT) (“**135 Main St.**”);
- (c) 139 Main Street, Lucan, Ontario, and legally described in PIN 09702-0293 (LT) (“**139 Main St.**”);
- (d) 141 Main Street, Lucan, Ontario, and legally described in PIN 09702-0292 (LT) (“**141 Main St.**”); and
- (e) 143 Main Street, Lucan, Ontario, and legally described in PIN 09702-0291 (LT) (“**143 Main St.**”).

A copy of the parcel registers for the Real Property generated on January 27, 2025 (the “**Parcel Registers**”) are collectively attached as **Exhibit “D”** to this affidavit.

12. The lands comprising the Real Property were transferred to the Borrower as follows:

Parcel	Transfer Details
133 Main St.	Transferred to the Borrower on July 30, 2018 for \$270,000
135 Main St.	Transferred to the Borrower on July 25, 2014 for \$240,000
139 Main St.	Transferred to the Borrower on October 17, 2011 for \$1,338,611
141 Main St.	Transferred to the Borrower on October 17, 2011 for \$175,000
143 Main St.	Transferred to the Borrower on July 11, 2014 for \$375,000

13. 139 Main St. and 141 Main St. is the site of a 54-suite retirement residence with medical and rehabilitation facilities (the “**Lucan Facility**”). The Lucan Facility was constructed in 2012. It has a total area of approximately 41,806 square feet and is situated on approximately 0.603 acres.

14. 139 Main St. and 141 Main St. are part of a larger land assembly owned by the Borrower and consisting of lands (i) northwest of the Lucan Facility (known municipally as 143 Main St.) and (ii) southeast of the Lucan Facility (known municipally as 135 Main St. and 133 Main St.), all

of which collectively comprise the Real Property. The additional lands abutting the Lucan Facility (i.e. 133 Main St., 135 Main St. and 143 Main St.) were acquired to permit for the expansion of the existing Lucan Facility.

BACKGROUND REGARDING MZ'S RELATIONSHIP WITH JHAC AND JHCR

A. MZ's Initial Involvement with the Lucan Facility

15. MZ's initial involvement with the Lucan Facility began in or around 2010, when it provided financing to the Borrower which was secured by certain parcels of the Real Property. At the time, the Borrower's shares were held by FinCore Consulting Inc. (the "**Developer**"). After advances were made by MZ to the Borrower, the dwelling located on the Real Property was demolished and a new facility was constructed (i.e. the Lucan Facility, which was then known as "Prince George Retirement Residence"), which was intended to function as a rehabilitative healthcare and senior's residential home (the "**Project**"). The first phase of the Project ("**Phase 1**"), consisting of 54-suites, was completed in 2012. In May 2012, the Lucan Facility welcomed its first occupants.

16. During the second phase of the Project ("**Phase 2**"), it was intended that the size of the Lucan Facility would be increased through an approximately 22,000 square feet, 3 storey addition, including approximately 54 additional suites, resulting in a total of 108 suites. In order to facilitate the future expansion of the Lucan Facility during Phase 2, the lands abutting the Lucan Facility (i.e. 133 Main St., 135 Main St. and 143 Main St.) were acquired and assembled over time.

17. The institutional and private lenders that provided the financing to the Lucan Facility through MZ (the "**MZ Lenders**") were not intended to be long-term lenders. Many MZ Lenders

would have expected to have an opportunity to exit the investment at the end of Phase 1, either through a sale of the Lucan Facility or the refinancing of the loans.

B. 223 obtains control over the Lucan Facility

18. In or around September 2013, the Borrower defaulted under the loans provided to it by MZ as a result of financial difficulties faced by the Project including, the inability to get the Lucan Facility fully occupied and stabilized so as to be in a position to support construction financing for Phase 2.

19. On or around September 16, 2013, the Developer, which at that time held the shares of the Borrower, surrendered the share capital of the Borrower to 223 in exchange for a release of the Developer's future obligations to MZ and a release of the guarantees granted by the Developer to MZ. As a result, 223 acquired control over the Project with the expectation that it would be able to position the Lucan Facility to be able to repay the mortgages in favour of MZ that were secured by the Real Property through a sale or refinancing of the Project. Thereafter, 223 played a role for several years in building operational independence for the Lucan Facility.

20. The Retirement Homes Regulatory Authority ("**RHRA**") is responsible for licensing and regulating retirement homes in Ontario. The RHRA is also responsible for administering the *Retirement Homes Act, 2010* (the "**Act**"), which establishes the RHRA and sets out its role, responsibilities, and powers. The Act contains care and safety standards and other requirements applying to licensed retirement homes in Ontario. Regulations under the Act provide additional standards and requirements for licensed homes, and requirements relating to the RHRA's administration of the Act.

21. A license was issued by the RHRA in favour of the Borrower (the “**RHRA License**”) prior to 223 acquiring control of the Project in September 2013. On or around October 10, 2013, the Borrower obtained consent from the RHRA for the re-issuance of the RHRA License in light of the change in ownership of the Borrower.

22. During the period of 223’s ownership of the Borrower’s shares, the Lucan Facility was not cashflow positive. During this time, the MZ Lenders as a whole, and David Marshall and Greg Zehr in particular, financed the substantial operating losses and shortfalls of the Lucan Facility to keep it operational while they waited for a better outcome. Significant financial expertise, time and funding was provided by MZ to support a successful outcome for all stakeholders of the Lucan Facility for no fees, as the project could not support it.

ESTABLISHMENT OF THE RELATIONSHIP WITH JHAC AND JHCR

23. In 2019, JHAC approached MZ with a proposal to leverage the existing Lucan Facility to house autistic individuals and to operate the Lucan Facility as a combination of senior’s residence (through the RHRA License held by the Borrower) as well as an adult autistic care housing facility.

24. MZ believed that partnering with JHAC had the potential to immediately create a successful pilot with Phase 1 of the Lucan Facility. However, to facilitate this pilot, it was necessary to delay the planned expansion of the Lucan Facility.

SHARE PURCHASE AGREEMENT

25. In early 2020, MZ held discussions with the management of JHAC, namely David and Jennifer Joseph (the Chief Operating Officer of JHAC), regarding the structure and implementation of a financial transaction for the Lucan Facility that involved the acquisition of

the share capital of the Borrower by JHCR.

26. Prior to the onset of the Covid-19 pandemic, MZ and JHAC worked towards building a case for funding of JHAC by the Government of Ontario. In or around 2020, JHAC solidified the Government of Ontario's support for, and commitment to provide funding in respect of, the model proposed by JHCR. In light of the support indicated by the Government of Ontario, MZ also obtained support from the other existing stakeholders for the shares of the Borrower to be sold to JHCR. As previously mentioned, pursuant to the provisions of the Share Purchase Agreement, 274 (now JHCR) purchased from 223 all of the issued and outstanding shares of the Borrower. A copy of the Share Purchase Agreement (including the amendment) is attached as **Exhibit "E"** to this Affidavit.

27. The transaction under the Share Purchase Agreement was structured as a purchase of shares rather than a sale of assets to enable the efficient transfer of the Borrower to JHCR, together with the continuity of the RHRA License, the existing regulatory track record and protocols, the "bricks and mortar" of the existing Lucan Facility, the land assembly of the other land parcels comprising the Real Property that were necessary to expand the Lucan Facility, the operating staff, the collective bargaining agreement, and the various contracts and intellectual property associated with the operating business. Following closing of the transaction, the RHRA License remained with the Borrower; however, JHCR was required to re-apply for the continuity of the RHRA License in light of the change in ownership of the Borrower.

28. The purchase price for the Shares under the Share Purchase Agreement was nominal. As consideration for the purchase of the Shares, the Borrower and 274 (now continued as JHCR) agreed to contemporaneously, upon closing of the transaction contemplated by the Share Purchase

Agreement, amend the MZ 306 Security (as hereinafter defined), the MZ 307 Security (as hereinafter defined) and the MZ 308 Security (as hereinafter defined) (collectively, the “**MZ Security**”) to, *inter alia*, reflect an increase in the principal amount of certain of the Loans (as hereinafter defined) and add 274 (now JHCR) as a guarantor of all of the Loans thereunder. The principal amount of certain of the Loans was increased to crystallize the interest earned on the Loan as principal.

29. The transaction contemplated by the Share Purchase Agreement and the related amendments to the MZ Security contemporaneously closed on February 7, 2022.

30. JHCR entered into a funding agreement (the “**Transfer Payment Agreement**”) with the Government of Ontario in early 2022. Under that agreement, the Ministry provided approximately \$7,000 per month for each autistic resident of the Lucan Facility. JHAC acted as “transfer agent” with the Government of Ontario to accept funding under the various government programs and remitted the funding to the Borrower to cover costs and overheads, including servicing the Loans (defined below). JHAC collected the funding under the Transfer Payment Agreement and remitted such funding to JHCR which was intended to fund the operations of the Lucan Facility, including servicing the indebtedness owing to MZ.

THE LOAN AND SECURITY

A. MZ 306 Loan

31. Pursuant to a commitment letter dated as of July 4, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021, respectively (collectively, the “**MZ 306 Commitment Letter**”), MZ made available to the Borrower a loan in the principal amount of \$17,262,643.59 (the “**MZ 306 Loan**”). A copy of the MZ 306 Commitment Letter is attached as

Exhibit “F” to this affidavit.

32. The purpose of the MZ 306 Loan was to provide first mortgage financing for the Lucan Facility. The MZ 306 Loan provided a recapitalization of the loan that MZ provided to the previous developer of the Lucan Facility which included advances to acquire certain Real Property and for construction purposes.

33. As of January 28, 2025, the Borrower was indebted to MZ under the MZ 306 Loan in the approximate amount of \$22,123,416 for principal, interest and expenses, excluding legal costs.

34. As security for the Loan, MZ was granted, among other things, the following security (collectively, the “**MZ 306 Security**”):

- (a) a first Charge/Mortgage of Land in the principal amount of \$20,000,000 granted by the Borrower in favour of MZ and secured against the lands and premises municipally known as 135, 139, 141 & 143 Main Street, Lucan, Ontario and legally described in PINs 09702-0294 (LT), 09702-0293 (LT), 09702-0292 (LT) and 09702-0291 (LT) (collectively, the “**Original Charge Lands**”), as registered in the Land Registry Office for the Land Titles Division of Middlesex No. 33 (the “**Registry Office**”) as Instrument No. ER940952 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286485 on February 5, 2020 (collectively, the “**Original First Charge**”), a copy of which is attached as **Exhibit “G”** to this affidavit;
- (b) a General Assignment of Rents granted by the Borrower to MZ in relation to the Original First Charge and registered against title to the Original Charge Lands as

Instrument No. ER940953 on July 25, 2014, a copy of which is attached as **Exhibit “H”** to this affidavit;

- (c) a collateral first Charge/Mortgage of Land in the principal amount of \$20,000,000 granted by the Borrower in favour of MZ and secured against the lands and premises municipally known as 133 Main Street, Lucan, Ontario and legally described in PIN 09702-0295 (LT) (the “**Collateral Charge Lands**”), as registered in the Registry Office as Instrument No. ER1286487 on February 5, 2020 (the “**Collateral First Charge**”), copy of which is attached as **Exhibit “I”** to this affidavit;
- (d) a General Assignment of Rents granted by the Borrower to MZ in relation to the Collateral First Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286488 on February 5, 2020, copy of which is attached as **Exhibit “J”** to this affidavit; and
- (e) a General Security Agreement granted by the Borrower to MZ dated July 21, 2014, a copy of which is attached as **Exhibit “K”** to this affidavit.

B. MZ 307 Loan

35. Pursuant to a commitment letter dated as of July 3, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021, respectively (collectively, the “**MZ 307 Commitment Letter**”), MZ made available to the Borrower a loan in the principal amount of \$8,850,157.40 (the “**MZ 307 Loan**”). The purpose of the MZ 307 Loan was to provide second mortgage financing for the Lucan Facility.

36. As of January 28, 2025, the Borrower was indebted to MZ under the MZ 307 Loan in the approximate amount of \$11,004,806 for principal, interest and expenses, excluding legal costs.

37. As security for the Loan, MZ was granted, among other things, the following security (collectively, the “**MZ 307 Security**”):

- (a) a second Charge/Mortgage of Land securing the principal amount of \$10,000,000 granted by the Borrower in favour of MZ and secured against the Original Charge Lands, as registered in the Land Registry Office as Instrument No. ER940954 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286486 on February 5, 2020 (collectively, the “**Original Second Charge**”), a copy of which is attached as **Exhibit “L”** to this affidavit;
- (b) a General Assignment of Rents granted by the Borrower to MZ in relation to the Original Second Charge and registered against title to the Original Charge Lands as Instrument No. ER940955 on July 25, 2014, a copy of which is attached as **Exhibit “M”** to this affidavit;
- (c) a collateral second Charge/Mortgage of Land in the principal amount of \$10,000,000 granted by the Borrower in favour of MZ and secured against the Collateral Charge Lands, as registered in the Registry Office as Instrument No. ER1286489 on February 5, 2020 (the “**Collateral Second Charge**”), copy of which is attached as **Exhibit “N”** to this affidavit;
- (d) a General Assignment of Rents granted by the Borrower to MZ in relation to the

Collateral Second Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286490 on February 5, 2020, copy of which is attached as **Exhibit “O”** to this affidavit; and

- (e) a General Security Agreement granted by the Borrower to MZ dated July 21, 2014, a copy of which is attached as **Exhibit “P”** to this affidavit.

C. MZ 308 Loan

38. Pursuant to a commitment letter dated as of December 13, 2019, as amended by an amending agreement dated December 22, 2021 (collectively, the “**MZ 308 Commitment Letter**”), MZ made available to the Borrower a loan in the principal amount of \$13,139,839.02 (the “**MZ 308 Loan**”). The purpose of the MZ 308 Loan was to provide third mortgage financing for the Lucan Facility.

39. As of January 28, 2025, the Borrower was indebted to MZ under the MZ 308 Loan in the approximate amount of \$5,139,839.02 for principal, interest and expenses, excluding legal costs.

40. As security for the MZ 308 Loan, MZ was granted, among other things, the following security documents (collectively, the “**MZ 308 Security**”):

- (a) a third Charge/Mortgage of Land securing the principal amount of \$15,000,000 granted by the Borrower in favour of MZ and secured against the Real Property, as registered in the Land Registry Office as Instrument No. ER1286491 on February 5, 2020 (the “**Third Charge**”), a copy of which is attached as **Exhibit “Q”** to this affidavit;

(b) a General Assignment of Rents granted by the Borrower to MZ in relation to the Third Charge and registered against title to the Lands as Instrument No. ER1286492 on February 5, 2020, a copy of which is attached as **Exhibit “R”** to this affidavit; and

(c) a General Security Agreement granted by the Borrower to MZ dated December 23, 2019, a copy of which is attached as **Exhibit “S”** to this affidavit.

41. Pursuant to the MZ 306 Commitment Letter, MZ 307 Commitment Letter and MZ 308 Commitment Letter (collectively, the “**Commitment Letters**”), each of the MZ 306 Loan, the MZ 307 Loan and the MZ 308 Loan (collectively, the “**Loans**”) matured on July 1, 2022 (the “**Maturity Date**”).

42. Each of the Commitment Letters provide that if there is any default under the commitment letter or the security granted in connection therewith, MZ may declare any or all of the obligations to be immediately due and payable and may proceed to realize the security and to enforce its rights, including by initiating proceedings in any court of competent jurisdiction for the appointment of a receiver.

43. Pursuant to the MZ Security, MZ holds charges/mortgages over all of the Real Property and has a security interest in all of the assets, properties and undertakings of the Borrower.

44. Each of the Original First Charge, Collateral First Charge, Original Second Charge, Collateral Second Charge and Third Charge (collectively, the “**Charges**”) provide that, upon the occurrence of an Event of Default, MZ may apply to any court of competent jurisdiction for the appointment of a receiver.

45. The general security agreements granted by the Borrower to MZ (collectively, the “**Borrower GSAs**”) contain identical terms. Pursuant to section 14(a) of the Borrower GSAs, the failure to pay any of the Obligations when due constitutes an event of default. Pursuant to section 15(f) of the Borrower GSAs, upon the occurrence of an event of default, MZ is entitled to apply to any court of competent jurisdiction for the appointment of a receiver.

D. Guarantees given by JHCR

46. 274 (now JHCR) granted the following guarantees in connection with the Loans (collectively, the “**JHCR Guarantees**”):

- (a) a Guarantee and Postponement of Claims dated February 7, 2022, granted in favour of MZ and pursuant to which 274 (now JHCR) guaranteed payment of all of the indebtedness and liabilities of the Borrower to MZ pursuant to the MZ 306 Commitment Letter, a copy of which is attached as **Exhibit “T”** to this affidavit;
- (b) a Guarantee and Postponement of Claims dated February 7, 2022, granted in favour of MZ and pursuant to which 274 (now JHCR) guaranteed payment of all of the indebtedness and liabilities of the Borrower to MZ pursuant to the MZ 307 Commitment Letter, a copy of which is attached as **Exhibit “U”** to this affidavit;
and
- (c) a Guarantee and Postponement of Claims dated February 7, 2022, granted in favour of MZ pursuant to which JHCR guaranteed payment of all of the indebtedness and liabilities of the Borrower to MZ pursuant to the MZ 308 Commitment Letter, a copy of which is attached as **Exhibit “V”** to this affidavit.

47. As security for its obligations as guarantor, 274 (now JHCR) provided general security agreements in favour of MZ, each dated February 7, 2022, which grant a security interest in all present and after-acquired personal property and real property of 274 (now JHCR) (the “**JHCR GSAs**”). Copies of the JHCR GSAs are attached as **Exhibit “W”** to this affidavit.

48. The JHCR GSAs contain identical terms. Pursuant to section 8(p) of the JHCR GSAs, upon the occurrence of an event of default, MZ is entitled to apply to any court of competent jurisdiction for the appointment of a receiver.

E. Guarantees given by 223

49. 223 granted the following guarantees in connection with the Loans (collectively, the “**223 Guarantees**”):

- (a) a Corporate Agreement of Guarantee dated July 21, 2014, given by 223 in connection with the MZ 306 Commitment Letter, pursuant to which 223 guaranteed payment of all of the indebtedness and liabilities of the Borrower to MZ, a copy of which is attached as **Exhibit “X”** to this affidavit;
- (b) a Corporate Agreement of Guarantee dated July 21, 2014, given by 223 in connection with the MZ 307 Commitment Letter, pursuant to which 223 guaranteed payment of all of the indebtedness and liabilities of the Borrower to MZ, a copy of which is attached as **Exhibit “Y”** to this affidavit;
- (c) a Guarantee dated February 7, 2022 in favour of MZ, given by 223 in connection with the MZ 306 Commitment Letter, a copy of which is attached as **Exhibit “Z”** to this affidavit; and

- (d) a Guarantee dated February 7, 2022 in favour of MZ, given by 223 in connection with the MZ 307 Commitment Letter, a copy of which is attached as **Exhibit “AA”** to this affidavit.

50. The guarantees listed in subparagraphs 49(a) and 49(b) were granted by 223 at the time that 223 took over ownership of the shares of the Borrower in September 2013, in order to provide credit support and additional recourse for the Loans made to the Borrower.

51. As security for its obligations as guarantor, 223 provided a general security agreement in favour of MZ, dated July 21, 2014, which granted a security interest in all present and after-acquired personal property and real property of 223 (the “**223 GSA**”). A copy of the 223 GSA is attached as **Exhibit “BB”** to this affidavit.

OTHER CREDITORS

52. I am advised by MZ’s legal counsel, Chaitons LLP (“**Chaitons**”), that the Parcel Registers for the Real Property disclose that, other than the charges/mortgages in favour of MZ, there no charges/mortgages or liens registered on title.

53. Financing statements have been registered in favour of MZ, as secured party, under the *Personal Property Security Act* (Ontario) (the “**PPSA**”) in respect of the Borrower. A copy of the Enquiry Response Certificate for the Borrower, current as of February 6, 2025, (the “**Borrower PPSA Searches**”) is attached as **Exhibit “CC”** to this affidavit.

54. Aside from the PPSA registrations in favour of MZ, the only other PPSA registration against the Borrower is by Bank of Montreal (Reg. No. 20160527 1716 1862 7310; File No. 717060663) in “inventory”, “equipment”, “accounts”, “other” and “motor vehicle included”.

55. Financing statements have been registered in favour of MZ, as secured party, under the PPSA in respect of JHCR. A copy of the Enquiry Response Certificate for the Borrower, current as of February 6, 2025, (the “**JHCR PPSA Searches**”) is attached as **Exhibit “DD”** to this affidavit.

56. Aside from the PPSA registrations in favour of MZ, there are no registrations made by any other party against the Borrower under the PPSA.

EVENTS LEADING UP TO ENFORCEMENT BY MZ

57. The Loans matured on July 1, 2022 (the “**Maturity Date**”) and were not repaid upon maturity.

58. MZ has exhibited tremendous patience towards the Borrower in a myriad of ways, both before and after the Maturity Date, in order to preserve cash flow for the Borrower’s operations until a refinancing could be facilitated. Since the Borrower acquired control of the Lucan Facility pursuant to the Share Purchase Agreement, not a single payment on account of principal or interest has been made to MZ from the Borrower.

59. In or around August 2023, after years of patience and discussions with David and Irene regarding a sale of the Lucan Facility or refinancing of the Loans, MZ began working through the team at McMillan Vantage to liaise with the Government of Ontario to determine whether there was a solution that would see MZ begin to receive repayment of the Loans.

60. In its meetings with the Government of Ontario, MZ advised the Ministry of Children, Community and Social Services (“**Ministry**”) that MZ did not view its ongoing financial situation with JHCR as viable, and that, at a minimum, MZ required ongoing debt service of the Loans. In

addition, MZ needed to see some form of realistic repayment or exit plan established such that the Lucan Facility, and other facilities of its kind, could sustainably provide the housing and services that were being provided by JHCR and which are desperately needed.

61. In 2024, MZ was made aware that the Province of Ontario had raised concerns regarding JHCR and that such concerns were material enough to warrant a Treasury Board audit. Following a Treasury Board audit conducted by the Government of Ontario in 2024, MZ learned that the Government of Ontario had advised JHCR that they were considering terminating the funding for JHCR.

62. By written notice sent in early October 2024, the Ministry informed JHCR that it had decided to terminate the Transfer Payment Agreement effective December 3, 2024 because of ongoing compliance concerns.

63. Following the termination of the Transfer Payment Agreement, JHCR lacked the funds to continue to operate the Lucan Facility. Accordingly, on February 12, 2025, the Lucan Facility's twenty-seven (27) residents with autism and five (5) senior residents were informed that they needed to find alternate housing by the end of that week.

64. By letters dated March 5, 2025, MZ demanded payment of the Loans from the Borrower, JHCR and 223, and sent Notices of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") to the Borrower, JHCR and 223 (the "**244 BIA Notices**"). Copies of the demand letters and the 244 BIA Notices in connection with the Loans are attached collectively as **Exhibit "EE"** to this affidavit.

65. On March 8, 2025, after the Lucan Facility had been vacated, a property manager visited

the Lucan Facility on behalf of MZ and arranged for the locks to be changed to preserve and protect the property.

JUST AND CONVENIENT TO APPOINT A RECEIVER

66. The Borrower is in default under the terms of the Commitment Letters and the MZ Security. The Loans matured on July 1, 2022 and were not repaid upon maturity.

67. As of January 28, 2025, the Borrower owed approximately \$38,006,291.16 to MZ.

68. MZ has demanded repayment of the total indebtedness and has issued the 244 BIA Notices. The notice period under the 244 BIA Notices has elapsed.

69. Following a Treasury Board Audit, the Ministry terminated the Transfer Payment Agreement effective December 3, 2024 because of what has been reported in the media as “compliance concerns”. Without the funding available through the Transfer Payment Agreement, the Borrower is unable to operate the Lucan Facility and generate any cash flow. Following the termination of the Transfer Payment Agreement, all of the residents of the Lucan Facility have vacated the Lucan Facility. Accordingly, MZ has lost all confidence in the Borrower and its ability to ever repay the Loans.

70. The sale of the Real Property appears to be the only viable option remaining to ensure that the Loans, or some portion thereof, are repaid in the near term.

71. The amount of the indebtedness owing by the Borrower to MZ is significant. MZ is concerned about its position further eroding given the accruing interest on the Loans and the risk of further deterioration in the market.

72. The Commitment Letters and Charges provide that, upon the occurrence of an Event of Default, MZ may apply to any court of competent jurisdiction for the appointment of a receiver.

73. The Borrower GSAs and the JHCR GSAs provide that, among other things, upon the occurrence of an event of default, MZ is entitled to seek the appointment of a receiver of the present and future undertaking and property, both real and personal, of the Borrower.

74. In furtherance of its contractual rights, MZ seeks to enforce its MZ Security through the appointment by the Court of TDB as receiver of all of the assets, undertakings and properties of the Borrower and JHCR, including the Real Property.

75. In these circumstances, I believe it is in the best interests of MZ and of the Borrower's and JHCR's creditors and stakeholders generally that a receiver be appointed to take control over and realize on the Borrower's and JHCR's properties, assets, and undertakings, including the Real Property in a timely manner.

76. MZ is of the view that a Court-supervised process will provide transparency and will maximize value for all stakeholders. MZ is also of the view that it would be beneficial to all parties for the Real Property to be sold in an orderly, efficient and transparent Court-supervised process.

77. The Real Property, which is comprised of lands on which the Lucan Facility is located and certain abutting lands, is unique property which will attract only a certain cohort of potential purchasers. Selling the Real Property will benefit from the specialized expertise of a receiver to list and market the Real Property, which may include the receiver retaining a commercial real estate brokerage.

78. In light of the foregoing, I believe that the appointment of the proposed Receiver is just

and convenient.

79. MZ proposes that TDB be appointed as Receiver. A copy of TDB's consent to act as Receiver is attached as **Exhibit "FF"** to this affidavit.

80. I swear this affidavit in support of MZ's application to appoint the Receiver and for no other improper purpose.

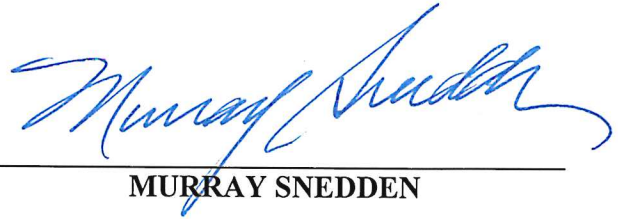
SWORN BEFORE ME over videoconference on this 17th day of April, 2025. The affiant was located in the City of Richmond Hill in the Province of Ontario and the commissioner was located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance O. Reg. 431/20, Administering Oath or Declaration Remotely



MALEEHA ANWAR

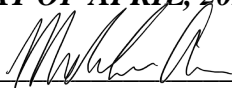
Commissioner for Taking Affidavits
(or as may be)

Maleeha Nadim Anwar,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires September 27, 2027.



MURRAY SNEDDEN

***THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael A. ...", written over a horizontal line.

A Commissioner Etc.



Ministry of Public and
Business Service Delivery

Profile Report

2301402 ONTARIO LIMITED as of January 27, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2301402 ONTARIO LIMITED
Ontario Corporation Number (OCN)	2301402
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 05, 2011
Registered or Head Office Address	139 Main Street, Lucan, Ontario, N0M 2J0, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)

Name IRENKA BODANIS
Address for Service 3-1750 The Queensway, 1253, Etobicoke, Ontario, M9C5H5,
Canada
Resident Canadian Yes
Date Began October 19, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name

IRENKA BODANIS

Position

President

Address for Service

3-1750 The Queensway, 1253, Etobicoke, Ontario, M9C5H5,
Canada

Date Began

October 19, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

2301402 ONTARIO LIMITED

Effective Date

October 05, 2011

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

Name	PRINCE GEORGE RETIREMENT RESIDENCE
Business Identification Number (BIN)	230999336
Status	Inactive - Expired
Registration Date	October 10, 2013
Expired Date	October 09, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Archive Document Package	July 26, 2024
CIA - Notice of Change PAF: IRENKA BODANIS	July 22, 2024
CIA - Notice of Change PAF: SHARMIN IMRAN	July 19, 2024
CIA - Notice of Change PAF: Irenka BODANIS	April 07, 2022
Annual Return - 2020 PAF: GREG ZEHR - DIRECTOR	January 17, 2021
Annual Return - 2019 PAF: GREG ZEHR - DIRECTOR	September 20, 2020
Annual Return - 2018 PAF: GREG ZEHR - DIRECTOR	May 05, 2019
Annual Return - 2017 PAF: GREG ZEHR - DIRECTOR	May 13, 2018
Annual Return - 2016 PAF: DAVID MARSHALL - DIRECTOR	April 16, 2017
Annual Return - 2015 PAF: DAVID MARSHALL - DIRECTOR	July 24, 2016
Annual Return - 2014 PAF: DAVID MARSHALL - DIRECTOR	August 29, 2015
Annual Return - 2013 PAF: DAVID MARSHALL - DIRECTOR	November 08, 2014
Annual Return - 2012 PAF: DAVID MARSHALL - DIRECTOR	August 30, 2014

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Annual Return - 2013 PAF: DAVID MARSHALL - DIRECTOR	July 26, 2014
CIA - Notice of Change PAF: DAVID MARSHALL - OFFICER	September 13, 2013
CIA - Notice of Change PAF: DAVID MARSHALL - OFFICER	September 13, 2013
CIA - Initial Return PAF: PAUL SISKIND - OTHER	November 14, 2011
BCA - Articles of Incorporation	October 05, 2011

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

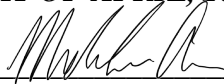
V. Quintanilla W.

Director/Registrar

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***THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME***

***THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael R.", is written over a horizontal line.

A Commissioner Etc.



Ministry of Public and
Business Service Delivery

Profile Report

JAKE'S HOUSE COMMUNITY RESIDENCES as of January 27, 2025

Type	Not-for-Profit Corporation
Name	JAKE'S HOUSE COMMUNITY RESIDENCES
Ontario Corporation Number (OCN)	2745859
Governing Jurisdiction	Canada - Ontario
Former Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	March 02, 2020
Date of Continuance	February 12, 2024
Registered or Head Office Address	5750 Explorer Drive, Unit 102, Mississauga, Ontario, L4W0A9, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors 3
Maximum Number of Directors 10

Active Director(s)

Name DAVID BODANIS
Address for Service 11 King Georges Dr, Toronto, Ontario, M6M 2H1, Canada
Date Began February 12, 2024

Name IRENKA BODANIS
Address for Service 11 King Georges Dr, Toronto, Ontario, M6M 2H1, Canada
Date Began February 12, 2024

Name RICHARD LATORRE
Address for Service 6862 Shade House Court, Mississauga, Ontario, L5W1C1, Canada
Date Began February 12, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name

DAVID BODANIS

Position

Chair

Address for Service

11 King Georges Drive, Toronto, Ontario, M6M2H1, Canada

Date Began

February 12, 2024

Name

IRENKA BODANIS

Position

Vice-Chair

Address for Service

11 King Georges Drive, Toronto, Ontario, M6M2H1, Canada

Date Began

February 12, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

JAKE'S HOUSE COMMUNITY RESIDENCES

Effective Date

February 12, 2024

Previous Name

2745859 ONTARIO INC.

Effective Date

March 02, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

Name	JAKE'S HOUSE COMMUNITY RESIDENCE
Business Identification Number (BIN)	1000487936
Registration Date	March 27, 2023
Expiry Date	March 26, 2028

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: DAVID BODANIS	September 16, 2024
CIA - Initial Return PAF: DAVID BODANIS	May 10, 2024
Archive Document Package	February 16, 2024
Other - NFPCA - Articles of Continuance	February 12, 2024
CIA - Notice of Change PAF: David BODANIS	May 26, 2022
BCA - Articles of Incorporation	March 02, 2020

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

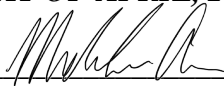
V. Quintanilla W.

Director/Registrar

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***THIS IS EXHIBIT "C" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME***

***THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. White", is written over a horizontal line.

A Commissioner Etc.



Ministry of Public and
Business Service Delivery

Profile Report

JAKES HOUSE FOR AUTISTIC CHILDREN as of April 03, 2025

Type	Not-for-Profit Corporation
Name	JAKES HOUSE FOR AUTISTIC CHILDREN
Ontario Corporation Number (OCN)	1551519
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation/Amalgamation	December 11, 2002
Registered or Head Office Address	Attention/Care of JENNIFER JOSEPH, 5750 Explorer Drive, Suite 102, Mississauga, Ontario, L4W 5K9, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors
Maximum Number of Directors

[Not Provided]
[Not Provided]

Active Director(s)

Name

Address for Service

Date Began

E WILLIAMS EVERTON

70 Clouston Ave., Toronto, Ontario, M9N 1A7, Canada

July 27, 2021

Name

Address for Service

Date Began

CHRIS GENUIS

95 Crendon Drive, Etobicoke, Ontario, M9C3H5, Canada

October 25, 2023

Name

Address for Service

Date Began

KAITLYN LEEB

367 Deloraine Ave, Toronto, Ontario, M5M 2B7, Canada

August 09, 2022

Name

Address for Service

Date Began

ALEX LI

101 Prospectors Drive, Markham, Ontario, L6C 2A5, Canada

March 03, 2022

Name

Address for Service

Date Began

MYRON ANTHONY MALLIA-DARE

106 St. George Street, Etobicoke, Ontario, M8Z 3Y7, Canada

July 24, 2024

Name

Address for Service

Date Began

JOHN MANDARINO

85 Kortright Place , Woodbridge, Ontario, L4L 8S6, Canada

July 24, 2024

Name

Address for Service

Date Began

ANDREW SIMON

118 Glencarin Avenue, Toronto, Ontario, M4R 1M9, Canada

April 11, 2019

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Name
Address for Service
Date Began

SARA YOUSEFI
384 Davenport Road, Toronto, Ontario, M4V 1B4, Canada
February 07, 2019

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name	LEN DELIA
Position	Chairman
Address for Service	374 Parkland Road, Oakville, Ontario, L6H 4J3, Canada
Date Began	October 30, 2020

Name	JENNIFER JOSEPH
Position	Chief Executive Officer
Address for Service	1072 Homeric Drive, Mississauga, Ontario, L4Y 2G1, Canada
Date Began	January 05, 2015

Name	PATRICIA PEARSON
Position	President
Address for Service	33 Montreal Circle, Stoney Creek, Ontario, L8E 0E1, Canada
Date Began	October 30, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

Effective Date

JAKES HOUSE FOR AUTISTIC CHILDREN
December 11, 2002

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

Name	JAKE'S HOUSE
Business Identification Number (BIN)	1001083869
Registration Date	December 06, 2024
Expiry Date	December 05, 2029

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

Name	JAKES HOUSE FOR CHILDREN WITH AUTISM
Business Identification Number (BIN)	270686256
Status	Inactive - Expired
Registration Date	June 20, 2017
Expired Date	June 19, 2022

Name	JAKE'S HOUSE
Business Identification Number (BIN)	291166841
Status	Inactive - Expired
Registration Date	October 31, 2019
Expired Date	October 30, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: JENNIFER JOSEPH	September 06, 2024
CIA - Notice of Change PAF: Jennifer JOSEPH	September 20, 2022
CIA - Notice of Change PAF: JENNIFER JOSEPH - OFFICER	September 29, 2021
CIA - Notice of Change PAF: JENNIFER JOSEPH - OTHER	December 16, 2020
CIA - Notice of Change PAF: JENNIFER ASHLEY JOSEPH - OTHER	January 10, 2020
CIA - Notice of Change PAF: JENNIFER A JOSEPH - DIRECTOR	June 27, 2019
CIA - Notice of Change PAF: JENNIFER JOSEPH - DIRECTOR	April 26, 2018
CIA - Notice of Change PAF: DAVID JOHN BODANIS - DIRECTOR	June 15, 2017
CIA - Notice of Change PAF: IRENKA BODANIS - DIRECTOR	January 15, 2015
CIA - Requirement to File 7	November 28, 2014
CIA - Notice of Change PAF: IRENKA BODANIS - DIRECTOR	November 26, 2014
CA - Application for Incorporation Non-Share	December 11, 2002

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

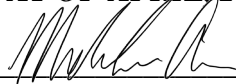
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V. Quintanilla W.

Director/Registrar

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***THIS IS EXHIBIT "D" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael A. ...", written over a horizontal line.

A Commissioner Etc.

PROPERTY DESCRIPTION: LTS 254 & 255, PL 188 ; LUCAN BIDDULPH TWP

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1996/05/27

OWNERS' NAMES

2301402 ONTARIO LIMITED

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div>**EFFECTIVE 2000/07/29</div><div>THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/05/27 ON THIS PIN**</div><div>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/05/27**</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</div><div>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</div><div>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES</div><div>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</div><div>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</div><div>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</div><div>** CONVENTION.</div><div>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</div><div>**DATE OF CONVERSION TO LAND TITLES: 1996/05/27 **</div></div>						
ER938718	2014/07/11	TRANSFER	\$375,000	PETRIE, JOHN EDWARD PETRIE, JULIE MELISSA	2301402 ONTARIO LIMITED	C
ER940952	2014/07/25	CHARGE	\$11,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER940953	2014/07/25	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940952						
ER940954	2014/07/25	CHARGE	\$4,500,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER940955	2014/07/25	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940954						
ER1223248	2019/03/06	BYLAW DEEM PLNP		THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH		C
REMARKS: BY-LAW NO. 04-2019 BEING A DEEMING BY-LAW FOR 135 AND 143 MAIN STREET, VILLAGE OF LUCAN 2301402 ONTARIO LIMITED PRINCE GEORGE RETIREMENT RESIDENCE						

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER1286485	2020/02/05	NOTICE	\$2	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940952						
ER1286486	2020/02/05	NOTICE	\$2	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940954						
ER1286491	2020/02/05	CHARGE	\$15,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER1286492	2020/02/05	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286491						
ER1286705	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286486 TO ER1286485						
ER1286706	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286491 TO ER1286486						
ER1286707	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286491 TO ER1286485						
ER1491420	2022/09/26	NO CHNG ADDR INST		MARSHALLZEHR GROUP INC.		C
REMARKS: ER1286485,ER1286486,ER1286491,ER1286492,ER940952,ER940953,ER940954,ER 940955						

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION: LT 256, PL 188 ; LUCAN BIDDULPH TWP.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1996/05/27

OWNERS' NAMES

2301402 ONTARIO LIMITED

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div>**EFFECTIVE 2000/07/29</div><div>THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/05/27 ON THIS PIN**</div><div>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/05/27**</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</div><div>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</div><div>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES</div><div>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</div><div>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</div><div>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</div><div>** CONVENTION.</div><div>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</div><div>**DATE OF CONVERSION TO LAND TITLES: 1996/05/27 **</div></div>						
ER791817	2011/10/17	TRANSFER	\$175,000	FINCORE CONSULTING INC.	2301402 ONTARIO LIMITED	C
ER940952	2014/07/25	CHARGE	\$11,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER940953	2014/07/25	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940952						
ER940954	2014/07/25	CHARGE	\$4,500,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER940955	2014/07/25	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940954						
ER1223247	2019/03/06	BYLAW DEEM PLNP		THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH		C
REMARKS: BEING A DEEMING BYLAW FOR 139 & 140 MAIN STREET, VILLAGE OF LUCAN						

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER1286485	2020/02/05	NOTICE	\$2	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940952						
ER1286486	2020/02/05	NOTICE	\$2	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940954						
ER1286491	2020/02/05	CHARGE	\$15,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER1286492	2020/02/05	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286491						
ER1286705	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286486 TO ER1286485						
ER1286706	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286491 TO ER1286486						
ER1286707	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286491 TO ER1286485						
ER1491420	2022/09/26	NO CHNG ADDR INST		MARSHALLZEHR GROUP INC.		C
REMARKS: ER1286485,ER1286486,ER1286491,ER1286492,ER940952,ER940953,ER940954,ER 940955						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION: LTS 257 & 258, PL 188 ; LUCAN BIDDULPH TWP.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1996/05/27

OWNERS' NAMES

2301402 ONTARIO LIMITED

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div>**EFFECTIVE 2000/07/29</div><div>THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/05/27 ON THIS PIN**</div><div>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/05/27**</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</div><div>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</div><div>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</div><div>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</div><div>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</div><div>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</div><div>** CONVENTION.</div><div>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</div><div>**DATE OF CONVERSION TO LAND TITLES: 1996/05/27 **</div></div>						
704419	1985/07/05	AGREEMENT			THE CORPORATION OF THE VILLAGE OF LUCAN	C
ER791818	2011/10/17	TRANSFER	\$1,338,611	1343975 ONTARIO INC.	2301402 ONTARIO LIMITED	C
ER940952	2014/07/25	CHARGE	\$11,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER940953	2014/07/25	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940952						
ER940954	2014/07/25	CHARGE	\$4,500,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER940955	2014/07/25	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940954						
ER1223247	2019/03/06	BYLAW DEEM PLNP		THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH		C

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LAND
REGISTRY
OFFICE #33

09702-0293 (LT)

PAGE 2 OF 2
PREPARED FOR dafroz01
ON 2025/01/27 AT 15:45:23

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER1286485	2020/02/05	NOTICE	\$2	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER1286486	2020/02/05	NOTICE	\$2	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER1286491	2020/02/05	CHARGE	\$15,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER1286492	2020/02/05	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER1286705	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
ER1286706	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
ER1286707	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
ER1491420	2022/09/26	NO CHNG ADDR INST		MARSHALLZEHR GROUP INC.		C
REMARKS: BEING A DEEMING BYLAW FOR 139 & 140 MAIN STREET, VILLAGE OF LUCAN REMARKS: ER940952 REMARKS: ER940954 REMARKS: ER1286491 REMARKS: ER1286486 TO ER1286485 REMARKS: ER1286491 TO ER1286486 REMARKS: ER1286491 TO ER1286485 REMARKS: ER1286485, ER1286486, ER1286491, ER1286492, ER940952, ER940953, ER940954, ER 940955						

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION: LT 259, PL 188 ; LUCAN BIDDULPH TWP.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1996/05/27

OWNERS' NAMES

2301402 ONTARIO LIMITED

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/05/27 ON THIS PIN**</div><div>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/05/27**</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</div><div>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</div><div>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</div><div>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</div><div>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</div><div>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</div><div>** CONVENTION.</div><div>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</div><div>**DATE OF CONVERSION TO LAND TITLES: 1996/05/27 **</div></div>						
ER940936	2014/07/25	TRANSFER	\$240,000	2233525 ONTARIO INC.	2301402 ONTARIO LIMITED	C
ER940952	2014/07/25	CHARGE	\$11,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER940953	2014/07/25	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940952						
ER940954	2014/07/25	CHARGE	\$4,500,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER940955	2014/07/25	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940954						
ER1223248	2019/03/06	BYLAW DEEM PLNP		THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH		C
REMARKS: BY-LAW NO. 04-2019 BEING A DEEMING BY-LAW FOR 135 AND 143 MAIN STREET, VILLAGE OF LUCAN 2301402 ONTARIO LIMITED PRINCE GEORGE RETIREMENT RESIDENCE						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER1286485	2020/02/05	NOTICE	\$2	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940952						
ER1286486	2020/02/05	NOTICE	\$2	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER940954						
ER1286491	2020/02/05	CHARGE	\$15,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER1286492	2020/02/05	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286491						
ER1286705	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286486 TO ER1286485						
ER1286706	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286491 TO ER1286486						
ER1286707	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286491 TO ER1286485						
ER1491420	2022/09/26	NO CHNG ADDR INST		MARSHALLZEHR GROUP INC.		C
REMARKS: ER1286485,ER1286486,ER1286491,ER1286492,ER940952,ER940953,ER940954,ER 940955						

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION: LT 260, PL 188 ; LUCAN BIDDULPH TWP.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1996/05/27

OWNERS' NAMES

2301402 ONTARIO LIMITED

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/05/27 ON THIS PIN**</div><div>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/05/27**</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</div><div>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</div><div>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</div><div>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</div><div>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</div><div>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</div><div>** CONVENTION.</div><div>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</div><div>**DATE OF CONVERSION TO LAND TITLES: 1996/05/27 **</div></div>						
ER1183303	2018/07/30	TRANSFER	\$270,000	THOMSON, BRENDA LYNN THOMSON, DAVID GRAHAM	2301402 ONTARIO LIMITED	C
ER1286487	2020/02/05	CHARGE	\$20,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER1286488	2020/02/05	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286487						
ER1286489	2020/02/05	CHARGE	\$10,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER1286490	2020/02/05	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
REMARKS: ER1286489						
ER1286491	2020/02/05	CHARGE	\$15,000,000	2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C
ER1286492	2020/02/05	NO ASSGN RENT GEN		2301402 ONTARIO LIMITED	MARSHALLZEHR GROUP INC.	C

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LAND
REGISTRY
OFFICE #33

09702-0295 (LT)

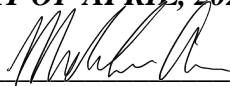
PAGE 2 OF 2
PREPARED FOR dafroz01
ON 2025/01/27 AT 15:43:48

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER1286708	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
ER1286709	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
ER1286710	2020/02/05	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MARSHALLZEHR GROUP INC.	C
ER1491420	2022/09/26	NO CHNG ADDR INST		MARSHALLZEHR GROUP INC.		C

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

***THIS IS EXHIBIT "E" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael A. ...", is written over a horizontal line.

A Commissioner Etc.

SHARE PURCHASE AGREEMENT

THIS AGREEMENT made as of the 19th day of October, 2020.

BETWEEN:

2745859 ONTARIO INC.
(hereinafter called the "**Purchaser**")

- and -

2233525 ONTARIO INC.
(hereinafter called the "**Vendor**")

WHEREAS:

- A. The Vendor is the registered and beneficial owner of two thousand (2,000) Common shares, being all of the issued and outstanding shares (collectively, the "**Shares**") in the capital of 2301402 Ontario Limited (the "**Corporation**"); and
- B. The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Shares in accordance with and subject to the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the sum of Two (\$2.00) Dollars of lawful money of Canada and other good and valuable consideration now paid by each of the Parties hereto to one another (the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto), the Parties hereto covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1 Definitions. In this Agreement, the following terms shall have the meanings set out below unless the context clearly indicates otherwise.
- (1) "**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to control a Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" shall have a similar meaning;
 - (2) "**Agreement**" means the within Agreement, together with any schedules attached hereto, as it may be amended or supplemented from time to time, and the expressions "**hereof**", "**herein**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;
 - (3) "**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, any Law relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part) by

any Person having jurisdiction over it, or charged with its administration or interpretation;

- (4) **"Assets"** means all the properties, assets, interests and rights, if any, of the Corporation including, without limitation, the following:
 - (a) the Purchased Assets;
 - (b) the Receivables;
 - (c) all rights and interests under or pursuant to all warranties, representations and guarantees, express, implied or otherwise, of or made by suppliers or others in connection with the Assets; and
 - (d) the Personal Property Assets.
- (5) **"Assumed Contracts"** means all contracts, agreements and arrangements (whether oral or written) used exclusively in or otherwise related exclusively to the Purchased Business to which the Corporation is a party or by which the Corporation is bound, including the Benefit Plans, the Leases, the Personal Property Leases and the Collective Agreement;
- (6) **"Assumed Employees"** means collectively, the Assumed Salaried Employees and the Unionized Employees;
- (7) **"Assumed Liabilities"** means (i) all obligations and liabilities of the Vendor under the Assumed Contracts and (ii) the Employee Liabilities that are the subject of the Employee Liabilities Adjustment and Employee Liabilities that arise in respect of the period following Closing;
- (8) **"Base Amount"** has the meaning ascribed thereto in Section 2.2 hereof;
- (9) **"Benefit Plans"** means any plan, arrangement, agreement, program, policy, practice or undertaking, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, registered or unregistered, that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, supplemental pension, retirement, stock option, stock purchase, stock appreciation, share unit, phantom stock, deferred compensation, health, welfare, medical, dental, disability, life insurance and any similar plans, programs, arrangements or practices, in each case (a) for the benefit of the Employees or former employees, officers or directors of the Corporation or other individuals who are receiving remuneration for work or services provided to the Corporation relating to the Purchased Business who are not Employees (or any spouses, dependents, survivors or beneficiaries of such individuals), or (b) that are maintained, sponsored or funded by the Corporation or (c) under which the Corporation has, or will have, any liability or contingent liability, provided that a Benefit Plan shall not include any statutory benefit plans which the Corporation is required to participate in or comply with, including the Canada and Ontario Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;
- (10) **"Books and Records"** means all books, records, files and papers of the Corporation including

drawings, engineering information, computer programs (including source code), software programs, manuals and data, sales and advertising materials, sales and purchase correspondence, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and the minute and share certificate books of the Corporation, and all copies and recordings of the foregoing;

- (11) **"Business Day"** means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- (12) **"Business Name"** means the business name or style of the Purchased Business;
- (13) **"CASL Consents"** means all consents, if any, obtained by or granted in favour of the Corporation in connection with the operation of the Purchased Business pursuant to Canada's Anti-Spam Legislation (*An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, S.C. 2010, c. 23);
- (14) **"Claims"** means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a substantial indemnity basis and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever;
- (15) **"Closing"** means the successful completion of the Transaction hereunder;
- (16) **"Closing Date"** means ten (10) Business Days following satisfaction of the RHA License Closing Conditions, or such other sooner or later date as the Parties may mutually agree to;
- (17) **"Collective Agreement"** means the collective agreement relating to the Purchased Business with Unifor Canada and all related documents including all benefit agreements, letters of understanding, letters of intent and other written communications with bargaining agents relating to the Assumed Employees by which the Vendor is bound or which impose any obligations upon the Vendor or set out the understanding of the Parties with respect to the meaning of any provisions of such collective agreement;
- (18) **"Confidential Information"** has the meaning ascribed thereto in Section 6.4 hereof;
- (19) **"Consent"** means any consent, approval, permit, waiver, ruling, exemption or acknowledgement from any Person (other than the Vendor) which is provided for or required (a) in respect of or pursuant to the terms of any Contract or (b) under any Applicable Law, in either case in connection with the sale of the Shares to the Purchaser on the terms contemplated in this Agreement or which is otherwise necessary to permit the Parties to perform their respective obligations under this Agreement;
- (20) **"Corporation's Auditors"** means Ernst & Young LLP or any other professional accounting firm the vendor may designate at their full and unfettered discretion;

- (21) **"Current Assets"** means the portion of the Assets consisting of all cash on hand, bank balances, or monies in possession of banks, owned or held by, or on the account of the Corporation, Receivables (net of doubtful accounts determined in accordance with GAAP and past practice of the Corporation), prepaid expenses and deposits and income taxes recoverable;
- (22) **"Current Liabilities"** means the portion of the Liabilities consisting of accounts payable and accrued liabilities (as determined in amount in accordance with GAAP and past practice of the Corporation), bank debt, income taxes, resident deposits on hand and government remittances payable;
- (23) **"Current Ratio"** means the ratio of Current Assets to the Liabilities to any Person that the Corporation is dealing with at arm's length;
- (24) **"Employee Liabilities"** means all wages, retro-active wages, lump sum awards, statutory deductions, remittances, assessments, bonuses, vacation pay, sick pay or leave, severance pay, termination pay, amounts paid in lieu of notice, including, without limitation, pension plan contributions and any other amounts required to be paid in respect of pension plans in which the Assumed Employees participate;
- (25) **"Earnout Amount"** has the meaning ascribed thereto in Section 2.5(b) hereof;
- (26) **"Earnout Ceiling"** has the meaning ascribed thereto in Section 2.5(a)(ii) hereof
- (27) **"Employee Liabilities Adjustment"** means a reduction to the Purchase Price for all unpaid Employee Liabilities up to the Closing Date other than severance pay, termination pay, pay in lieu of notice, sick pay or sick leave;
- (28) **"Employees"** means collectively, the Salaried Employees and the Unionized Employees;
- (29) **"Encumbrances"** means any lien, mortgage, charge, hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, encumbrance, claim, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to the Lands and/or the Shares, as applicable;
- (30) **"Environmental Laws"** means Applicable Law in respect of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Hazardous Materials;
- (31) **"ETA"** means the *Excise Tax Act* (Canada);
- (32) **"Execution Date"** means the date upon which this Agreement is executed by each of the Parties hereto;
- (33) **"Existing Mortgages"** means collectively, the (i) first mortgage registered against title to the Lands as Instrument No. ER940952 on July 25, 2014 in favour of MarshallZehr Group Inc. (together with Notice of a General Assignment of Rents registered as Instrument No. ER940953), (ii) second mortgage registered against title to the Lands as Instrument No. ER940954 on July 25, 2014 in favour of MarshallZehr Group Inc. (together with Notice of a General Assignment of Rents

registered as Instrument No. ER940955) and (iii) third mortgage registered against title to the Lands as Instrument No. ER1286491 on February 5, 2020 in favour of MarshallZehr Group Inc. (together with a Notice of a General Assignment of Rents registered as Instrument No. ER1286492);

- (34) **"Existing Retirement Home"** means the retirement residence now known as "Prince George Retirement Residence" situated on the Existing Retirement Home Lands;
- (35) **"Existing Retirement Home Lands"** means those lands and premises municipally known as 139 Main Street, Lucan, Ontario and legally described in PIN 09702-0293 (LT);
- (36) **"Existing RHA License"** means the existing license issued by the RHRA in favour of the Corporation, which license presently entitles the Corporation to operate the Purchased Business on the Lands;
- (37) **"Final Current Assets Amount"** means the actual amount of the Current Assets as at the Closing Date;
- (38) **"Final Current Liabilities Amount"** means the actual amount of the Current Liabilities as at the Closing Date;
- (39) **"Final Net Working Capital"** means the Final Current Assets Amount less the Final Current Liabilities Amount;
- (40) **"GAAP"** means at any time, the "new GAAP Standard" of generally accepted accounting principles in Canada, applied on a consistent basis, and statements and interpretations (if applicable) issued by the Canadian Institute of Chartered Accountants or any successor body in effect from time to time, based on the Accounting Standards for Private Enterprises (ASPE);
- (41) **"Governmental Authority"** or **"Governmental Authorities"** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Lands, the Transaction and/or one or both of the Parties hereto and shall include a board or association of insurance underwriters;
- (42) **"Hazardous Materials"** means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Governmental Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in or contemplated in Applicable Law, relating to environmental, health and/or safety matters;
- (43) **"HST"** means any goods and services tax, harmonized sales tax or similar value added tax exigible or applicable in Ontario pursuant to the ETA as it may relate to the Transaction;

- (44) **"Information Technology"** means (a) all computer hardware and software used in connection with the Purchased Business, including all rights under licenses and other agreements or instruments relating thereto; and (b) all cabling and connections used in connection with such hardware and software;
- (45) **"Interim Current Assets Amount"** means the Vendor's good faith estimate of the aggregate of the amounts of the Current Assets as at the Closing Date;
- (46) **"Interim Current Liabilities Amount"** means the Vendor's good faith estimate of the aggregate of the amounts of the Current Liabilities as at the Closing Date;
- (47) **"Interim Net Working Capital"** means the Interim Current Assets Amount less the Interim Assumed Liabilities Amount;
- (48) **"Inventories"** means the inventories of and pertaining to the Purchased Business, including, without limiting the generality of the foregoing, new and unused major maintenance items, food and beverages and all other materials and supplies on hand to be used in connection with such Purchased Business;
- (49) **"ITA"** means the *Income Tax Act* (Canada) as amended or any successor legislation;
- (50) **"Lands"** or **"Premises"** means collectively, the Existing Retirement Home Lands including, without limitation, all easements, licenses and/or rights of way, in favour of or benefitting the Lands or any part thereof;
- (51) **"Law"** means any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law;
- (52) **"Leases"** means all letters of intent, agreements to lease or sublease, offers to lease or sublease, leases, subleases, renewals and/or extensions of lease and other rights, including licenses, concessions, subleases or occupancy agreements, granted by or on behalf of, or which bind the Corporation or its predecessors in title, and which entitle any Person other than the lessor to use, possess or occupy any space within the Premises (other than an easement or right of way in the nature of an easement), together with all security, guarantees and indemnities relating thereto, in each case as amended, renewed, extended or otherwise varied and **"Lease"** means any one of the Leases;
- (53) **"Legal Proceeding"** means any litigation, action, application, suit, investigation, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review;
- (54) **"Liabilities"** means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, Applicable Law and Taxes;

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- (55) **"Licenses"** means all licenses, permits, filings, authorizations, approvals or indicia of authority issued to the Corporation but excluding the Existing RHA License;
- (56) **"New RHA License"** means a license to be issued by the RHRA in favour of the Purchaser pursuant to the RHA entitling the Purchaser to operate the Purchased Business effective as of Closing;
- (57) **"Other Materials"** has the meaning ascribed thereto in Section 4.4(b)(iv) hereof;
- (58) **"Parties"** means, collectively, the Purchaser and the Vendor and **"Party"** means either one of them;
- (59) **"Permitted Encumbrances"** means:
 - (a) liens for taxes, rates, assessments or governmental charges or levies not yet due and payable (however the Corporation shall prepay all local improvement charges assessed or set prior to the Closing Date, which are not payable until after the Closing Date);
 - (b) easements, covenants, rights of way and other restrictions which are registered;
 - (c) registered agreements with Governmental Authorities provided that they have been complied with in all material respects or adequate security has been furnished to secure compliance and provided that they do not, in the aggregate, materially impair the continued use of the Lands to which they relate after the Closing Date on substantially the same basis as the Lands are currently being used;
 - (d) encumbrances which are not capable of being removed from title to the Lands prior to Closing;
 - (e) the reservations in the original grant or grants from the Crown, statutory exceptions to title and liens for provincial and municipal taxes, charges, rates and assessments not yet due and payable or which are being contested in good faith by the Vendor;
 - (f) easements, rights of way, Licenses, restrictions and other similar rights so long as the use or proposed use of the Lands is not materially and adversely affected thereby;
 - (g) airport Zoning Regulations;
 - (h) subdivision control by-laws; and
 - (i) minor title defects which in the aggregate do not materially affect the marketability of the Lands.
- (60) **"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, any Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity;
- (61) **"Personal Property"** means all machinery, equipment, furniture, tools, vehicles, fixtures, accessories, food and supplies of any kind and other chattels, in each case used in carrying on the

Purchased Business otherwise located on the Premises;

(62) **“Personal Property Assets”** means collectively, the following:

- (a) the Leases;
- (b) the Personal Property;
- (c) the Personal Property Leases;
- (d) the Inventories;
- (e) the Assumed Contracts;
- (f) the Licenses;
- (g) all rights and interests under or pursuant to all written warranties, representations and guarantees of or made by suppliers to others in connection with the Purchased Assets or otherwise arising from the operation of the Purchased Business;
- (h) the Prepaid Expenses;
- (i) all the right, title, benefit and interest of the Corporation in and to the BusinessName;
- (j) all Books and Records;
- (k) the Rights;
- (l) the goodwill of the Purchased Business; if any
- (m) the Information Technology;
- (n) the Petty Cash;
- (o) all plans and specifications in the Corporation’s possession and under its control relating to the Existing Retirement Home;
- (p) all other property, assets and rights, tangible or intangible, owned by the Vendor and which are used exclusively in the operation of the Purchased Business;and
- (q) the CASL Consents, if any. Notwithstanding the foregoing and/or anything contained herein to the contrary in the Agreement, including without limitation, any covenant, representation and/or warranty, the Vendor makes no representation or warranty whatsoever as to the validity, status, legal effectiveness, extent or scope of any CASL Consents.

(63) **“Personal Property Leases”** means all Leases relating to the Personal Property of the Corporation,

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including without limitation those in possession by other Persons;

- (64) **"Petty Cash"** means petty cash, if any, maintained by the Corporation on the Premises intended for small, incidental purchases or sales in the ordinary course of the Purchased Business;
- (65) **"Prepaid Expenses"** means the unused portion of amounts prepaid by or on behalf of the Corporation relating to the Purchased Business or the Purchased Assets including taxes, assessments, rates and charges, utilities, rents, tenant allowances, and deposits with any public utility or any Governmental Authority, but excluding (a) income or other taxes which are personal to the Vendor, and (b) any fees or charges with respect to any Licenses and relating to the period prior to Closing;
- (66) **"Purchase Price"** has the meaning ascribed thereto in Section 2.1 hereof;
- (67) **"Purchased Assets"** means all of the Shares and the Personal Property Assets;
- (68) **"Purchased Business"** means the retirement home business known as "Prince George Retirement Residence" and heretofore carried on the Premises;
- (69) **"Purchaser's Closing Conditions"** has the meaning ascribed thereto in Section 5.1 hereof;
- (70) **"Purchaser's Solicitors"** means Gray, Whitley LLP 36 King Street East, Suite 400, Toronto, Ontario M5C 3B2 Attention: Wayne Gray E-mail: wgray@gwvlaw.ca;
- (71) **"Receivables"** means all accounts receivable, bills receivable, trade accounts, book debts and insurance claims of the Corporation together with any unpaid interest accrued on such items and any security or collateral for such items, including recoverable deposits;
- (72) **"Related Party Liabilities"** means all Liabilities to a Person with whom the Corporation does not deal with at arm's length;
- (73) **"Retained Deficit"** means any cumulative losses which exceed the cumulative profits of the Corporation;
- (74) **"RHA"** means the *Retirement Homes Act, 2010* (Ontario) and any regulations relating thereto, as amended from time to time;
- (75) **"RHA Outside Date"** has the meaning ascribed thereto in Section 5.3 hereof;
- (76) **"RHRA"** means the Retirement Home Regulatory Authority;
- (77) **"Rights"** means all right, title and interest of the Corporation in and to (a) any domain name or names, email accounts or web sites used in connection with Purchased Business; (b) all trademarks used exclusively in connection with the ownership and/or operation of the Purchased Business; (c) similar personal property owned by the Corporation and used exclusively in connection with the ownership and/or operation of the Premises, including any phone numbers and other intangible assets, if any; and (d) any and all other rights and/or interests of the Vendor in and/or to the assets

described above or any part thereof;

- (78) **"Salaried Employees"** means all persons who are employed in the Purchased Business, as at the Closing Date, including those on short term disability leave, maternity leave or other permitted leave, but excluding those on long term disability and Unionized Employees;
- (79) **"Taxes"** means all taxes including all income, branch, sales, use, goods and services, harmonized sales, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property and personal property taxes, and any other taxes, customs duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers' compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties, in all cases imposed by any Governmental Authority in respect thereof and whether disputed or not, and any interest in respect of such interest, fines and penalties;
- (80) **"Transaction"** means the purchase and sale of the Lands and all other transactions contemplated by this Agreement;
- (81) **"Unionized Employees"** means all persons who are employed in the Purchased Business as at the Closing Date, whose employment is governed by the Collective Agreement;
- (82) **"Vendor's Closing Conditions"** has the meaning ascribed thereto in Section 5.2 hereof; and
- (83) **"Vendor's Solicitors"** means Chaitons LLP, Barristers and Solicitors, 5000 Yonge Street, 10th Floor, Toronto, Ontario M2N 7E9, Attention: Robert A. Miller, Telephone No. (416) 218-1134, Telecopier No. (416) 218-1834.

1.2 Headings and Table of Contents. The division of this Agreement into Articles and Sections, the insertion of headings, and the provision of any table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 Business Days. If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

1.5 Currency and Payment Obligations. Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian Dollars and any payment contemplated by this Agreement shall be made by certified cheque, bank draft, wire transfer or any other method that provides immediately available funds.

1.6 Statute References. Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

ARTICLE 2 - PURCHASE AND SALE

2.1 **Purchase and Sale.** Subject to the provisions hereinafter set out, on the Closing Date, the Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, the Shares.

2.2 **Amount of Purchase Price.** The aggregate purchase price for the Shares (the "Purchase Price") shall be (a) One (\$1) Dollar (the "**Base Amount**"), plus (b) the **Earnout Amount**, if and when payable pursuant to Section 2.5, plus or minus as the case may be, an adjustment amount as determined in accordance with Section 2.6 (the "**Post-Closing Adjustments**").

2.3 **Conditional Sale.** A critical condition of this Transaction is that on Closing, the Purchaser shall assume full responsibility for the Existing Mortgages which will remain on the Corporation's balance sheet after the Closing Date and until they are ultimately fully discharged by paying all outstanding interest, principal, costs, fees and/or penalties relating the Existing Mortgages. The Existing Mortgages will be serviced in line with the underlying debt agreement(s) by the proceeds of the Corporation. A default by the Corporation under the Existing Mortgages will be considered a breach of this Agreement;

2.4 **Method of Payment.** The Purchase Price shall be paid, accounted for and satisfied as follows:

- (a) on Closing, the Purchaser shall remit to the Vendor the Base Amount; plus
- (b) each year, for the next twenty-five (25) years on the anniversary date of Closing the Purchaser shall remit to the Vendor (in cash) contingent consideration paid from the proceeds of the Corporation if and when payable as calculated pursuant to Section 2.5. Such a payment will be considered an expense to the Corporation at the time of payment and as income to the Vendor upon receipt.
- (c) on closing, an amount equal to the Final Net Working Capital. Provided that the Parties hereby acknowledge and agree that the Purchaser shall be responsible to pay to the Vendor an amount equal to the (i) Interim Net Working Capital on the Closing Date and (ii) Adjustment Amount on the Adjustment Date as set out in Section 2.6 hereof.

2.5 Earnout Amount

Subject to the following criteria, the Purchaser shall pay the Vendor annually on the anniversary date of Closing an amount equal to the result of the following formula in Section 2.5(b). In order for any amount to be payable however all criteria in section (a) must be met.

- (a) Prerequisites for payment of the Earnout Amount:
 - (i) The Existing Mortgages must be already fully discharged in the manner outlined in Section 2.3;
 - (ii) The Corporation has not in aggregate already paid in excess of Eight Million (\$8,000,000.00) Dollars (the "**Earnout Ceiling**") in the form of contingent consideration to the Vendor; and

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- (iii) The Corporation must have enough cash available to pay the contingent payment. If sufficient cash is not available to make a full payment as calculated in Section 2.5(b), the Corporation shall make a partial payment to the extent possible while maintaining a Current Ratio of at least 1.1 subsequent to the payment).
- (b) Calculation of the Earnout Amount. The annual contingent payment shall be the lesser of (the “**Earnout Amount**”):
 - (i) Ninety (90%) of net Assets derived from arms length parties subsequent to Closing calculated as follows: Final Net Working Capital plus Related Party Liabilities (if any) plus Retained Deficit at the time of Closing;
 - (ii) One Hundred (100%) Percent of cash in excess of what would be required to maintain a Current Ratio of at least 1.1; and
 - (iii) The amount required to reach the Earnout Ceiling as calculated by summing all contingent payments to the Vendor since the Closing Date.

2.6 Post-Closing Adjustments.

- (a) As soon as reasonably practicable and in any event within ninety (90) days immediately following the Closing Date, the Vendor and the Purchaser shall engage the Corporation’s Auditors to prepare and deliver to the Vendor and the Purchaser a statement (the “**Post-Closing Statement**”) showing the following amounts, each in accordance with GAAP (and in a manner consistent with the Corporation’s past practice), the:
 - (i) Final Current Assets Amount;
 - (ii) Final Current Liabilities Amount; and
 - (iii) Employee Liabilities Adjustment.
- (b) During the period from the Closing Date until the date of delivery of the Post-Closing Statement, the Purchaser and the Vendor shall provide the Corporation’s Auditors such assistance and access to the Books and Records as the Corporation’s Auditors may reasonably request in order to enable the Corporation’s Auditors to prepare the Post-Closing Statement. The Corporation’s Auditors’ fees shall be borne solely by the Purchaser.
- (c) The Post-Closing Statement shall be conclusive of the amount of the Final Current Assets Amount and the Final Current Liabilities Amount and shall be final and binding upon the Parties.

- 2.7 Amount of Post-Closing Adjustment. The adjustment amount (the “**Adjustment Amount**”) shall be due and payable by the applicable Party in accordance with the provisions of Section 2.6 hereof immediately following the delivery of the Post-Closing Statement by the Corporation’s Auditors to each of the Parties (the “Adjustment Date”) in an amount equal to the difference between:

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- (a) the Interim Working Capital; and
- (b) the Final Working Capital.

2.8 Method of Payment of the Post-Closing Adjustment.

- (a) If the Interim Net Working Capital is greater than the Final Working Capital, then the Vendor shall pay to the Purchaser an amount equal to the Adjustment Amount; and
- (b) If the Interim Net Working Capital is less than the Final Working Capital, then the Purchaser shall pay to the Vendor an amount equal to the Adjustment Amount.

ARTICLE 3- DELIVERIES

3.1 The Purchaser acknowledges that all required documents have been delivered by the Vendor as of the Execution Date.

3.2 RHA License Application. The Purchaser covenants and agrees that it shall, within ten (10) Business Days following the Execution Date, submit an application to the RHRA required of it in connection with the obtaining of the applicable license as may be required for the legal operation of the Purchased Business, and shall keep the Vendor regularly informed in connection with its progress relating thereto. The Purchaser hereby acknowledges and agrees that the Existing RHA License is not transferrable and the Purchaser shall be required, at its sole cost and expense, to obtain the New RHA License effective as of Closing, subject to and in accordance with the provisions of Section 5.3 hereof.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor. The Vendor represents and warrants to the Purchaser as follows:

- (a) *Incorporation and Power.* The Vendor is a corporation duly incorporated under the Law of the jurisdiction of its incorporation and is duly organized, validly subsisting and in good standing under such Law.
- (b) *Due Authorization.* The Vendor has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the Transaction and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Vendor.
- (c) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Vendor enforceable against it in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other

Law affecting the enforcement of the rights of creditors or others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

- (d) *Ownership of the Shares.* The Vendor is, and on the Closing Date will be, the registered and beneficial holder of the Shares, with good and marketable title thereto, free and clear of all Encumbrances. No Person other than the Purchaser has any agreement, option, Right or privilege capable of becoming an agreement for the purchase from the Vendor of any of the Shares.
- (e) *Title to Lands.* The Corporation is the registered owner of the Lands, free and clear of any and all Encumbrances, except for the Permitted Encumbrances.
- (f) *Lands.*
 - (i) to the knowledge of the Vendor, there are no existing expropriation proceedings that would result in the taking of all or any part of the Lands or that would adversely affect the current use of the Lands; and
 - (ii) all taxes with respect to the Lands which are due have been paid in full, and to the knowledge of the Vendor, there are no local improvement charges or special levies outstanding in respect of the Lands nor has the Vendor received any notice of proposed local improvement charges or special levies.
- (g) *Organization of the Corporation.* The Corporation is incorporated and validly subsisting under the laws of the Province of Ontario. The Corporation is licensed or qualified to do business under the laws of the Province of Ontario. The Corporation has full corporate power to carry on its business and to own and operate its assets, properties and business as now carried on and owned and operated. There are no rights, subscriptions, warrants, options, conversion rights, calls, commitments or plans or agreements of any kind outstanding which would enable any Person to purchase or otherwise acquire any shares or other securities of the Corporation including, without limitation, any securities convertible into or exchangeable or exercisable for shares or other securities of the Corporation.
- (h) *Corporate Records.* The minute books of the Corporation contain true, correct and complete copies of its articles, its by-laws, the minutes of every meeting of its board of directors and every committee thereof and of its shareholders and every written resolution of its directors and shareholders. The share certificate book, register of shareholders, register of transfers and register of directors and officers of the Corporation are complete and accurate in all material respects.
- (i) *Business Name.* The rights of the Corporation in the name, "Prince George Retirement Residence" is held by the Corporation and such registration has been renewed and is in full force and effect.
- (j) *Personal Property.* The Personal Property has a book value in the accounting records of the

Corporation (determined in accordance with GAAP at the date of the Corporation's most recently completed Financial Statements) greater than Five Hundred (\$500) Dollars, or is otherwise material to the Purchased Business.

- (k) *Leases.* The Leases, are in full force and effect, unamended by oral or written agreement, and the Corporation is entitled to the full benefit and advantage of such Lease in accordance with the terms thereof. As at the Execution Date, each Lease is in good standing and there has not been any default by the Corporation under any Lease. None of the Leases have been assigned by the Corporation and the Corporation has full right, title and authority to assign the Leases to the Purchaser.
- (l) *Personal Property Leases.* Each Personal Property Lease is in full force and effect and has not been amended, and the Corporation is entitled to the full benefit and advantage of each Personal Property Lease in accordance with its terms. Each Personal Property Lease is in good standing and there has not been any default by any party under any Personal Property Lease nor any dispute between the Corporation and any other party under any Personal Property Lease.
- (m) *Assumed Contracts.* The Corporation has not received notice of any default, and the Corporation is not in default, under any of the Assumed Contracts which default would have a material adverse effect upon the Purchased Business. Each of the Assumed Contracts is in full force and effect, unamended by written or oral agreement, and the Corporation is entitled to the full benefit and advantage of each of the Assumed Contracts in accordance with the terms thereof.
- (n) *Insurance.* The Corporation maintains fire (with extended risk and casualty coverage), general liability, business interruption, product liability, use and occupancy and other forms of insurance covering the Purchased Assets and protecting the Purchased Business in such amounts and against such losses and claims as, in Corporation's sole opinion, are generally maintained for comparable businesses and properties, and all such insurance is maintained on a per occurrence basis.
- (o) *Services or Materials.* To the Vendor's knowledge, no Person has supplied any services or materials to an improvement at the Lands within the past forty-five (45) days other than such improvements which have been or will be fully paid for by the Corporation; nor will any such services or materials be supplied before the Closing Date. For the purposes of this provision, the word "improvement" shall mean (i) any alteration, addition or repair to the Lands or (ii) any construction, erection or installation on the Lands, and shall include the demolition or removal of any building, structure or works or part thereof; and the words "supplied any services or materials to an improvement" shall include the preparation of plans or drawings with respect to a proposed improvement.
- (p) *Family Law Act.* The Lands do not include a matrimonial home within the meaning of the *Family Law Act* (Ontario) and will not consist of same on Closing.
- (q) *Employee Taxes.* The Corporation withheld from each payment made to any of its present or former Employees and, in respect of other payments, to all Persons who are or are

deemed to be non-residents of Canada for purposes of the ITA and all other Persons all amounts required by Applicable Law to be withheld, and has remitted such withheld amounts within the prescribed periods to the appropriate Governmental Authority. The Vendor has remitted all Canada Pension Plan contributions, provincial pension plan contributions, employment insurance premiums, employer health taxes and other Taxes payable by it in respect of the Employees to the proper Governmental Authority within the time required under Applicable Law.

(r) *Intentionally Deleted.*

(s) *Employment Matters.*

(i) No Employee is on long-term disability leave, extended absence or receiving benefits pursuant to the *Workplace Safety and Insurance Act* (Ontario) and (bb) the Vendor is not a party to or bound by any Contract for employment that is not terminable on the giving of reasonable notice in accordance with Applicable Law.

(ii) A complete copy of the Collective Agreement has been provided to the Purchaser. Except as set out therein, the Vendor has no agreement or understanding, written or oral, with any union or association which may qualify as a union with respect to any increase or continuance of wages or benefits of any kind except as specifically set forth in the Collective Agreement.

(iii) The Vendor is not in default under, or in material breach of any provision of the Collective Agreement subject to any unknown default or breach. With respect to this Transaction, any notice required under any Applicable Law or collective bargaining agreement will be given following execution of this Agreement by each of the Parties as may be required by Applicable Law and all pre-Closing bargaining obligations with any Employee representative will be satisfied as of Closing.

(iv) The Corporation has not paid nor will it be required to pay any bonus, fee, distribution, remuneration or other compensation to any Employee (other than salaries, wages or bonuses paid or payable to Employees in the ordinary course of the Purchased Business in accordance with current compensation levels and practices) as a result of the Transaction or otherwise.

(t) *Pension and Benefit Matters.* To the knowledge of the Vendor:

(i) each Benefit Plan is, and has been, established, registered, amended, funded, administered and invested in compliance with the terms of such Benefit Plan (including the terms of any documents in respect of such Benefit Plan), and all Applicable Laws. Since the date of its incorporation, the Corporation has not received any notice from any Person questioning or challenging such compliance, and the Corporation has no knowledge of any such notice. As at the Execution Date, to the knowledge of the Vendor, the Corporation has not received any written notice of any penalty, investigation by a Governmental Authority or Claim

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(other than routine Claims for payment of benefits) or, to the knowledge of the Vendor, any threatened penalty, investigation by a Governmental Authority or Claim involving any Benefit Plan or their assets, and no facts exist which could reasonably be expected to give rise to any such investigation or Claim (other than routine Claims for payment of benefits);

- (ii) none of the Benefit Plans provide for benefit increases or the acceleration of, or an increase in, security or funding obligations that are contingent upon, or will be triggered by, the entering into of this Agreement or the completion of the Transaction;
 - (iii) all employer and Employee payments, contributions and premiums required to be remitted, paid to or in respect of each Benefit Plan have been paid or remitted in a timely fashion in accordance with its terms and all Applicable Laws;
 - (iv) none of the Benefit Plans is a “registered pension plan” (as defined in the ITA) that has ever provided benefits on a defined benefits basis; and
 - (v) all data necessary to administer each Benefit Plan is in the possession of the Corporation or its agents and is in a form which is sufficient for the proper administration of the Benefit Plan in accordance with its terms and all Applicable Laws and such data is complete and correct.
- (u) *Financial Statements.* The Vendor has furnished the Purchaser with the annual financial statements of the Corporation for the fiscal year ended 2018, 2017, and the interim unaudited financial statements of the Corporation for the period ended September 30, 2019 (collectively, the “**Financial Statements**”). The Financial Statements have been prepared in accordance with GAAP. The balance sheets contained in such Financial Statements fairly present the financial position of the Corporation as of their respective dates and the statements of earnings and retained earnings contained in the Financial Statements fairly present the results of operations for the periods indicated.
- (v) *Legal Proceedings.* There is no Legal Proceeding in progress, pending, or, to the knowledge of the Vendor, threatened against or affecting the Corporation, and there are no grounds on which any such Legal Proceeding might be commenced and there is no order outstanding against or affecting the Corporation which, in any such case, affects adversely or might affect adversely the ability of the Corporation to enter into this Agreement or to perform its obligations hereunder.
- (w) *Employees*
- (i) Unionized Employees - In accordance with Applicable Law, the Purchaser shall become the successor employer under the Collective Agreement with respect to the Unionized Employees whose employment is governed by the Collective Agreement and shall be bound by and comply with the terms of the Collective Agreement. Effective as of the Closing Date, the Purchaser shall assume all of the Vendor’s liabilities and obligations under the Collective Agreement. To the extent

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that the Collective Agreement provides for termination of Unionized Employees after a defined period of long-term disability the Vendor will have terminated any Unionized Employees on long term disability that have exceeded such defined period up to the Closing Date. Notwithstanding the foregoing, nothing in this clause or in this Agreement shall require the Vendor to terminate a Unionized Employee's employment if doing so would constitute a prima facie violation of any Applicable Law; and

- (ii) Salaried Employees - The Purchaser shall, at least five (5) Business Days prior to Closing, offer employment, conditional upon and effective as of Closing, each of the Salaried Employees, upon substantially the same terms and conditions of employment (including, without limitation, benefits, remuneration and compensation) as are then being provided to such Salaried Employees by the Vendor. In this regard, the Purchaser shall recognize the seniority and years of service of the Salaried Employees with the Vendor up to and including the Closing Date for purposes of any Applicable Law as if such service had occurred with the Purchaser.

4.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Vendor as follows:

- (a) *Incorporation and Power.* The Purchaser is a registered charity duly formed under the Law of the jurisdiction of its formation and is duly organized, validly subsisting and in good standing under such Law.
- (b) *Due Authorization.* The Purchaser has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the Transaction and such other agreements and instruments have been duly authorized by all necessary action on the part of the Purchaser.
- (c) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other Law affecting the enforcement of the rights of creditors or others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.
- (d) *Constituting Documents.* The entering into of this Agreement and the Transaction will not result in the violation of any of the terms and provisions of the constituting documents or by-laws of the Purchaser or of any indenture or other agreements, written or oral, to which the Purchaser may be a party or by which it is bound.
- (e) *Non-Residency.* The Purchaser is not a non-resident of Canada within the meaning of the ITA and it is a Canadian “**charitable organization**” within the meaning of the ITA. The

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Purchaser is not a “non-Canadian” for the purposes of and within the meaning of the ITA.

- (f) *Legal Proceedings.* There is no Legal Proceeding in progress, pending, or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser, and there are no grounds on which any such Legal Proceeding might be commenced and there is no order outstanding against or affecting the Purchaser which, in any such case, affects adversely or might affect adversely the ability of the Purchaser to enter into this Agreement or to perform its obligations hereunder.

4.3 Merger of Representations and Warranties. The representations and warranties contained in Sections 4.1 and 4.2 hereof or any other agreement, certificate or instrument delivered pursuant to this Agreement, shall merge on Closing and the Parties shall each be released from all obligations in respect of such representations and warranties following the Closing Date.

4.4 As Is, Where Is. The Purchaser acknowledges and agrees that:

- (a) subject only to any representations and warranties of the Vendor pursuant to Section 4.1 hereof:
- (i) the Vendor is selling, and the Purchaser is purchasing, the Shares on an “as is, where is” basis as they shall exist on the Closing Date and further agrees that no covenant, agreement, representation, warranty or condition is expressed or can be implied as to any matter whatsoever save as expressly set forth in this Agreement;
 - (ii) the Purchaser agrees that all of the Vendor’s covenants, agreements, representations and warranties contained in the Agreement are given to the knowledge of the Vendor;
 - (iii) the Purchaser further agrees that it is relying upon its own investigations and inspections in proceeding with the purchase contemplated in the Agreement and confirms that it shall complete and shall satisfy itself regarding such investigations and inspections;
 - (iv) all written and oral information obtained by the Purchaser from the Vendor has been provided solely for the convenience of the Purchaser. The Purchaser acknowledges that all documents, materials, records, Financial Statements, reports, Books and Records, projections, estimates and any other materials, information, data, documents or materials of any type whatsoever, including without limitation each of the Schedules attached hereto (collectively, the “**Other Materials**”) did not and do not purport to be all-inclusive or to contain all the information that a prospective purchaser may require in deciding whether or not to purchase the Shares;
 - (v) the Vendor does not make any representations or warranties, expressed or implied, as to the accuracy or completeness of the information or statements contained in the Other Materials and such information should not be relied upon by the Purchaser without independent inquiry, investigation and verification;

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- (vi) without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or otherwise do not apply hereto and are waived by the Purchaser. The Purchaser acknowledges that the Vendor makes no representation or warranty or assurance of any kind with respect to (aa) any projections, estimates or budgets delivered to or made available to the Purchaser, future revenues, future results of operations (or any component thereof) the Purchased Assets or the future business and operations of the Purchased Assets or (bb) any other information or documents made available to the Purchaser or its counsel, accountants or advisors with respect to any Purchased Assets, except as expressly set forth in this Agreement;
 - (vii) except as otherwise expressly provided for in this the Vendor shall have no obligations or responsibilities to the Purchaser after Closing with respect to any matter relating to the Shares; and
 - (viii) indemnification or other recourse pursuant to or in respect of this Agreement shall not be available to any Party with respect to any matter for which it may have a right of recourse or indemnification against the other Party in respect of a matter of which it has notice or knowledge as of the Closing Date, unless such Party gives notice of such matter, together with all material particulars thereof, to the other Party before Closing.
- (b) the provisions of Section 4.4(a) shall not merge on, but shall survive, Closing or termination of this Agreement.

ARTICLE 5- CONDITIONS AND APPROVALS

5.1 Purchaser's Closing Conditions. The obligation of the Purchaser to complete the Transaction on the Closing Date is further subject to the fulfillment of each of the following conditions (collectively, "Purchaser's Closing Conditions") on the Closing Date (unless otherwise waived by the Purchaser):

- (a) the representations and warranties set forth in Section 4.1 shall be true and accurate in all material respects, with the same effect as if made on and as of the Closing Date;
- (b) all documents required to be executed and/or delivered to the Purchaser by the Vendor pursuant to the terms of this Agreement shall have been executed and/or delivered; and
- (c) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor, on or prior to the Closing Date, shall have been complied with or performed, in all material respects, by the Vendor, on or before the Closing Date.

All of the Purchaser's Closing Conditions are inserted for the sole benefit of the Purchaser and the Purchaser may waive any or all of them in whole or in part on or before the Closing Date. If the Purchaser does not give the Vendor notice of the satisfaction or waiver of all of the Purchaser's Closing Conditions prior to the Closing Date, the Purchaser shall be irrevocably deemed to have satisfied itself in all respects with regard to the Purchaser's Closing Conditions or to have

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irrevocably waived them and the Purchaser shall have no further right to make any further requisitions or other demands on the Vendor with respect to the Purchaser's Closing Conditions.

5.2 Vendor's Closing Conditions. The obligation of the Vendor to complete the Transaction on the Closing Date is subject to the fulfillment of each of the following conditions (collectively, the "**Vendor's Closing Conditions**") before the Closing Date (unless otherwise waived by the Vendor in its sole discretion):

- (a) the representations and warranties set forth in Section 4.2 shall be true and accurate in all material respects, with the same effect as if made on and as of the Closing Date;
- (b) all documents required to be executed and/or delivered to the Vendor by the Purchaser pursuant to the terms of this Agreement shall have been executed and/or delivered;
- (c) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser, on or prior to the Closing Date, shall have been complied with or performed, in all material respects, by the Purchaser on or before the Closing Date; and
- (d) the Purchaser shall have obtained the New RHA License effective as of Closing (the "**RHA License Closing Condition**").

All of the Vendor's Closing Conditions are inserted for the sole benefit of the Vendor and the Vendor may waive any or all of them in whole or in part on or before the Closing Date subject to the provisions of Section 3 herein. If the Vendor does not give the Purchaser notice of the satisfaction or waiver of all of the Vendor's Closing Conditions prior to the Closing Date, the Vendor shall be irrevocably deemed to have satisfied itself in all respects with regard to the Vendor's Closing Conditions or to have irrevocably waived them and the Vendor shall have no further right to make any further requisitions or other demands on the Purchaser with respect to the Vendor's Closing Conditions.

5.3 Non-Satisfaction of RHA License Closing Condition. Notwithstanding the foregoing and/or anything contained herein to the contrary, if the condition set out in Section 5.2(d) is not satisfied on or prior to the third (3rd) Business Day before the Closing Date, the Vendor shall be entitled, in its sole and unfettered discretion, to extend the Closing Date by one (1) period not to exceed sixty (60) days (the "**RHA Outside Date**"). Provided that in the event that the New RHA License period has not been obtained prior to the expiration of the RHA Outside Date, this Agreement shall be terminated and of no further force and effect whatsoever, except for those provisions which are specified to survive termination and each Party shall be released from all of its liabilities and obligations under this Agreement, save for those specified to survive termination. Notwithstanding anything contained herein to the contrary, in the event that this Agreement is terminated pursuant to the foregoing provisions, then the Purchaser shall pay to the Vendor, the following amounts:

- (a) the Vendor's Solicitors' fees and disbursement plus HST thereon which have been incurred by the Vendor with respect to the Transaction and prior negotiations related thereto; and
- (b) the reasonable accounting fees and disbursements plus HST thereon which have been incurred by the Vendor with respect to the Transaction; and

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- (c) the sum of Two Hundred and Fifty Thousand (\$250,000) Dollars, plus HST thereon, representing a reasonable estimate of the Vendor's cost incurred in sourcing, investigating and negotiating the terms of the Transaction.

ARTICLE 6 - CLOSING ARRANGEMENTS

6.1 Documents of the Vendor. On or before the Closing Date, the Vendor shall deliver or cause to be delivered to the Purchaser's Solicitors the following documents:

- (a) the certificate(s) representing the Shares;
- (b) an assignment of the Shares;
- (c) the minute book(s), share certificate book(s) and corporate seal, to the extent applicable, of the Corporation;
- (d) a written resignation of each officer and director of the Corporation;
- (e) a certificate of the Vendor to which a senior officer of the Vendor certifies on behalf of the Vendor and not in his/her personal capacity that the Vendor is not a non-resident of Canada within the meaning of s.116 of the ITA;
- (f) a certificate of an officer of the Vendor;
- (g) an undertaking to readjust in accordance and subject to the provisions of Section 2.6 (c) hereof;
- (h) a bring-down certificate in favour of the Purchaser setting out that each of the Vendor's representations and warranties contained in Section 4.1 hereof are true and correct as at the Closing Date; and
- (i) all keys to the Premises, entry devices and passcodes relating to the Purchased Assets (including combinations to any locks or vaults) that are in the possession of the Vendor.

6.2 Documents of the Purchaser. On or before the Closing Date, the Purchaser shall deliver to the Vendor's Solicitors the following documents:

- (a) a certificate of an officer of the Vendor;
- (b) an undertaking to readjust in accordance and subject to the provisions of Section 2.6 (c) hereof; and
- (c) a bring-down certificate in favour of the Vendor setting out that each of the Purchaser's representations and warranties contained in Section 4.2 hereof are true and correct as at the Closing Date.

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6.3 Documents. All documents to be delivered by the Parties hereunder shall be in form and substance satisfactory to the Parties and their respective solicitors, in each case, acting reasonably, and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in this Agreement. The Purchaser shall no later than five (5) days prior to the Closing Date provide to the Vendor an irrevocable written Direction setting forth and stating the names and other particulars of the nominee or nominees to which the Purchaser desires the Shares, and all other closing documents to be made in favour of from the Vendor.

6.4 Confidentiality.

- (a) Until Closing (and in the event this Agreement is terminated for any reason other than its completion, then also from and after such termination), the Purchaser and its consultants, agents, advisors, partners, solicitors, lenders and prospective lenders shall keep confidential all information, documentation and records obtained from the Vendor or their consultants, agents, advisors or solicitors with respect to the Purchased Assets including, without limitation, the Other Materials, as well as any information arising out of the Purchaser's access to the Corporation's records and the Purchased Assets and the Purchaser's own due diligence with respect thereto (collectively, the "**Confidential Information**"). The Purchaser and other Persons shall not use any Confidential Information for any purpose or in any manner which would cause harm, damage or detriment to the Vendor or any of its investors, partners and their Affiliates. Nothing herein contained shall restrict or prohibit the Purchaser from disclosing the Confidential Information to its consultants, agents, advisors, partners, solicitors, lenders and prospective lenders so long as the Purchaser instructs such Persons to keep such information confidential and such Persons agree to do so.
- (b) The Confidential Information referred to in this Section shall not include:
 - (i) public information or information in the public domain at the time of receipt by the Purchaser or its consultants, agents, advisors, partners and solicitors;
 - (ii) information which becomes public through no fault or act of the Purchaser or its consultants, agents, advisors, partners and solicitors;
 - (iii) information required to be disclosed by Law; or
 - (iv) information received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations.
 - (v) If this Agreement is terminated for any reason, the Purchaser shall promptly return to the Vendor all Confidential Information (other than the Purchaser's notes and due diligence materials) and similar material including all copies, and shall, to the extent reasonably practicable, promptly destroy all of the Purchaser's notes and due diligence materials containing Confidential Information related to this Transaction and shall provide written confirmation to the Vendor that it has done so forthwith after this Agreement is terminated.

6.5 Non-Registration. The Purchaser agrees that it will not register this Agreement or any assignment thereof or any notice referring in any way to this Agreement, directly or indirectly, or any caution, notice of a purchaser's lien or certificate of pending litigation or any other form of notice against the Lands. The Purchaser acknowledges that nothing in this Agreement shall create an interest in the Premises. This Agreement is personal to the Purchaser and it shall not create any interest in the Lands or any part(s) thereof. In the event that the Purchaser breaches or defaults under this provision, then the Vendor shall have the right to terminate this Agreement and any other monies paid by the Purchaser under or in respect of this Agreement shall be forfeited to the Vendor, as liquidated damages and not as penalty, in full satisfaction of any Claims incurred by the Vendor as a result thereof and, in addition, the Vendor shall and is hereby irrevocably constituted as the attorney of the Purchaser with the right and power, coupled with an interest, to execute, deliver and register any documents or instruments, on behalf of the Purchaser, which the Vendor desires in order to remove or discharge any notice, instrument or other document which the Purchaser has registered or caused or suffered or permitted to be registered on title to the Premises and/or Lands. The provisions of this Section shall survive and remain in full force and effect subsequent to and notwithstanding any termination of this Agreement.

ARTICLE 7 - GENERAL

7.1 Further Assurances. Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that any other Party may reasonably require, for the purposes of giving effect to this Agreement.

7.2 Expenses. Each Party shall be responsible for its own legal and other expenses (including any taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction except as otherwise provided for herein.

7.3 Notices.

(a) Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service, or (iii) sent by electronic transmission, in each case to the applicable address set out below:

(i) if to the Vendor, to:

465 Phillip Street, Suite 206
Waterloo, Ontario N2L 6C7

Attention: Murray Snedden
E-mail: msnedden@marshallzehr.com

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with a copy to:

Chaitons LLP
Barristers & Solicitors
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Attention: Robert A. Miller
E-mail: robert@chaitons.com

(ii) if to the Purchaser, to:

c/o Jake's House for Children with Autism
3-1750 The Queensway #1253
Toronto, Ontario M9C 5H5

Attention: David Bodanis
E-mail: founder@jakeshouse.ca

with a copy to:

Gray, Whitley LLP
36 King Street East,
Suite 400
Toronto, Ontario M5C 3B2

Attention: Wayne Gray
E-mail: wgray@gwvlaw.ca

- (b) Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of sending by electronic transmission, provided that such day in either event is a Business Day and the communication is so delivered or sent before 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.
- (c) Either Party may from time to time change its address under this Section 7.3 by notice to the other Party given in the manner provided by this Section.

7.4 Time of Essence. Time shall be of the essence of this Agreement in all respects.

7.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written including without limitation the share purchase agreement between Jake's House for Autistic Children, as purchaser, and the Vendor, as vendor dated as of the 27th

day of March, 2020 which agreement is deemed to be null and void as of the Effective Date. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

7.6 Waiver. A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

7.7 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the Law of the Province of Ontario and the Law of Canada applicable in that Province.

7.9 Assignment. The Purchaser shall not assign this Agreement to any other Person at any time without the prior written consent of the Vendor, which consent may be arbitrarily withheld.

7.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties adopt any signatures received by electronic transmission as original signatures of the Parties.

7.11 Cumulative Remedies. No remedy conferred upon or reserved to any Party hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

7.12 Tender. It is agreed that any tender of documents or money may be made upon the respective solicitors for the Parties.

7.13 Amendment. This Agreement may be altered or amended only by an agreement in writing signed by the Parties hereto.

7.14 Binding Effect. This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the Parties, as applicable.

[remainder of this page is intentionally left blank]

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IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first above written.

2745859 ONTARIO INC.

DocuSigned by:
Jennifer Joseph 10/19/2020
Per: D5619F4D393D45B...
Name: Jennifer Joseph
Title: Secretary

I have authority to bind the Corporation.

2233525 ONTARIO INC.

DocuSigned by:
David Marshall 10/19/2020
Per: 1BC8D71E02D14DD...
Name: David Marshall
Title: President

DocuSigned by:
Gregory Zehr 10/19/2020
Per: C7AE499691784A8...
Name: Gregory Zehr
Title: Chief Executive Officer

I/We have authority to bind the Corporation.

AMENDMENT TO SHARE PURCHASE AGREEMENT

THIS AGREEMENT made as of the 19th day of October, 2020.

BETWEEN:

2745859 ONTARIO INC.
(the “Purchaser”)

- and -

2233525 ONTARIO INC.
(the “Vendor”)

WHEREAS:

- A. The Purchaser and the Vendor entered into a share purchase agreement dated as of the date hereof, as same may be amended from time to time (collectively, the “**Purchase Agreement**”), pursuant to which the Vendor agreed to sell and the Purchaser agreed to purchase the Shares;
- B. The Purchaser and the Vendor have agreed to amend the Purchase Agreement in accordance with and subject to the terms and conditions hereof (the “**Amending Agreement**”); and
- C. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Two (\$2.00) Dollars now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) the parties hereto hereby agree as hereinafter set out.

- 1. Subsections 1.1(8), 1.1(20), 1.1(21), 1.1(23), 1.1(25), 1.1(26), 1.1(27), 1.1(37), 1.1(38), 1.1(39), 1.1(45), 1.1(47), 1.1(70), 1.1(72) and 1.1(73) and Sections 2.5, 2.6, 2.7 and 2.8 of the Purchase Agreement are hereby deleted in their entirety.
- 2. Section 2.2 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

2.2 Amount of Purchase Price. The purchase price for the Shares (the “**Purchase Price**”) shall be Two (\$2) Dollars, payable by the Purchaser to the Vendor on Closing.
- 3. Subsection 4.2(a) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

(a) *Incorporation and Power.* The Purchaser is a corporation duly incorporated under the Law of the jurisdiction of its incorporation and is duly organized, validly subsisting and in good standing under such Law.
- 4. Subsection 4.2(e) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

(e) *Non-Residency.* The Purchaser is not a non-resident of Canada within the meaning of Section 116 of the ITA. The Purchaser is not a “non-Canadian” for the purposes of and within the meaning of the ITA.

5. Subsection 7.3(a)(ii) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

(ii) if to the Purchaser, to:

c/o Jake's House for Children with Autism
3-1750 The Queensway #1253
Toronto, Ontario M9C 5H5

Attention: David Bodanis
E-mail: founder@jakeshouse.ca

6. The parties confirm that in all other respects, the terms, covenants and conditions of the Purchase Agreement remain unchanged and in full force and effect, except as modified by this Amending Agreement, and time shall remain of the essence.
7. This Amending Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
8. This Amending Agreement may be signed in counterparts, each of which shall be deemed to be an original, but both such separate counterparts shall together constitute one and the same instrument.
9. The parties acknowledge that this Amending Agreement may be transmitted by electronic transmission and that if signed by each party hereto, such transmission will constitute a legally binding agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the date first above written.

2745859 ONTARIO INC.

Per: _____

Name: Irenka Bodanis

Title: President

Per: _____

Name: Jennifer Joseph

Title: Secretary

Per: _____

Name: Patricia Pearson

Title: Treasurer

We have authority to bind the Corporation.

2233525 ONTARIO INC.

Per: _____

Name: David Marshall

Title: President

Per: _____

Name: Gregory Zehr

Title: Chief Executive Officer

We have authority to bind the Corporation.

DocuSigned by:
David Gilmore Marshall
1BC6D71E02D14DD...

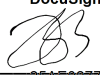
DocuSigned by:
[Signature]
C7AE499691764A8...

- 3 -

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the date first above written.

2745859 ONTARIO INC.

Per: _____
Name: Irenka Bodanis
Title: President

DocuSigned by:

25AE027794FB478...

Per: _____
Name: Jennifer Joseph
Title: Secretary

DocuSigned by:

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Per: _____
Name: Patricia Pearson
Title: Treasurer

DocuSigned by:

E74B90B017D3467...

We have authority to bind the Corporation.

2233525 ONTARIO INC.

Per: _____
Name: David Marshall
Title: President

Per: _____
Name: Gregory Zehr
Title: Chief Executive Officer

We have authority to bind the Corporation.

***THIS IS EXHIBIT "F" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. White", is written over a horizontal line.

A Commissioner Etc.

July 4, 2014

2301402 Ontario Limited
465 Phillip St, Suite 206
Waterloo, ON, N2L6C7

Attention: David Marshall

Dear David,

Re: 1st Mortgage Financing

This letter agreement confirms that MarshallZehr Group Inc. (the "Lender") is prepared to provide financing (the "Loan") for the Project conditional on the terms and conditions contained in this letter agreement (the "Commitment").

1. LOAN

Borrower: 2301402 Ontario Limited O/A Prince George Retirement Residence (the "Borrower")

Guarantors: 2233525 Ontario Inc. , together with such other related parties as the Lender may deem advisable (the "Guarantors")

Lender: MarshallZehr Group Inc. ("Lender") and/or such other assignee or lenders as MarshallZehr Group Inc. may arrange to participate in the Loan.

Project Lands: Those lands and premises described as 139, 141 and 143 Main Street, Lucan ON, (the "Project" or the "Property")

Purpose: To provide financing for the 55 unit retirement home with medical and rehabilitation facilities with a total area of approximately 41,806 square feet situated on approximately 0.603 acres.

Funding Date: July 15, 2014

Loan Amount: \$10,400,000 (the "Loan"), 1st mortgage

MARSHALL ZEHR

- REAL ESTATE CAPITAL -

Standby Fee: In the event that the Loan has not been fully advanced by July 15, 2014 without at least 60 days written notice to the Lender from the Borrower, for any reason other than a default by the Lender, interest will commence on the advance date set out herein and will become due and payable monthly at a rate equal to the rate of interest set out herein until the earlier of the respective draw being fully advanced, or the termination of this Commitment Letter without any advances having been made.

A standby fee shall be calculated from the date of the expected advance as mentioned herein to the 1st of the month following the date of registering the mortgage or the date of advance whichever is earlier, and shall be payable at the next regularly scheduled interest payment.

Maturity Date: 12 months (the "Term") from the first day of the month immediately following the initial advance (the "Interest Adjustment Date" or "IAD"). Interest from the date of the initial advance to the IAD shall be deducted by the Lender from the initial advance.

Interest Rate: 9.50% per annum commencing on the date of the first advance, calculated, compounded and payable monthly on the 1st of each month subsequent to the first advance..

Note: Interest is calculated on the day of closing of the transaction and will be charged on the day of payment of the mortgage if it is received after 1 p.m. EST.

Principal

Payments: There shall be no regularly scheduled principal repayments and the entire outstanding principal amount shall become due and payable at maturity.

Final

Discharge: The Borrower will pay the Lender an administration fee of CAD 250.00 and its solicitor's reasonable legal fees in respect of the preparation of the discharge for this mortgage.

Prepayment: The mortgage may be prepaid in whole or in part at any time or times on the following terms:

- a) at least 60 days prior written notice is given to the Lender; and
- b) no pre-payment shall be in an amount of less than \$250,000;

MARSHALLZEHR

- REAL ESTATE CAPITAL -

Renewal: Provided the Borrower is not in default of any of its obligations under this Commitment or under any Lender security, the Lender will offer one 12 month extension option with 60 days written notice prior to the end of the term or extended term (a "Renewal Term"), if applicable. The interest will be calculated and compounded at the same rate as the original term of this mortgage. The extension is open for repayment at any time, within the Renewal Term with 60 days' notice. The Borrower shall pay a renewal fee of one (1.00%) percent fee (the "Renewal Fee") of the total loan amount outstanding and such renewal requested shall not be effective unless the Renewal Fee is paid in full. The Borrower will be responsible for any reasonable costs associated with the extension.

Fees: The Borrower shall pay the following broker fees to the transaction mortgage broker, MarshallZehr Group Inc.:

Brokerage

Fee: A fee of CAD 1,250.00 payable to MarshallZehr Group Inc. will be paid by the Borrower at closing of the initial advance in order to complete the FSCO required documentation.

Expenses: All reasonable expenses of the Lender and the Borrower shall be paid by the Borrower including (but not limited to), the cost of any third party reports and all legal costs regardless of whether the Borrower proceeds with the transaction. Upon request the Lender shall provide an estimate of the legal fees to be incurred by the Lender. Regardless, the Borrower is responsible for all reasonable legal fees incurred by the Lender.

**No
Subordinate
Financing:**

No additional financing, other than the proposed MarshallZehr 2nd mortgage of CAD 4,100,000.00 will be permitted without the prior written consent of the Lender and in the event of a default under this restriction, the entire principal, interest, fees and all other amounts under the commitment and security issued pursuant thereto become immediately due and payable.

Should additional subordinate financing be placed by the Borrower on the consent of the Lender, such consent will be conditional upon the secondary lender entering into a postponement, subordination and standstill agreement that requires the secondary lender to issue zero dollar discharges to the Lender and Borrower within 2 business days of being requested and requires complete cooperation in executing all postponements and consents as may be required to advance the development of the Project. Any discharge greater than zero shall require prior consent from the Lender. Failure to comply shall be considered a default by the Borrower.

Maximum Rate

of Return: The parties agree that notwithstanding any agreement to the contrary, no interest on the credit advanced will be payable in excess of that permitted by the laws of Canada.

If the effective annual rate of interest calculated in accordance with generally accepted actuarial practices and principles would exceed sixty percent (or such other rate as the Parliament of Canada may deem from time to time as The Criminal Rate) on the credit advance, then (1) the amount of any fees, bonus, commissions or like charges payable in connection therewith will be reduced to the extent necessary to eliminate such excess; (2) any remaining excess that has been paid will be credited toward prepayment of the credit advanced; and (3) any overpayment that may remain after such crediting will be returned forthwith upon demand. In this paragraph the terms "interest", "Criminal Rate" and "credit advanced" have the meaning ascribed to them in Section 347 of The Criminal Code; and "credit advanced" has the same meaning as "Loan" referred to elsewhere in this Commitment.

Administration**Fee Payable****on Default:**

In the event of a default by the Borrower or any Guarantor in their respective obligations under this Commitment, Loan or Security then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that the Borrower and/or any Guarantor is in default of its obligations under the Commitment, Loan or Security. The said sum or sums are agreed to be liquidated damages to cover the Lender's administration and management costs and are not intended nor shall they be construed as a penalty. All such sums payable to the Lender shall be a charge upon the Project and its assets and interest shall accrue thereon as if they were Loan principal.

[space intentionally left blank]

2. Terms and conditions

The Loan terms and conditions shall be such terms and conditions as the Lender may from time to time require and shall include, but not be limited to the following:

Funding Conditions

The Lender shall not be required to advance any funds prior to the Borrower having fulfilled to the Lender's satisfaction the following conditions:

1. All the Security and ancillary loan agreements and documents and opinions shall have been executed and delivered to the Lender or its solicitors and registered where and as required.
2. The Lender shall have satisfied itself with the financial performance and condition of the Borrower and each of the Guarantors in the Lender's sole discretion. Each of the Borrowers and Guarantors shall provide within five business days of the date of execution of this Commitment, at a minimum, financial statements for its two most recently ended fiscal years together with interim statements to date for the present fiscal year. To facilitate the Lender's due diligence regarding the creditworthiness of the Borrower and each of the Guarantors, each of the Guarantors and the Borrower shall authorize the Lender to conduct credit checks and each of the financial institutions with which the Borrower and the respective Guarantors deal to release any and all information reasonably required and requested by the Lender to adequately assess the credit worthiness of each respectively. Each of the individual Guarantors shall complete the Lender's form of Personal Net Worth Statement.
3. The Borrower shall deliver to the Lender within five business days of the acceptance of this Commitment for the Lender's satisfactory review and acceptance the following:
 - (a) A copy of the Purchase and Sale Agreement (and any subsequent amendments or side letters related thereto) and statement of adjustments for the purchase by the Borrower of the Project Lands.
Confirmation by the Lender of a fair market value of the Project of \$17,400,000.
 - (b) The Loan to Value as determined in the Lender's sole discretion, shall not be greater than 60%.
 - (c) The Borrower shall provide a copy of all signed and executed leases as well as a copy of all deposits to the Lender.
 - (d) Copy of the standard lease agreement to be presented to potential tenants.

- (e) Satisfactory review by the Lender of the terms and conditions of the management agreement for the Property. Any change in the management of the Property shall require the prior written approval of the Lender, both as to manager and the terms and conditions of the management agreement.
 - (f) Copy of all government approvals of applications for government subsidies for providing medical and respite services from the appropriate department of government.
 - (g) Satisfactory Phase 1 Environmental Site Assessment Report conducted and prepared by a consultant approved by the Lender together with a Letter of Transmittal from the consultant permitting the Lender to rely on the Assessment Report.
 - (h) Each of the corporate Guarantors shall provide copies of their financial statements, and corporate tax filings for the last two taxation years.
 - (i) a survey of the Project by an Ontario licensed land surveyor showing the relationship of the lands to public thoroughfares for access purposes; and indicating no encroachments, easements or rights of way, save and except those that do not encroach or hinder the Borrower's ability to construct the project in accordance with the proposed site plan which the Lender may specifically accept.
4. Confirmation satisfactory to the Lender that all property taxes are current.
5. Such other matters as the Lender may deem appropriate and necessary to satisfy itself of the Project's viability and the ability of the Borrower and Guarantor(s) to fulfil their obligations herein.

[space intentionally left blank]

3. Security to be Delivered

The Borrower shall deliver the following first priority security (the "Security") duly registered where applicable, and all in the form and on the terms acceptable to the Lender's solicitors:

1. A first mortgage in the amount of \$11,000,000.00 on the Project and property.
2. General Security Agreement over all of the assets and undertaking of the Borrower and each corporate Guarantor, if any.
3. Unlimited joint and several guarantees from each of the guarantors.
4. General Assignment of Rents and Leases in first priority.
5. An Environmental Undertaking and Indemnity and Checklist from the Borrower in such form as the Lender shall require.
6. A favourable Letter of Opinion from the Lender's solicitor confirming the validity and enforceability of the Lender's security.
7. Assignment of Insurance.
8. Commercial General Liability Insurance, satisfactory to the Lender, showing the Lender as additional insured, and coverage of not less than CAD 5,000,000.
9. Title Insurance
10. Postponement, Subrogation and Assignment from the shareholders of the Borrower (and such other creditors as the Lender may require upon completion of its due diligence) of all indebtedness owed by and claims against the Borrower to and by the shareholders to the indebtedness and claims of the Lender.
11. As required by the Lender such preauthorized payment documentation necessary to authorize the Lender to debit directly from the Borrower's account amounts due under the Commitment and Loan.
12. Such further security, guarantors and ancillary documents and agreements as the Lender or its solicitors may deem necessary to adequately secure the Loan obligations and complete and perfect the Security.

13. On each anniversary date of the mortgage, the Borrower will provide to the Lender proof that the taxes are current, an update that insurance is still in effect and updated financial statements for the Borrower and any corporate guarantor as well as updated personal net worth statements for any personal guarantors.
14. The Borrower shall provide editorial updates including leasing updates on the Project on request of the Lender, no more frequently than quarterly.

4. Borrowers Covenants

The Borrower and, where applicable, each of the Guarantors covenants as follows and a breach of any covenant shall be a default under the terms of the Security:

1. The Borrower shall not assign, transfer or otherwise dispose of this Commitment or the Security without the Lender's prior written consent. However, the Commitment and Security may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower and Guarantor consent to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Project, the Borrower, and the Guarantor within the possession or control of the Lender.
2. Without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Project or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together with all accrued and unpaid interest thereon and any other amounts due under the Commitment or the Security, shall become due and payable.
3. The Borrower shall not commit any waste on the lands.
4. The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or in the officers and directors or a change in the terms or the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.
5. The Borrower shall ensure that no deviation in excess of 60 days from any milestone date in the construction schedule or cost overrun, as determined by the Lender's quantity surveyor, occurs unless approved in writing by the Lender.

5. Default Provisions

Upon any default under this Commitment or the Security, the Lender may declare any or all of the obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Lender or not, and the Lender may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Project or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and 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 relative to the Borrower. Any such receiver or receivers so appointed shall have power to take possession of the Project or any part thereof and to carry on the business of the Borrower, and to borrow money required for the maintenance, preservation or protection of the Project or any part thereof, and to further charge the Project in priority to the security constituted by this Commitment as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Project on such terms and conditions and in such manner as he shall determine. In exercising any powers, any such receiver or receivers shall act as agent or agents for the Borrower and the Lender shall not be responsible for his or their actions.

In addition, the Lender may enter upon the applicable premises and lease or sell the whole or any part or parts of the Project. The Borrower agrees that it will be commercially reasonable to sell such part of the Project:

- (a) as a whole or in various units;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Lender of at least two offers from prospective arms-length purchasers.

Any 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 the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender 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. The term "receiver" as used in this letter includes a receiver and manager.

6. General Provisions

1. The Lender shall have no obligation to advance funds unless and until all of the above terms and conditions have been deemed by the Lender to be complete, true and otherwise in all respects satisfactory, in the Lender's sole discretion.
2. No term or requirement of this Commitment may be waived or varied orally or by any course of conduct of the Borrower or anyone acting on his behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to this Commitment must be in writing and signed by a duly authorized officer of the Lender and accepted by the Borrower and Guarantor.

3. The Lenders solicitors shall be:

SorbaraLaw
31 Union Street East
Waterloo, Ontario N2J 1B8

The Borrower's solicitor shall be:

SorbaraLaw
31 Union Street East
Waterloo, Ontario N2J 1B8

The Borrower shall bear any and all legal costs of the Lender.

4. Time is of the essence in this Commitment.
5. The Borrower and Guarantor agree that if any one or more of the provisions contained in this Commitment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Lender, not affect any or all other provisions of this Commitment and this Commitment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
6. The waiver by the Lender of any breach or default by the Borrower of any provisions contained herein shall not be construed as a waiver of any other or subsequent breach or default by the Borrower. In addition, any failure by the Lender to exercise any rights or remedies hereunder or under the Security shall not constitute a waiver thereof.

7. The representations, warranties, covenants and obligations herein set out shall not merge or be extinguished by the execution or registration of the Security but shall survive until all obligations under this Commitment and the Security have been duly performed and the Loan, interest thereon and any other moneys payable to the Lender are repaid in full. In the event of any inconsistency or conflict between any of the provisions of the Commitment and any provision or provisions of the Security, the provisions of the Security will prevail.
8. No term or requirement of this Commitment may be waived or varied orally or by any course of conduct of the Borrower or anyone acting on his behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to this Commitment must be in writing and signed by a duly authorized officer of the Lender and accepted by the Borrower and Guarantor.
9. Notwithstanding the registration of the Security or the advancement of funds, the terms of this Commitment Letter shall not merge with the delivery and/or registration of the Security and shall remain in full force and effect. Any default under the terms of this Commitment Letter shall be deemed a default under the Security and any default under the terms of the Security shall be deemed a default under the terms hereof. In the event of a conflict between the terms of the Security and the terms of this Commitment Letter, the Lender, in its sole discretion may determine which shall take precedence and govern.
10. This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. A facsimile or electronic copy of an executed counterpart shall be deemed to be an original.

If you are in agreement with the above terms, please indicate such agreement by signing and forwarding to the undersigned a copy of this letter agreement. The execution of this letter does not obligate the Lender to advance any of the agreed funds unless all of the conditions to such advances have been satisfied to the satisfaction of the Lender and its solicitors.

MARSHALLZEHR

- REAL ESTATE CAPITAL -

By signing this Commitment Letter the Borrowers and Guarantors agree that the Lender may obtain credit and other financially related information about the Borrower(s) and the Guarantor(s), including reports from other credit grantors, consumer reporting agencies and credit bureau.

Unless this Commitment Letter is accepted and the required Fees and Deposits are advanced by certified funds by the Borrower within five business days of the date hereof by delivery of a fully executed copy to the Lender then, at the Lender's sole option, the Commitment shall be terminated.

Yours truly,

MarshallZehr Group Inc.

Per:

Gregory Zehr

President

I have authority to bind the corporation

MARSHALLZEHR

- REAL ESTATE CAPITAL -

Acknowledged and agreed at Waterloo this 10th day of July, 2014.

Borrower:

2301402 Ontario Limited

Per: 

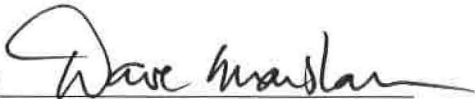
Name: David Marshall

Title: President

I have authority to bind the corporation

Guarantor:

2233525 Ontario Inc.

Per: 

Name: David Marshall

Title: President

I have authority to bind the corporation

MARSHALLZEHR

- REAL ESTATE CAPITAL -

Lender:

I HEREBY accept the terms and conditions as stated herein.

DATED at Waterloo, this 10 day of July, 2014.

MarshallZehr Group Inc.

Per: 
Gregory Zehr

"I/We have the authority to bind the Corporation"

December 18, 2019

PRIVATE AND CONFIDENTIAL

2301402 Ontario Limited
465 Phillip St, Suite 206
Waterloo, ON, N2L 6C7

Attention: David Marshall

RE: Project: Prince George 1
 Purpose: First 1st Amendment
 Borrower: 2301402 Ontario Limited
 Property Address: 139, 141 and 143 Main Street, Lucan, ON
 Current Maturity Date: July 25, 2015

MarshallZehr Group Inc. (the "Lender") is pleased to advise we have approved the following amendment (the "1st Amendment") to the above noted mortgage and Commitment Letter dated July 4, 2014:

Delete (Original):

Loan Amount: \$10,400,000 (the "Loan")

Insert (New):

Loan Amount: \$16,014,250.28 (the "Loan")

Delete (Original):

Maturity Date: July 25, 2015

Insert (New):

Maturity Date: January 1, 2022

Delete (Original):

Interest Rate: 9.50% per annum commencing on the date of the first advance, calculated, compounded and payable monthly on the 1st of each month subsequent to the first advance.

Note: Interest is calculated on the day of closing of the transaction and will be charged on the day of payment of the mortgage if it is received after 1 p.m. EST.

Insert (New):

Interest Rate: Prime + 1% per annum (Floor rate of 5%).



Interest shall accrue commencing on the date of the Initial Advance, calculated daily (365 days/year), compounded and payable monthly. The first six (6) months of interest will be paid from the interest reserve that will be held in the lender's trust account from the Prince George Retirement Residence MZGI-307 2nd Mortgage. Once the Interest Reserve has been fully utilized, interest payments will come from the Borrower's own resources. Prime shall be defined as the Bank of Montreal Prime Rate of Interest. For the purpose of determining the interest rate used in the interest calculation, the Bank of Montreal Prime Business Rate on the first day of each month will be used as the Prime Rate for that entire month.

Delete (Original):
Renewal:

Provided the Borrower is not in default of any of its obligations under this Commitment or under any Lender security, the Lender will offer one 12 month extension option with 60 days written notice prior to the end of the term or extended term (a "Renewal Term"), if applicable. The interest will be calculated and compounded at the same rate as the original term of this mortgage. The extension is open for repayment at any time, within the Renewal Term with 60 days' notice. The Borrower shall pay a renewal fee of one (1.00%) percent fee (the "Renewal Fee") of the total loan amount outstanding and such renewal requested shall not be effective unless the Renewal Fee is paid in full. The Borrower will be responsible for any reasonable costs associated with the extension.

Insert (New):
Renewal:

Provided the Borrower is not in default of any of its obligations under this Commitment or under any Lender security, the Lender will offer one Six (6) month extension option with 60 days written notice prior to the end of the Term (the "Renewal Term"). The interest will be calculated and compounded at the same rate as the original Term of this mortgage. The extension is open for repayment at any time, within the Renewal Term with 60 days' notice. The Borrower shall pay a renewal fee (the "Renewal Fee") of one (1.00%) percent of the borrowed amount, or of the outstanding balance if the Loan has been advanced and repayment has begun, and such shall not be effective unless the Renewal Fee is paid in full. A subsearch will be conducted by the Lender's solicitor upon the acceptance of this renewal letter at the Borrower's expense. The Borrower will be responsible for any reasonable costs associated with the extension.

Delete (Original):

Security to be Delivered:

1. A first mortgage in the amount of \$11,000,000.00 on the Project and property.



Insert (New):

Security to be Delivered:

1. A first mortgage in the amount of \$20,000,000.00 on the Project and property plus any accrued contingent payments. The mortgage will be registered at the interest rate of 5%.
2. **Collateral Mortgage** - A collateral 2nd mortgage on 133 Main Street, Lucan, ON being Lot 260, Plan 188; Lucan Biddulph Twp. in the amount of \$20,000,000.

Delete (Original):

No

Subordinate

Financing:

No additional financing, other than the proposed MarshallZehr 2nd mortgage of CAD 4,100,000.00 will be permitted without the prior written consent of the Lender and in the event of a default under this restriction, the entire principal, interest, fees and all other amounts under the commitment and security issued pursuant thereto become immediately due and payable.

Should additional subordinate financing be placed by the Borrower on the consent of the Lender, such consent will be conditional upon the secondary lender entering into a postponement, subordination and standstill agreement that requires the secondary lender to issue zero dollar discharges to the Lender and Borrower within 2 business days of being requested and requires complete cooperation in executing all postponements and consents as may be required to advance the development of the Project. Any discharge greater than zero shall require prior consent from the Lender. Failure to comply shall be considered a default by the Borrower.

(this space intentionally left blank)



Insert (New):
Subordinate
Financing:

No additional financing other than MarshallZehr Group Inc. subordinate positions will be permitted without the prior written consent of the Lender and in the event of a default under this restriction, the entire principal, interest, fees and all other amounts under the Commitment and security issued pursuant thereto shall become immediately due and payable.

Should additional subordinate financing be placed by the Borrower on the consent of the Lender, such consent will be conditional upon the secondary lender entering into a postponement, subordination and standstill agreement that requires the secondary lender to issue zero dollar discharges to the Lender and Borrower within 2 business days of being requested and requires complete cooperation in executing all postponements and consents as may be required to advance the development of the Project. Any discharge greater than zero shall require prior consent from the Lender. Failure to comply shall be considered a default by the Borrower.

Delete (Original):

Sections 4, 5 & 6:

4. Borrowers Covenants

The Borrower and, where applicable, each of the Guarantors covenants as follows and a breach of any covenant shall be a default under the terms of the Security:

1. The Borrower shall not assign, transfer or otherwise dispose of this Commitment or the Security without the Lender's prior written consent. However, the Commitment and Security may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower and Guarantor consent to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Project, the Borrower, and the Guarantor within the possession or control of the Lender.
2. Without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Project or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together with all accrued and unpaid interest thereon and any other amounts due under the Commitment or the Security, shall become due and payable.
3. The Borrower shall not commit any waste on the lands.
4. The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or in the officers and directors or a change in the



terms or the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.

5. The Borrower shall ensure that no deviation in excess of 60 days from any milestone date in the construction schedule or cost overrun, as determined by the Lender's quantity surveyor, occurs unless approved in writing by the Lender.

5. Default Provisions

Upon any default under this Commitment or the Security, the Lender may declare any or all of the obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Lender or not, and the Lender may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Project or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and 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 relative to the Borrower. Any such receiver or receivers so appointed shall have power to take possession of the Project or any part thereof and to carry on the business of the Borrower, and to borrow money required for the maintenance, preservation or protection of the Project or any part thereof, and to further charge the Project in priority to the security constituted by this Commitment as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Project on such terms and conditions and in such manner as he shall determine. In exercising any powers, any such receiver or receivers shall act as agent or agents for the Borrower and the Lender shall not be responsible for his or their actions.

In addition, the Lender may enter upon the applicable premises and lease or sell the whole or any part or parts of the Project. The Borrower agrees that it will be commercially reasonable to sell such part of the Project:

- (a) as a whole or in various units;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and



(c) by private sale after the receipt by the Lender of at least two offers from prospective arms-length purchasers.

Any 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 the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender 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. The term "receiver" as used in this letter includes a receiver and manager.

6. General Provisions

1. The Lender shall have no obligation to advance funds unless and until all of the above terms and conditions have been deemed by the Lender to be complete, true and otherwise in all respects satisfactory, in the Lender's sole discretion.

2. No term or requirement of this Commitment may be waived or varied orally or by any course of conduct of the Borrower or anyone acting on his behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to this Commitment must be in writing and signed by a duly authorized officer of the Lender and accepted by the Borrower and Guarantor.

3. The Lenders solicitors shall be:

SorbaraLaw
31 Union Street East
Waterloo, Ontario N2J 1B8

4. The Borrower's solicitor shall be:

SorbaraLaw
31 Union Street East
Waterloo, Ontario N2J 1B8

The Borrower shall bear any and all legal costs of the Lender.

5. Time is of the essence in this Commitment.

6. The Borrower and Guarantor agree that if any one or more of the provisions contained in this Commitment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Lender, not affect any or all other



provisions of this Commitment and this Commitment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. The waiver by the Lender of any breach or default by the Borrower of any provisions contained herein shall not be construed as a waiver of any other or subsequent breach or default by the Borrower. In addition, any failure by the Lender to exercise any rights or remedies hereunder or under the Security shall not constitute a waiver thereof.

8. The representations, warranties, covenants and obligations herein set out shall not merge or be extinguished by the execution or registration of the Security but shall survive until all obligations under this Commitment and the Security have been duly performed and the Loan, interest thereon and any other moneys payable to the Lender are repaid in full. In the event of any inconsistency or conflict between any of the provisions of the Commitment and any provision or provisions of the Security, the provisions of the Security will prevail.

9. No term or requirement of this Commitment may be waived or varied orally or by any course of conduct of the Borrower or anyone acting on his behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to this Commitment must be in writing and signed by a duly authorized officer of the Lender and accepted by the Borrower and Guarantor.

10. Notwithstanding the registration of the Security or the advancement of funds, the terms of this Commitment Letter shall not merge with the delivery and/or registration of the Security and shall remain in full force and effect. Any default under the terms of this Commitment Letter shall be deemed a default under the Security and any default under the terms of the Security shall be deemed a default under the terms hereof. In the event of a conflict between the terms of the Security and the terms of this Commitment Letter, the Lender, in its sole discretion may determine which shall take precedence and govern.

11. This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. A facsimile or electronic copy of an executed counterpart shall be deemed to be an original.

Insert New:

Sections 4, 5 & 6:

4.0 BORROWERS COVENANTS

The Borrower and, where applicable, each of the Guarantors covenants as follows and a breach of any covenant shall be a default under the terms of the Security:



4.1 Affirmative Covenants

So long as any amount under the Loan is outstanding or available, the Borrower covenants and agrees with the Lender that unless the Lender otherwise consents in writing:

- a) Punctual Payment – The Borrower shall duly and punctually pay the principal of all Advances made to it under the Loan, all interest thereon and all fees and other amounts required to be paid by the Borrower hereunder in the manner specified hereunder.
- b) Corporate Existence and Conduct of Business – The Borrower shall, and the Borrower shall cause the Guarantors to, maintain their respective corporate existences in good standing and do or cause to be done all things necessary to keep in full force and effect all properties, rights, franchises, licences and qualifications to carry on business in any jurisdiction in which it or they carry on business and each of the Borrowers shall, and the Borrower shall cause the Guarantors to, maintain all of its or their respective properties and assets consistent with industry standards.
- c) Compliance with Legislation – The Borrower shall do or cause to be done, and the Borrower shall cause the Guarantors to do or cause to be done, all acts necessary or desirable to comply with all material Applicable Laws, including, without limitation, all Requirements of Environmental Law and to preserve and keep in full force and effect all franchises, licences, rights, privileges and permits necessary to enable each of the Obligors to operate and conduct their respective businesses in accordance with standard industry practice and to advise the Lender of any anticipated changes, loss or sale of such franchises, licences, rights, privileges and permits.
- d) Material Litigation – The Borrower shall promptly give written notice to the Lender of any litigation, proceeding or dispute affecting it or any of the other Obligors if the result might, in such Borrower's bona fide opinion, have a Material Adverse Effect on the financial condition or operations of any of the Obligors or any of its Subsidiaries and from time to time furnish to the Lender all reasonable information requested by the Lender concerning the status of any such litigation, proceeding or dispute.
- e) Financial Statements and Other Information – The Borrower shall deliver, or cause to be delivered, to the Lender:
 - i. Annual Financial Statements of the Borrower – as soon as available and, in any event, within one hundred and twenty (120) days after the end of each of its fiscal years, copies of the Borrower's externally professional accountant prepared financial statements are required. Statements on a consolidated basis in each case consisting of the balance sheet, statement of profit and loss and surplus and statement of changes in financial condition for each such year, together with the notes thereto, all prepared in accordance with Generally Accepted Accounting Principles ("GAAP") consistently applied;
 - ii. Annual Financial Statements of the Guarantors – as soon as available and, in any event within ninety (90) days after the end of each fiscal year of each Guarantor, copies of such Guarantor's externally professional accountant prepared (Notice to



Reader) financial statements are required. Statements on an unconsolidated basis, in each case consisting of the balance sheet, statement of profit and loss and surplus and statements of change in financial condition for each such period, all in reasonable detail and stating in comparative form the figures for the corresponding date and period in the previous fiscal year prepared and certified by such Guarantor's, Chief Executive Officer or Chief Financial Officer, without personal liability;

- iii. Annual Corporate Notice of Assessment – Corporate Obligors shall provide to the Lender, their respective Notice of Assessments within 60 days of their corporate tax deadlines, for the most recently ended taxation year;
 - iv. Quarterly Financial Statements of the Borrower – as soon as available and, in any event within thirty (30) days after the end of each of its first, second and third Fiscal Quarters, copies of the Borrower's internally prepared quarterly financial statements on a consolidated basis, in each case consisting of the balance sheet, statement of profit and loss and surplus and statement of changes in financial condition for each such period all in reasonable detail and stating in comparative form the figures for the corresponding date and period in the previous fiscal year prepared and certified by its Chief Executive Officer or Chief Financial Officer, without personal liability;
 - v. Quarterly Compliance Certificates – as soon as available, and in any event, within thirty (30) days of the end of each Fiscal Quarter, a Loan Compliance Certificate as provided in Appendix B of this agreement are to be provided to the Lender;
 - vi. Quarterly Property Taxes - The Borrower shall ensure that all property taxes and any other taxes applicable to the Project have been paid when due except if such taxes are permitted encumbrances. On each tax installment date, the Borrower will provide to the Lender proof of payment;
 - vii. Monthly Bank Account Statements - as soon as available, and in any event, within seven (7) business days after the end of each calendar month, the bank statement detailing the activity in the Project specific bank account which will only contain activity relating to the Project;
 - viii. Insurance – 30 days prior to the insurance expiry date(s), the Borrower will provide to the Lender, a certificate of insurance and policy from its insurance broker indicating that all insurance required by the Lender is adequate and still in effect. Refer to Section 4.1 h) for further details;
 - ix. Other – The Lender may reasonably request such other financial information, reporting, certificates, projections of income and cash flow, and any information affecting the financial condition of the Project, the Property Interest, or the Obligor's business. This list is not exhaustive and the Lender may also reasonably request such other qualitative information including expected pre-sales, expected closings and associated timing, closed transactions, and editorial updates including project status, and photos showing progress at a reporting frequency prescribed at the time of request. Should such a request be made please refer to Appendix F.
- f) Rights of Inspection – At any reasonable time and from time to time upon reasonable prior notice, the Borrower shall permit and cause each of the other Obligors to permit, the Lender or any representative(s) thereof, at the expense and risk of the Borrower, to examine and make copies of and abstracts from the records and its physical and computer books of account with respect to the Project and the



Property Interests and to visit and inspect the Project and to discuss the affairs, finances and accounts of it with any of its officers, senior employees or managers (but not tenants, if applicable).

g) Insurance

- i. The Borrower shall maintain or shall cause to be maintained appropriate insurance coverage as agreed with the Lender or any Insurance consultant engaged by the Lender to assess the required coverage during the Project.
- ii. All such insurance policies shall:
 - a) name the Lender as a mortgagee thereunder as its interest may appear;
 - b) name MarshallZehr Group Inc. as additional insured and loss payee;
 - c) have attached the Insurance Bureau of Canada standard mortgage clause;
 - d) provide that no cancellation, termination or adverse amendment thereof shall take effect unless the insurer concerned has given the Lender not less than thirty (30) days prior written notice of such proposed action;
 - e) provide that proceeds of all insurance for physical damage and rental losses shall be payable to the Lender or as it may direct; and
 - f) otherwise be in such form as the Lender shall reasonably require.
- iii. So long as no Event of Default has occurred and is continuing, the proceeds of all insurance relating to physical damage and rental losses shall be, with the approval of the Lender:
 - a) applied in reduction of amounts outstanding hereunder; or
 - b) released to the Borrower subject to compliance with such conditions as the Lender may require.
- iv. If an Event of Default has occurred or is continuing, the proceeds of all insurance relating to physical damage and rental losses shall be payable to the Lender to be applied by it in reduction of the amounts outstanding hereunder.
- v. The proceeds of all insurance held by the Lender shall, unless and until the same are applied or released to the Borrower as aforesaid, constitute continuing collateral security for the Borrower's obligations and liabilities in respect of amounts outstanding hereunder. The Lender shall place such funds in an interest-bearing account and interest thereon shall accrue to the benefit of the Borrower.
- vi. In the event that the Lender shall not be obligated hereunder to apply the proceeds of insurance to pay for the cost of repairing the damage or destruction to or replacement of the property in respect of which the insurance is payable and the Lender elects to apply the proceeds of insurance to amounts owing by the Borrower hereunder, each of the Borrower (on its own behalf and on behalf of each of the Guarantors), hereby irrevocably waives any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the Property.
- vii. The Borrower shall deliver or cause to be delivered to the Lender, certificates of insurance signed by the insurers, or other evidence satisfactory to the Lender, acting reasonably, of the insurance coverage required hereunder, including certificates of renewal as soon as they are available.
 - h) Notices – The Borrower shall promptly give notice to the Lender of:
 - a) any fire or other casualty or any notice of expropriation, action or proceeding materially affecting any Project;
 - b) all claims, proceedings, suits, actions or litigation in respect of any Obligor or the Project (whether or not any such claim, proceeding, suit, action or litigation



is covered by insurance) which, if determined adversely, could have a Material Adverse Effect; the occurrence of any Default or Event of Default;

c) any other matter or event that has a Material Adverse Effect.

i) Use of Advances - The Borrower shall use all Advances made to it for the specific purposes set out in the Loan.

j) Payment of Taxes, etc. - The Borrower shall, and the Borrower shall cause each of the Guarantors to, from time to time:

i. pay or cause to be paid all rents, Taxes, rates, levies or assessments, ordinary or extraordinary, governmental fees or dues, lawfully levied, assessed or imposed upon any Obligor or any of the assets of any Obligor, as and when the same become due and payable;

ii. withhold, deduct and collect all Taxes required to be withheld, deducted and collected by it, and remit such Taxes to the appropriate Governmental Authority at the time and in the manner required; and

iii. pay and discharge all obligations incidental to any trust imposed upon it, by statute which, if unpaid, might become an encumbrance upon any of the Properties,

except when and so long as any such rents, Taxes, rates, levies, assessments, fees, dues or obligations constitute a permitted encumbrance and the validity thereof is in good faith being contested by such Obligor.

k) Material Documents, Leases and Permitted Encumbrances - The Borrower shall ensure that all material documents and permitted encumbrances are kept in good standing in all material respects and will advise the Lender forthwith after being so notified of a material breach or alleged material breach of any material documents or permitted encumbrances. It will ensure that it does not default under any major lease related to any Property and will advise the Lender forthwith after being so notified of a material breach of any major lease.

l) New Material Documents – The Borrower will promptly advise the Lender if any Obligor enters into any agreement which could reasonably be expected to be a material document and shall provide a copy of such agreement to the Lender.

m) Security – The Borrower shall, and the Borrower shall cause each of the Guarantors to, provide the Security contemplated hereunder, perfected to the satisfaction of the Lender.

n) Environmental Law – The Borrower shall, and the Borrower shall cause each of the Guarantors to, with respect to each Project:

i. notify the Lender promptly of any event or occurrence that will, or is likely to, give rise to an inquiry or investigation, or any legal proceeding, relating to, or a violation of, the Requirements of Environmental Law;

ii. provide the Lender, on request, such information, certificates or statutory declarations, and shall conduct such environmental audits or site assessments, as may be reasonably necessary to ensure the compliance with all Requirements of Environmental Law; and

iii. execute, and cause each of the Guarantors to execute, all consents, authorizations and directions to appropriate Governmental Authorities that are required to permit the inspections mandated by law of each of the Properties or the property and the



release to the Lender, or its representatives, of information relating to the assets or undertakings of each Obligor. The Borrower hereby irrevocably constitutes and appoints, and the Borrower shall cause each Guarantor to irrevocably constitute and appoint, the Lender the true and lawful attorney of the such Borrower or such Guarantor, as the case may be, with full power of substitution, to execute any of the foregoing consents, authorizations and directions; provided however that such power of attorney shall only be exercised during the continuance of an Event of Default.

o) Maintain Security – The Borrower will fully and effectually maintain and keep the Security valid and effective at all times during the continuance of this Agreement, and it will not permit or suffer the registration of any debt, lien, privilege or encumbrance whatsoever other than permitted encumbrances and the Security (including the Existing Security), whether of workmen, builders, contractors, engineers, architects or suppliers of material, on or in respect of any Property (except such liens which only affect or purport to affect a tenant's interest in the Property), provided that the registration of any construction lien or privilege shall not be deemed to be a breach of this covenant if the Borrower shall contest same and shall if the Lender so requires, give security to the satisfaction of the Lender for the due payment of the amount claimed in respect thereof and provided further that nothing herein will require the Borrower to renew or amend financing statements filed under personal property security statutes.

p) Operation and Repair – Except as otherwise permitted herein, the Borrower will ensure the diligent management and operation of each of the Properties and repair and keep in repair and good order and condition, or cause to be so repaired and kept in repair and good order and condition, all buildings, structures, plant, machinery and equipment used in or in connection with each of the Properties and which are necessary in connection with the efficient operation of such business and undertaking up to a modern standard of usage and, subject to the provisions of this Agreement, renew and replace, or cause to be renewed or replaced all and any of the same which may be worn, dilapidated, unserviceable, inconvenient or destroyed, even by a fortuitous event, fire or other cause, and at all reasonable times allow, and cause the Guarantors to allow, the Lender or its representative access to each of the Properties in order to review the state and condition the same are in.

q) Payment of Preferred Claims – The Borrower shall, and the Borrower shall cause each of the Guarantors to, from time to time pay or cause to be paid, all amounts related to taxes, wages, workers' compensation obligations, government royalties or pension fund obligations and any other amount which may result in an encumbrance against the assets of any Obligor arising under Applicable Law.

r) Maintain and Operate – The Borrower will diligently maintain, use and operate or will cause to be maintained, used and operated the Property Interest and the Project, in a proper and efficient manner so as to preserve and protect the Property Interest and each of the Properties.

s) Lease Attornment – Subject to the requirements, if any, within any leases for the Lender to execute and deliver non-disturbance agreements, the Borrower agrees, at the written request of the Lender, to use all reasonable commercial efforts to obtain from the tenants under such leases and deliver to the Lender such instruments of attornment, postponement or subordination as the tenants under such leases are required to provide and as the Lender may reasonably request in a



form acceptable to the Lender, acting reasonably, and which is otherwise consistent with the terms of such leases.

t) Expropriation – Any awards or payments received by an Obligor for expropriation of any Project Lands, or any part thereof, which are, in respect of any single payment or award, equal to or greater than \$1,000 shall, unless the Lender otherwise agrees, be forthwith paid to the Lender to repay amounts outstanding up to the amount outstanding hereunder at such time.

4.2 Financial Covenants

So long as any amount payable hereunder is outstanding or the Loan is available hereunder, the Borrower covenants and agrees with the Lenders that, unless the Lender otherwise consents in writing:

a) Maximum Borrowing – The Borrower shall ensure that outstanding Advances under the Commitment Letter do not exceed the most current calculation of the Maximum Total Amount Available (Loan Amount less estimated costs to complete). The Loan Amount is the total credit approved as outlined in Section I.

4.3 Negative Covenants

So long as any amount payable hereunder is outstanding or the Loan Facilities are available hereunder, each of the Borrower (with respect to itself and each of the other Obligors) covenants and agrees with the Lender that, unless the Lender otherwise consents in writing:

a) Sale of Guarantors – The Borrower shall not, and shall cause every other Person with an ownership interest in a Guarantor (other than the Borrower) not to, sell, transfer, assign, convey or otherwise dispose of its ownership interest in any of the Guarantors (other than the Borrower) to any Person except another Affiliate of the Borrower (but only if such Guarantor remains a direct or indirect wholly-owned Subsidiary of the Borrower) or except with the prior written consent of the Lenders, such consent not to be unreasonably withheld or delayed.

b) No Merger, Amalgamation, Etc. – Except as otherwise permitted hereunder, no Obligor shall enter into any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other Person (whether by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, merger, transfer, sale or otherwise).

c) No Sale, etc. of Property Interest – No Obligor shall sell, transfer, assign or otherwise dispose of all or any portion of any Property Interest except pursuant to a permitted encumbrance.

d) No Dissolution – No Obligor shall liquidate, dissolve or wind-up or take any steps or proceedings in connection therewith, provided, however, that a Guarantor (other than the Borrower) may enter into a transaction designed to wind-up or dissolve such Guarantor into the Borrower, but not without the Lender's consent, such consent not to be unreasonably withheld or delayed; the parties agree that the



Lender's consent will not have been unreasonably withheld if, in the Lender's sole discretion, the Lenders' credit risk or the Security will be adversely affected by the proposed transaction.

e) Non-Arm's Length Transactions – No Obligor shall enter into any contract relating in any manner to the Property Interest with an Affiliate (e.g. any related entity with a related ownership interest held directly or indirectly) for the sale, purchase, lease or other dealing in any property other than at a consideration which is no more than the fair market value of such property or other than at a fair market rental as regards leased property.

f) Negative Pledge – Except for permitted encumbrances, no Obligor shall create, issue, incur, assume or permit to exist any mortgage, charge, lien or other encumbrance on the Property Interest other than permitted encumbrances.

g) No Changes to Material Document – No Obligor shall amend, surrender or terminate any material document without the prior written consent of the Lender which consent is not to be unreasonably withheld or delayed.

h) No Changes to Major Leases – No Obligor shall terminate or accept a surrender of, or agree to any material amendment to, any major lease without the consent of the Lender which consent is not to be unreasonably withheld or delayed. For the sake of clarification, amendments related to the term, rent or premises to be rented shall be considered material.

i) Dealing with Leases – None of the Obligors shall enter into any leases or amend, renew, terminate, forfeit or cancel any leases unless:

- i. such leases, amendments, renewals, terminations, forfeitures or cancellations are made on arm's length terms and in good faith; and
- ii. such leases, amendments, renewals, terminations, forfeitures or cancellations reflect good business practice.

(this space intentionally left blank)



- j) Concerning Leases Generally – Except in the ordinary course of business and provided such action is prudent in the circumstances, none of the Obligors shall accept or require payment of rent or other moneys payable by a tenant under any lease that would result in more than three months of such rent or other moneys being prepaid under such lease other than:
- i. prepaid rent or deposits on account of rent which represent the portion of the cost of construction of the relevant demised premises which exceeds the portion of such cost which was used as the basis for determining the basic rental otherwise payable under such lease; or
 - ii. amounts representing a bona fide pre-calculation of any amount (which is required to be paid under such lease) in addition to basic rent, including amounts payable with respect to taxes and maintenance of the applicable Property and overage and percentage rents; or
 - iii. lease surrender payments made by the tenant under such lease; and
 - iv. except for any renewals or extensions of existing leases pursuant to the terms thereof, each of the Obligors shall not hereafter enter or purport to enter into or suffer to exist any lease in respect of any Project except if the Security shall have priority over such lease and such lease shall provide that such lease is subordinated to the Security and contain a covenant of the tenant thereunder obligating such tenant if and whenever required by the Lender to attorn to and become the tenant of the Lenders or any purchaser from the Lenders in the event of an exercise by the Lenders of their remedies under the Documents, for the then unexpired residue of the term of, and upon all of the terms and conditions of such lease.
- k) No Waiver – Except as otherwise provided pursuant to Section 5, no Obligor shall waive, or agree to waive, any failure of any party to any permitted encumbrance, material document or lease to perform any material obligation thereunder or suffer or permit anything allowing any party thereto to terminate any such agreement or consent to any assignment thereof by any party thereto unless the same is in the ordinary course of business, is in accordance with good business practice and the same would not have a Material Adverse Effect.
- l) Ground Leases – No Obligor will agree with the landlords under any of the ground leases to terminate, forfeit, cancel, alter, amend or modify any ground lease or provide a surrender of any ground lease prior to the end of the term of such ground lease unless such surrender occurs concurrently with the acquisition of the freehold interest in the applicable Property and the applicable Obligor concurrently provides a mortgage of such freehold interest to the Lender together with such legal opinions and other documents and agreements as the Lender may reasonably require in connection therewith. No Obligor shall exercise any right of termination it may have under any ground lease.
- m) Freehold Interest in the Property – Unless the Lender otherwise expressly consents in writing, which consent shall not be unreasonably withheld or delayed, the freehold estate in the Property and the leasehold estate demised by the ground leases, respectively, shall not merge but shall always remain, respectively, separate and distinct notwithstanding the union of such estates either in the respective landlords or, any Obligor.
- n) Name Change – No Obligor shall change its name without first giving notice to the Lender of its new name and the date when such new name is to become effective.



- o) Change of Chief Executive Office – No Obligor shall change its chief executive office or the location of the offices where it keeps its records respecting receivables and rents or move any of the inventory, securities or equipment from the present locations thereof without prior written notice to the Lender.

5.0 DEFAULT PROVISIONS

The content of this default provisions section shall be subject to the restrictions of any priority agreement(s) between the Lender and any other permitted encumbrance holders.

5.1 Events of Default

The occurrence of any one or more of the following events (each such event being herein referred to as an "Event of Default") shall constitute an Event of Default under this Agreement:

- a) Payment of Principal – if the Borrower defaults in the payment of the principal of any Advance under any Credit Facility when due and payable, without any requirement by the Lender to provide notice of the same;
- b) Payment of Interest and Fees – if the Borrower defaults in the payment of:
 - i. any interest (including, if applicable, default interest) due on any Advance under this Commitment;
 - ii. any fee with respect to this Commitment, including Lender Fee, Renewal Fee, etc.
 - iii. any other amount not specifically referred to herein payable by the Borrower to the Mortgage Administrator or the Lenders (or any of them) hereunder when due and payable; and such default continues for three (3) Business Days after notice of such default has been given by the Lender to the Borrower;
- c) Covenants or Obligations – if any Obligor neglects to observe or perform any covenant or obligation contained in any Document on its part to be observed or performed (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this Section 5.0) and, such Obligor shall fail (in the case of those defaults which can be rectified by such Obligor) to remedy such default within a period of thirty (30) days after the giving of notice, unless the Lender (having regard to the subject matter of the default) shall have agreed to a longer period and, in such event, within the period agreed to by the Lender;
- d) Cross Default – if a default or an Event of Default as defined in any indenture or instrument evidencing, or under which, any indebtedness for borrowed money of any Obligor or of any Associate (as that term is defined in the Business Corporations Act R.S.O. 1990) of any Obligor has occurred and is continuing; provided, however, that if such default or Event of Default under such indenture or instrument shall be remedied or cured by such Obligor or Associate of such Obligor or be waived by the holders of such indebtedness before any judgment or decree for the payment of the money due shall have been obtained or entered, then the Event of Default hereunder by reason thereof shall be deemed likewise to have been thereupon remedied, cured or waived without further action on the part of the



Lender;

- e) Priority Encumbrance Cross Default – if an Event of Default as defined in any indenture or instrument which is an encumbrance on any Property in priority to the Security shall have occurred and be continuing and all applicable cure periods have expired;
- f) Bankruptcy or Insolvency Order – if a decree or order of a court of competent jurisdiction is entered adjudging any Obligor a bankrupt or insolvent, or approving as properly filed a petition seeking the winding-up of such Obligor, under the Companies' Creditors Arrangement Act (Canada), the Bankruptcy and Insolvency Act (Canada) or the Winding Up and Restructuring Act (Canada) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against, or against any substantial part of the assets of any Obligor or material subsidiary or ordering the winding up or liquidation of its affairs, and any such decree or order continues unstayed and in effect for a period of ten (10) business days;
- g) Insolvency – if any Obligor becomes insolvent, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the Bankruptcy and Insolvency Act (Canada) or any comparable law, seeks relief under the Companies' Creditors Arrangement Act (Canada), the Winding Up and Restructuring Act (Canada) or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency;
- h) Trustee or Receiver Appointed – if any proceedings are commenced against, or steps are taken by, any Obligor for the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other Person with similar powers of such Obligor or of all or any substantial portion of its assets, or seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights and in the case of any such proceedings commenced against such Obligor, such proceedings are not stayed or dismissed within ten (10) days after the commencement thereof;
- i) Material Provision or Agreement Null and Void – if any material provision of this Agreement or of any material document ceases to be in full force and effect (other than through the normal expiration of the stated term of such material document pursuant to the terms thereof) or is declared null and void or invalid or any breach or default shall occur under any material document that has a Material Adverse Effect and such breach or default is not remedied within ten Business Days of such occurrence or such longer or shorter cure period as may be allowed the applicable Obligor pursuant to the terms of such material document;
- j) Judgements – if a judgment or decree for payment of money due in an amount of \$5,000 or more (in any single instance or in the aggregate for all such judgments and decrees against each of the Obligors) shall have been obtained or entered against any Obligor (except in the case of any such judgment or decree in respect of which recourse is limited to property which is not subject to the Security hereunder) and such judgment or decree shall not have been, and remain, vacated, discharged or stayed pending appeal within the applicable appeal period;
- k) Incorrect Representation or Warranty – if any representation or warranty



made or deemed to be made by any Obligor in any Document or in any certificate or other document at any time delivered in connection with this Agreement to the Lender shall prove to have been incorrect or misleading in any material respect on and as of the date thereof and with respect to any such incorrect or misleading representation or warranty that is capable of being cured, such incorrectness or misleading aspect continues for a period of ten (10) Business Days or more;

l) Invalid Security – if any of the Security shall cease to be a valid and perfected first priority security interest as against third parties subject only to permitted encumbrances and such state continues for more than two business (2) days;

m) Material Adverse Effect – if the Lender determines, in their sole discretion acting reasonably, that there has been a material change in the business, assets, properties, liabilities, operations, condition (financial or otherwise) of the Obligors, individually, or its subsidiaries taken as a whole or the ability to perform its obligations under the Commitment;

n) Creditor Seized Property – if the property of any Obligor or a part thereof which is, in the opinion of the Lender, a substantial portion thereof, is seized or otherwise attached by creditors pursuant to any legal process, the enforcement of a secured claim or otherwise or if a distress, execution or any similar process is levied or enforced against any Obligor and the same is not released, bonded, satisfied, discharged, vacated or stayed within the shorter of a period of thirty (30) days or such shorter period as would permit any Property or any part thereof to be sold thereunder;

o) Dissolution, Liquidation or Wind-Up Proceedings – if proceedings are commenced for the dissolution, liquidation or winding-up of any Obligor, or for the suspension of the operations of any Obligor, unless such proceedings are stayed or dismissed within thirty (30) days of the commencement thereof;

p) Assignment, Disposition or Conveyance – if any Obligor makes or agrees to make an assignment, disposition or conveyance, whether by sale or otherwise, of all its assets (or a material portion thereof) in bulk;

q) Default Under Permitted Encumbrance or Material Document – if there is a default by any Obligor under any permitted encumbrance, or material document in respect of the Project and such default has a Material Adverse Effect and is not rectified within five business days; or

r) Financial Covenant Default – if there is a default by the Borrower of any of the Financial Covenants outlined in Section 4.2;

s) Merger or Amalgamation – if any transaction occurs (whether by reconstruction, reorganization, consolidation, amalgamation, merger, transfer, sale or otherwise) whereby all or substantially all of an Obligor's undertaking, property and assets, or any interest therein becomes the property of any other person, or in the case of any amalgamation, of the continuing company resulting therefrom, or if any Obligor is dissolved; or

t) Environmental – if any Obligor violates or breaches any Requirements of Environmental Law applicable to the Project (or, in the case of the Guarantor, applicable to all or any material part of its property and assets) or if any Obligor violates or breaches any other Applicable Law and such breach or violation of Applicable Law has or could reasonably be expected to have a Material Adverse



Effect and continues for the shorter of a period of 30 days or 10 business days less than any such period as would permit the property in question to escheat to the Crown or be sold or otherwise forfeited; or For greater certainty, none of the foregoing events shall constitute an Event of Default hereunder if the default is cured or remedied within the time limited therefor pursuant to the applicable provision of this Section 5.1.

5.2 Acceleration and Demand

Upon the occurrence of any Event of Default that has not been cured within the timelines set out herein, the Lender by written notice to the Borrower (an "Acceleration Notice") shall be entitled to:

- a) declare the Loan and the right of the Borrower to apply for further Advances to be terminated;
- b) declare all Obligations (whether matured or unmatured, drawn or undrawn) of the Borrower to the Lender (including, without limitation, the all unpaid fees whether or not deemed earned) to be immediately due and payable (or to be due and payable at such later time as may be stated in such notice) without further demand, presentation, protest or other notice of any kind, all of which are expressly waived by Borrower;
- c) upon the occurrence of an Event of Default specified in Section 5.1(a), the Loan shall automatically terminate and all Obligations specified in Section I shall automatically become due and payable, in each case without any requirement that notice be given to the Borrower;
- d) Immediately upon the occurrence of an Event of Default specified in Section 5.1 or at the time stated in an Acceleration Notice, the Borrower shall pay to the Lender all amounts owing or payable in respect of all Obligations of such Borrower specified in Section I, failing which all rights and remedies of the Lender under the Documents, at law, in equity or otherwise shall thereupon become enforceable and shall be enforced by the Lender.

(this space intentionally left blank)



5.3 Appointment of Receiver

a) Upon any default under this Commitment or the Security, that is not cured within the time frames set out herein, the Lender may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Lender or not, and the Lender may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Project or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and 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 relative to the Borrower. Any such receiver or receivers so appointed shall have power to take possession of the Project or any part thereof and to carry on the business of the Borrower, and to borrow money required for the maintenance, preservation or protection of the Project or any part thereof, and to further charge the Project in priority to the security constituted by this Commitment as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Project on such terms and conditions and in such manner as he shall determine. In exercising any powers, any such receiver or receivers shall act as agent or agents for the Borrower and the Lender shall not be responsible for his or their actions.

b) In addition, the Lender may enter upon the applicable premises and lease or sell the whole or any part or parts of the Project. The Borrower agrees that it will be commercially reasonable to sell such part of the Project:

- i. as a whole or in various units;
- ii. by a public sale or call for tenders by advertising such sale; and
- iii. by private sale.

c) Any 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 the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.

d) No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender 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. The term "receiver" as used in this letter includes a receiver and manager.



5.4 Application of Payments Following Demand and Acceleration

Except as otherwise agreed to by the Lender in its' sole discretion, any sum received by the Lender at any time after the delivery of an Acceleration Notice or the occurrence of an Event of Default specified in Section 5.1 which the Lender is obliged to apply in or towards the satisfaction of sums due from the Borrower under any Document shall be applied by the Lender in accordance with amounts owed to the Lender by the Borrower in respect of each category of amounts set forth below, each such application to be made in the following order with the balance remaining after application in respect of each category to be applied to the next succeeding category:

- a) in or towards payment of any expenses and fees then due and payable to the Lender hereunder and owing by the Borrower (including, without limitation, in the case of the Borrower, any such fees and expenses owing whether or not deferred or contingent);
- b) in respect of amounts due and payable by such Borrower to the Lenders by way of interest and fees (including, without limitation, in the case of the Borrower, any such interest and fees owing whether or not deferred or contingent);
- c) in respect of any other amount (other than Advances) not hereinbefore referred to in this Section 5.4 which are then due and payable by the Borrower hereunder such Borrower under any Document (including, without limitation, in the case of the Borrower, any such other amounts owing whether deferred or contingent);
- d) in or towards repayment to the Lender of the Principal Advances to such Borrower then outstanding hereunder; and
- e) any remaining amounts to be released to the Borrower or as required by the loan.

For certainty, unless otherwise agreed by the Lender, all amounts owing by the Borrower in each of the above-noted categories (whether directly or indirectly by virtue of Guarantees) shall, within each category, rank *pari passu* and be applied *pro rata* to the Obligations owing by the Borrower within such category based on the respective outstanding amounts.

5.5 Remedies Cumulative

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lender under the Documents are cumulative and are in addition to and not in substitution for any rights or remedies provided by law; any single or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement therein contained shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Lender may be lawfully entitled for the same default or



breach, and any waiver by the Lender of the strict observance, performance or compliance with any term, covenant, condition or agreement therein contained, and any indulgence granted thereby, shall be deemed not to be a waiver of any subsequent default. The Lender may, to the extent permitted by Applicable Law, bring suit at law, in equity or otherwise for any available relief or purpose including but not limited to:

- 1) the specific performance of any covenant or agreement contained in the Documents;
- 2) enjoining a violation of any of the terms of the Documents;
- 3) aiding in the exercise of any power granted by the Documents or by law; or
- 4) obtaining and recovering judgment for any and all amounts due in respect of the Advances or amounts otherwise due hereunder or under the Documents.

To the extent permitted by applicable law, Borrower hereby waives any rights now or hereafter conferred by statute or otherwise which may limit or modify any of the Lender's rights or remedies under the Documents.

5.6 Set-Off

In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, the Lender is authorized at any time after the delivery of an Acceleration Notice or the occurrence of an Event of Default specified in Section 5.1 which has not theretofore been waived or rescinded by the Lender and from time to time thereafter without notice to Borrower or to any other person, any such notice being expressly waived by the Borrower, to set-off and to appropriate and to apply any and all deposits (general and special) and any other indebtedness at any time held by or owing to the Lender for the account of the Borrower against and on account of the obligations and liabilities of the such Borrower to the Lender or such Lender under this Agreement, including, without limitation, contingent or deferred obligations of the Lenders.

5.7 Cash Collateral Accounts

Upon delivery of an Acceleration Notice or the occurrence of an Event of Default specified in Section 5.1 and in addition to any other rights or remedies of the Lenders hereunder, the Lender shall thereafter be entitled to deposit and retain in an account to be maintained by the Lender, and which for the purposes hereof shall be considered to be the Lender's account and not the Borrower's account bearing interest for the Borrower at the rates of interest of the Lender as may be applicable in respect of other deposits of similar amounts for similar terms, amounts which



are received by the Lender from the Borrower to the extent that and for so long as such amounts either may be required to satisfy any Obligations of such Borrower or are actually used to satisfy any such Obligations; provided that if such amounts are no longer required or not so used, the Lender shall forthwith return the same together with interest accrued thereon to the Borrower.

5.8 Lender May Perform Covenants

If the Borrower shall fail to perform any covenant on its part herein contained, the Lender may, upon prior notice to the Borrower, perform any of the said covenants capable of being performed by the Lender and, if any such covenant requires the payment or expenditure of money, it may make such payment or expenditure with its own funds and shall be entitled to reimbursement of any such expenditure. All amounts so paid by the Lender hereunder shall be repaid by the Borrower on demand and therefore shall bear interest at the rate set forth in Section I from the date paid by the Lender hereunder to and including the date such amounts are repaid in full by the Borrower.

(this space intentionally left blank)



5.9 GENERAL PROVISIONS

The Lender shall have no obligation to advance funds unless and until all of the above terms and conditions have been deemed by the Lender to be complete, true and otherwise in all respects satisfactory, in the Lender's sole discretion.

No term or requirement of this Commitment may be waived or varied orally or by any course of conduct of the Borrower or anyone acting on his behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to this Commitment must be in writing and signed by a duly authorized officer of the Lender and accepted by the Borrower and Guarantor.

The Lenders solicitors shall be:

Sorbara Schumacher McCann LLP
31 Union Street East
Waterloo, Ontario N2J 28
Attention: Mark Schumacher

The Borrower's solicitor shall be:

Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9
Attention: Robert Miller

The Borrower shall bear any and all reasonable legal costs of the Lender.

Time is of the essence in this Commitment.

The Borrower and Guarantors agree that if any one or more of the provisions contained in this Commitment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Lender, not affect any or all other provisions of this Commitment and this Commitment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

The waiver by the Lender of any breach or default by the Borrower of any provisions contained herein shall not be construed as a waiver of any other or subsequent breach or default by the Borrower. In addition, any failure by the Lender to exercise



any rights or remedies hereunder or under the Security shall not constitute a waiver thereof.

The representations, warranties, covenants and obligations herein set out shall not merge or be extinguished by the execution or registration of the Security but shall survive until all obligations under this Commitment and the Security have been duly performed and the Loan, interest thereon and any other moneys payable to the Lender are repaid in full. In the event of any inconsistency or conflict between any of the provisions of the Commitment and any provision or provisions of the Security, the Lender shall choose which provisions that will prevail.

a) Notwithstanding the registration of the Security or the advancement of funds, the terms of this Commitment Letter shall not merge with the delivery and/or registration of the Security and shall remain in full force and effect. Any default under the terms of this Commitment Letter shall be deemed a default under the Security and any default under the terms of the Security shall be deemed a default under the terms hereof. In the event of a conflict between the terms of the Security and the terms of this Commitment Letter, the Lender, in its sole discretion may determine which shall take precedence and govern.

b) This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. A facsimile or electronic copy of an executed counterpart shall be deemed to be an original.

The following provisions shall be included in this Amendment that were not contemplated in the original Commitment:

Cancellation: The Lender may on demand require immediate payment of all amounts outstanding or accrued in connection with this Commitment. The Lender may at any time, for any reason and without notice, cancel the undrawn portion of the Loan.



Project: Prince George 1
December 18, 2019

Subsearch: A subsearch will be completed prior to executing this Amendment at the expense of the Borrower .

All other terms of the Commitment shall survive, unamended.

This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. A facsimile or electronic copy of an executed counterpart shall be deemed to be an original.

By signing this amending letter the Borrowers and Guarantors agree that the Lender may obtain credit and other financially related information about the Borrower(s) and the Guarantor(s), including reports from other credit grantors, consumer reporting agencies and credit bureau.

The execution of this letter does not obligate the Lender to advance any of the agreed funds unless all of the conditions to such advances have been satisfied to the satisfaction of the Lender and its solicitors.

If you are in agreement with the above terms, please indicate such agreement by signing and forwarding to the undersigned a copy of this agreement by December 18, 2019.

This Amendment Letter is not binding until it has been approved and signed back by an Officer of the Lender, MarshallZehr Group Inc. and the mortgage is in good standing.

Sincerely,


 **Marshall
Zehr**

Financing Efficiency = Opportunity

Cecil Hayes CIM
Chief Operating Officer

T 519 342 1000 X 233

C 519 590 3810

marshallzehr.com | email

Broker

MarshallZehr Group Inc. | Mortgage Administration #11955 | Mortgage Brokerage #12453



Project: Prince George 1
December 18, 2019

By signing below, I agree to the extension of the above-noted mortgage.

Borrower:

I HEREBY accept the terms and conditions as stated herein.

DATED this 19th day of December, 2019.

2301402 Ontario Limited

Per: David Marshall

Name: David Marshall

Title: President

I have authority to bind the corporation

The following parties execute this Commitment letter in their capacities as guarantors only.

2233525 Ontario Inc.

Per: David Marshall

Name: David Marshall

Title: President

I have authority to bind the corporation



Project: Prince George 1
December 18, 2019

Lender:

I HEREBY accept the terms and conditions as stated herein.

DATED at Waterloo, this 19th day of December, 2019.

MarshallZehr Group Inc.

A handwritten signature in blue ink, appearing to be 'G. Zehr', is written over a horizontal line.

Per:

Gregory Zehr

CEO & Co-Founder

I have the authority to bind the Corporation



Financing Efficiency = Opportunity

MarshallZehr Group Inc.

465 Phillip Street, Suite 206
Waterloo ON N2L 6C7 Canada

December 22, 2021

PRIVATE AND CONFIDENTIAL

2301402 Ontario Limited
139 Main Street
Lucan, ON,
N0M 2J0

Attention: David Bodanis

RE:	Project:	Prince George 1
	Purpose:	Second (2 nd) Amendment
	Borrower:	2301402 Ontario Limited
	Property Address:	139, 141 and 143 Main Street, Lucan, ON
	Current Maturity Date:	January 1, 2022

MarshallZehr Group Inc. (the "Lender") is pleased to advise we have approved the following amendment (the "2nd Amendment") to the above noted mortgage and Commitment Letter dated July 4, 2014, and the 1st Amendment dated December 18, 2019:

Delete (Original):

Guarantors: 2233525 Ontario Inc., together with such other related parties as the Lender may deem advisable (the "Guarantor")

Insert (New):

Guarantors: 2233525 Ontario Inc., and 2745859 Ontario Inc., together with such other related parties as the Lender may deem advisable (collectively the "Guarantor")

Delete (Original):

Loan Amount: \$16,014,250.28 (the "Loan")

Insert (New):

Loan Amount: \$17,262,643.59 (the "Loan")

Delete (Original):

Maturity Date: January 1, 2022

Insert (New):

Maturity Date: July 1, 2022

Delete (Original):

MarshallZehr Group Inc. | Mortgage Administration #11955 | Mortgage Brokerage #12453
465 Phillip St., Suite 206, Waterloo, ON N2L 6C7 | p.519.342.1000 f.519.342.0851|www.marshallzehr.com



Project: Prince George 1

Interest Rate: Prime + 1% per annum (Floor rate of 5%).

Interest shall accrue commencing on the date of the Initial Advance, calculated daily (365 days/year), compounded and payable monthly. The first six (6) months of interest will be paid from the interest reserve that will be held in the lender's trust account from the Prince George Retirement Residence MZGI-307 2nd Mortgage. Once the Interest Reserve has been fully utilized, interest payments will come from the Borrower's own resources. Prime shall be defined as the Bank of Montreal Prime Rate of Interest. For the purpose of determining the interest rate used in the interest calculation, the Bank of Montreal Prime Business Rate on the first day of each month will be used as the Prime Rate for that entire month.

Insert (New):
Interest Rate: Prime + 1% per annum (Floor rate of 5%).

Interest shall be paid quarterly and accrue for three months until the bullet payment is due as described below, commencing on the date of the Initial Advance, calculated daily (365 days/year), compounded monthly and payable quarterly. The first three (3) months of interest beginning January 1, 2022 will be payable in a bullet payment on April 1, 2022. The second bullet payment equal to three months of accrued interest shall be payable on July 1, 2022 on the maturity date of the loan. Prime shall be defined as the Bank of Montreal Prime Rate of Interest. For the purpose of determining the interest rate used in the interest calculation, the Bank of Montreal Prime Business Rate on the first day of each month will be used as the Prime Rate for that entire month.

The following provisions shall be included in this Amendment that were not contemplated in the original Commitment:

Subsearch: A subsearch will be completed prior to executing this Amendment at the expense of the Borrower.

All other terms of the Commitment and 1st Amendment shall survive, unamended.



Project: Prince George 1

This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. A facsimile or electronic copy of an executed counterpart shall be deemed to be an original.

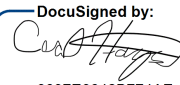
By signing this amending letter the Borrower and Guarantor agree that the Lender may obtain credit and other financially related information about the Borrower and the Guarantor, including reports from other credit grantors, consumer reporting agencies and credit bureau.

The execution of this letter does not obligate the Lender to advance any of the agreed funds unless all of the conditions to such advances have been satisfied to the satisfaction of the Lender and its solicitors.

If you are in agreement with the above terms, please indicate such agreement by signing and forwarding to the undersigned a copy of this agreement by December 31st, 2021.

This Amendment Letter is not binding until it has been approved and signed back by an Officer of the Lender, MarshallZehr Group Inc. and the mortgage is in good standing.

Sincerely,

DocuSigned by:

6697E6642B774AE...



Financing Efficiency = Opportunity

Cecil Hayes CIM
Chief Operating Officer

T 519 342 1000 X 233

C 519 590 3810

marshallzehr.com | [email](#)

Broker

MarshallZehr Group Inc. | Mortgage Administration #11955 | Mortgage Brokerage #12453



Project: Prince George 1

By signing below, I agree to the amendment of the above-noted mortgage.

Borrower:

I HEREBY accept the terms and conditions as stated herein.

DATED this _____ day of _____, 2021.

2301402 Ontario Limited

Per: _____

Name: Irenka Bodanis

Title:

I have authority to bind the corporation

DocuSigned by:

Per: _____

Name: David Bodanis

Title:

I have authority to bind the corporation

The following parties execute this Commitment letter in their capacities as guarantors only.

2233525 Ontario Inc.

DocuSigned by:

Per: _____

Name: David Marshall

Title: President

I have authority to bind the corporation

2745859 Ontario Inc.

DocuSigned by:

Per: _____

Name: Irenka Bodanis

Title: President

I have authority to bind the corporation

DocuSigned by:

Per: _____

Name: David Bodanis

Title: CEO

I have authority to bind the corporation



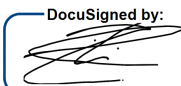
Project: Prince George 1

Lender:

I HEREBY accept the terms and conditions as stated herein.

DATED at Waterloo, this _____ day of _____, 2021.

MarshallZehr Group Inc.

DocuSigned by:

Per: _____
C7AE499691764A8...

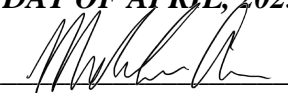
Gregory Zehr

CEO & Co-Founder

I have the authority to bind the Corporation

Prince George 1 - Second (2nd) Amendment

***THIS IS EXHIBIT "G" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. White", is written over a horizontal line.

A Commissioner Etc.

Properties

PIN

09702 - 0291 LT

Interest/Estate

Fee Simple

Description

LTS 254 & 255, PL 188 ; LUCAN BIDDULPH TWP

Address

143 MAIN STREET
LUCAN

PIN

09702 - 0292 LT

Interest/Estate

Fee Simple

Description

LT 256, PL 188 ; LUCAN BIDDULPH TWP.

Address

141 MAIN ST
LUCAN

PIN

09702 - 0293 LT

Interest/Estate

Fee Simple

Description

LTS 257 & 258, PL 188 ; LUCAN BIDDULPH TWP.

Address

139 MAIN STREET
LUCAN

PIN

09702 - 0294 LT

Interest/Estate

Fee Simple

Description

LT 259, PL 188 ; LUCAN BIDDULPH TWP.

Address

135 MAIN ST
LUCAN

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name

2301402 ONTARIO LIMITED

Address for Service

465 Phillip Street, #206
Waterloo, Ontario N2L 6C7

I, David Marshall, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)

Capacity

Share

Name

MARSHALLZEHR GROUP INC.

Address for Service

465 Phillip Street, #206
Waterloo, Ontario N2L 6C7

Statements

Schedule: See Schedules

Provisions

Principal	\$ 11,000,000.00	Currency	CDN
Calculation Period	SEE SCHEDULE		
Balance Due Date	SEE SCHEDULE		
Interest Rate	SEE SCHEDULE		
Payments			
Interest Adjustment Date			
Payment Date	SEE SCHEDULE		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor			

Signed By

Cornelia Christine Kreller	31 Union Street East Waterloo N2J 1B8	acting for Chargor(s)	Signed	2014 07 25
Tel 519-576-0460				
Fax 519-576-3234				

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP	31 Union Street East Waterloo N2J 1B8	2014 07 25
Tel 519-576-0460		
Fax 519-576-3234		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargee Client File Number : 70053

SCHEDULE "A"

1. Security

This Charge is given as continuing collateral security for the due payment and performance by 2301402 Ontario Limited (the "Borrower") of all indebtedness, covenants, obligation and agreements of the Borrower set out in the mortgage commitment entered into among the Borrower, MarshallZehr Group Inc. as lender (the "Lender"), 2233525 Ontario Inc. (the "Guarantor") dated July 4, 2014, as amended from time to time (the "Commitment").

2. Term and Payments

The Charge is for a term ending on a date that is twelve (12) months from the first day of the month immediately following the initial advance of funds as provided for in the Commitment (the "Term"), as may be extended pursuant to paragraph 5 of this Schedule "A" (the "Maturity Date"). There shall be no regularly scheduled principal repayments and the entire outstanding principal amount shall become due and payable on the Maturity Date.

3. Interest

Except as set out below, interest shall be paid on all amounts outstanding under this Charge at the rate of 9.50% per annum calculated and compounded monthly with interest only payments paid monthly.

4. Prepayment

No prepayment on account of principal shall be permitted except in accordance with this paragraph 4.

Provided the Borrower is not in default under this Charge, the Commitment or any other security issued pursuant thereto, the Borrower upon 60 days prior written notice to the Lender shall have the privilege of prepaying the principal amount of the Charge in whole or in part, without bonus or penalty. No pre-payment shall be in an amount of less than \$250,000.00 without the prior written consent of the Lender.

5. Renewal

The Borrower, when not in default under this Charge, the Commitment or any security given pursuant thereto, may extend the Term as set forth in paragraph 2 above for a further twelve (12) months upon notice in writing to the Lender at least sixty (60) days prior to the Maturity Date (specifically referring to the date that is the end of the original term). At the time of the renewal, the Borrower shall pay a renewal fee of one (1.00%) percent (the "Renewal Fee") of the total loan amount outstanding and such renewal requested shall not be effective unless the Renewal Fee is paid in full. The Borrower shall pay any reasonable legal or other costs associated with such renewal.

6. Borrower Covenants

The Borrower covenants as follows and a breach of any covenant shall be a default under the terms of the Commitment and this Charge:

- a) The Borrower shall not assign, transfer or otherwise dispose of the Commitment, the property charged by this Charge (the "Property") and/or any security given pursuant to the Commitment including but not limited to this Charge without the Lender's prior written consent. The Commitment, this Charge and any other security held by the Lender may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower consents to the disclosure by the Lender to any such

prospective assignee or participant of all information and documents regarding the Property or Borrower within the possession or control of the Lender.

- b) Subject to paragraph 6(a) above, without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Property or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together with all accrued and unpaid interest thereon and any other amounts due under the Commitment, this Charge or any other security held by the Lender, shall become due and payable.
- c) The Borrower shall not commit any waste on the lands.
- d) The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or any change in the officers and directors or a change in the terms or the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.
- e) The Borrower shall not further charge, mortgage, encumber or suffer any other encumbrance or lien to be registered upon the Property except as permitted by the Commitment.
- f) In the event of a breach of any of the foregoing covenants, or any other covenants contained herein, by the Borrower then, at the option of the Lender, all monies outstanding, together with all accrued unpaid interest thereon and all other amounts due under this Charge or the Commitment shall become due and payable.

7. Events of Default

In addition to the events of default set out in the Standard Charge Terms, each and every of the following events shall constitute an event of default hereunder ("Event of Default"):

- a) the Borrower shall neglect to carry out or observe any of the covenants or conditions contained in this Schedule or the Commitment;
- b) if the Borrower ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Borrower for the winding-up or liquidation of the Borrower;
- c) if the Borrower shall become insolvent or shall make a bulk sale of its assets, or shall make a general assignment for the benefit of its creditors or shall file a notice of intention to make or shall make a proposal under bankruptcy legislation, or if a bankruptcy petition shall be filed or presented against the Borrower or if a custodian or a sequestrator or a receiver and manager or any other officer with similar powers shall be appointed of the Borrower, its property or any part thereof which is, in the opinion of the Lender, a substantial part thereof;
- d) if any proceedings are commenced in respect of the Borrower under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, or similar legislation of any other jurisdiction;
- e) if an encumbrancer shall lawfully take possession of the Property of the Borrower or any part thereof or if a distress or execution or any similar process be levied or enforced there against;

- f) if the Borrower shall make default in observing or performing any covenant, including any covenant for the payment of money, contained in any deeds or instruments evidencing or securing indebtedness where such default results in the acceleration of the due date of payment of such indebtedness;
- g) if the Borrower shall make default in observing or performing any covenant contained in any document executed in connection with this Charge, including the Commitment;
- h) if there shall be expropriated or taken by power of eminent domain the whole or any part of the Property and the Lender is of the opinion that such expropriation or taking is prejudicial to the Charge; or
- i) if the Borrower ceases to be controlled by the same parties as set out in the Commitment.

8. Remedies Upon Event of Default

- a) Upon the occurrence of an Event of Default, the Lender may declare the principal, interest and any other amounts secured hereunder or by the Commitment ("Obligations") to be due and payable and the same shall forthwith become immediately due and payable and the Borrower shall forthwith pay to the Lender Obligations together with all interest thereon at the rate from time to time in effect pursuant to the provisions of this Charge hereof from the date of the said declaration until payment is received by the Lender, such subsequent interest to be payable at the times and places and in the moneys mentioned herein.
- b) Upon the happening of any Event of Default, the Lender may exercise any rights, powers or remedies available to it at law or in equity or under applicable legislation and, in addition, shall have the following right, powers and remedies:
 - i) to enter upon and take possession of all or any part of the Property;
 - ii) to hold, use, repair, preserve and maintain all or any part of the Property and make such replacements thereof and additions thereto as the Lender shall deem advisable;
 - iii) to exercise all powers necessary to the performance of all functions provided for herein including without limitation the powers to purchase on credit, to borrow money in the Borrower's name or in its own name and to advance its own money to the Borrower at such rates of interest as it may deem reasonable;
 - iv) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon all or any part of the Property whether by public auction or by private sale or lease in such manner as the Lender in its absolute discretion may determine, provided that it shall not be incumbent on the Lender to sell, lease or dispose of the said Property but that it shall be lawful for the Lender peaceably to use and possess the same without hindrance or interruption by the Borrower, or any other person or persons whomsoever, and to receive income from such Property and to convey, transfer and assign to a purchaser or purchasers the title to any undertaking, property and assets so sold and provided further that in the case of a sale on credit the Lender shall only be liable to account to the Borrower, any subsequent encumbrancers and others for moneys actually received by the Lender;
 - v) to appoint by instrument in writing any person or persons to be a

Receiver of all or any portion of the undertaking, property and assets hereby charged, to fix the Receiver's remuneration and to remove any Receiver so appointed and appoint another or others in his stead;

- vi) to apply to any court of competent jurisdiction for the appointment of a Receiver of all or any portion of the undertaking, property and assets hereby charged; and
 - vii) to retain the Property in satisfaction of the monies owing hereunder.
- c) In addition, the Lender or Receiver or Receivers may enter upon the applicable premises and lease or sell the whole or any part or parts of the Property. The Borrower agrees that it will be commercially reasonable to sell such part of the Property:
- i) as a whole or in various units;
 - ii) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
 - iii) by private sale after the receipt by the Lender of at least two offers from prospective arms-length purchasers.
- d) Notwithstanding the above, the Lender or Receiver or Receivers must use all commercially reasonable efforts to sell the Property for the full market value.
- e) Any 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 the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.
- f) No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender 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. The term "Receiver" as used in this schedule includes a receiver and manager.
- g) Any Receiver shall have all of the powers of the Lender set out in this Charge and, in addition, shall have the following powers:
- i) to carry on the business of the Borrower and to enter into any compromise or arrangement on behalf of the Borrower; and
 - ii) with the prior written consent of the Lender to borrow money in its name or in the Borrower's name, for the purpose of carrying on the business of the Borrower and for the preservation and realization of the undertaking, property and assets of the Borrower including, without limitation, the right to pay persons having prior charges or encumbrances on the properties on which the Borrower may hold charges or encumbrances with any amount so borrowed and any interest thereon to be a charge upon the mortgaged property in priority to this Charge.
- h) Any Receiver appointed pursuant to the provisions hereof shall be deemed to be an agent of the Borrower for the purposes of:
- i) carrying on and managing the business and affairs of the Borrower; and
 - ii) establishing liability for all of the acts or omissions of the Receiver

while acting in any capacity hereunder and the Lender shall not be liable for such acts or omissions, provided that, without restricting the generality of the foregoing, the Borrower irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.

- i) In the event of default by the Borrower or any Guarantors in their respective obligations under the Commitment, this Charge or any other security issued in connection with the Commitment to the Lender then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that the Borrower and/or any Guarantors is in default of its obligations under the Charge, Commitment or other security issued in connection with the Commitment. The said sum or sums are agreed to be liquidated damages in respect of the Lender's administration and management costs and are not intended nor shall they be construed as a penalty. All such sums payable to the Lender shall be added to and deemed to be outstanding principal and interest shall accrue thereon.

9. Paramountcy

This Charge shall be subject to the terms and conditions of the Commitment and in the event of any conflict between the terms hereof and those contained in the Commitment, or the Standard Charge Terms incorporated herein, the Lender in its sole discretion, shall determine which provisions shall take precedence and prevail. The Commitment shall not be deemed to merge with the terms of this Charge but shall survive the delivery and registration of this Charge and any default under the terms of the Commitment shall be and be deemed a default under the terms of this Charge and a default under the terms of this Charge shall be deemed a default under the terms of the Commitment.

Properties

PIN

09702 - 0294 LT

Description

LT 259, PL 188 ; LUCAN BIDDULPH TWP.

Address

135 MAIN ST
LUCAN

PIN

09702 - 0293 LT

Description

LTS 257 & 258, PL 188 ; LUCAN BIDDULPH TWP.

Address

139 MAIN STREET
LUCAN

PIN

09702 - 0292 LT

Description

LT 256, PL 188 ; LUCAN BIDDULPH TWP.

Address

141 MAIN ST
LUCAN

PIN

09702 - 0291 LT

Description

LTS 254 & 255, PL 188 ; LUCAN BIDDULPH TWP

Address

143 MAIN STREET
LUCAN

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name

2301402 ONTARIO LIMITED

Address for Service

465 Phillip Street, Suite 206
Waterloo, ON
N2L 6C7

I, David Marshall, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)CapacityShare

Name

MARSHALLZEHR GROUP INC.

Address for Service

465 Phillip Street, Suite 206
Waterloo, ON
N2L 6C7

I, David Marshall, President, have the authority to bind the corporation
This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.
This notice may be deleted by the Land Registrar when the registered instrument, ER940952 registered on 2014/07/25 to which this notice relates is deleted
Schedule: See Schedules
This document relates to registration number(s)ER940952 and ER940953

Signed By

Karen Grace Larocque

31 Union Street East
Waterloo
N2J 1B8

acting for
Applicant(s)

Signed

2019 12 24

Tel

519-576-0460

Fax

519-576-3234

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP

31 Union Street East
Waterloo
N2J 1B8

2020 02 05

Submitted By

Fax 519-576-3234

Fees/Taxes/Payment

<i>Total Paid</i>	\$65.05
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File Number

Party To Client File Number : 85708

MORTGAGE AMENDING AGREEMENT

This Agreement made the 23rd day of December, 2019.

BETWEEN:

2301402 ONTARIO LIMITED
(the "Chargor")

- and -

MARSHALLZEHR GROUP INC.
(the "Chargee")

WHEREAS:

- A. The Chargor and the Chargee entered into a mortgage commitment letter dated July 4, 2014 (the "Commitment Letter") under which the Chargor's indebtedness to the Chargee shall continue;
- B. Pursuant to the Commitment Letter, the Chargor executed in favour of the Chargee a charge registered as Instrument No. ER940952 on July 25, 2014 (the "Charge") securing the principal sum of Eleven Million Dollars (\$11,000,000.00) together with a General Assignment of Rents, notice of which was registered on July 25, 2014 as Instrument No. ER940953 on the title to the property known municipally as 135, 139, 141 and 143 Main Street, Lucan, ON and more particularly described in Schedule A hereto (the "Property");
- C. The Chargor and Chargee entered into a letter agreement dated December 18, 2019 amending the Commitment Letter pursuant to which the parties agreed to amend the principal sum of the Charge to \$20,000,000.00;
- D. It is a condition of the Amending Letter that the Chargor enter into an agreement with the Chargee to amend the Charge and to confirm that the Charge stands as continuing security for all indebtedness from the Chargor to the Chargee;

NOW THEREFORE, in consideration of the premises herein, the sum of TEN DOLLARS (\$10.00) now given by each party to each other, and of other good and valuable consideration (the receipt and sufficiency of all of which is hereby acknowledged), the parties hereby agree as follows:

- 1. The recitals above are true in substance and fact, and the terms defined therein shall have such meaning throughout this Agreement.
- 2. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Charge Instrument.
- 3. The parties hereto agree to the following changes to the Charge Instrument:
 - a. DELETE: Principal amount: "\$11,000,000.00";
 - b. INSERT: Principal amount: "\$20,000,000.00";
 - c. DELETE: Maturity date: "July 25, 2015;
 - d. INSERT: Maturity date: "January 1, 2022".
 - e. DELETE: Original Schedule "A"
 - f. INSERT: Replace with new Schedule "A" as attached
- 4. Save and except as otherwise provided herein, the parties confirm that the terms, conditions and all other provisions of the Charge shall remain the same and the Charge Instrument shall, where necessary, be read with all changes that may be required by the context in order to carry out the purpose and intent and to give full force and effect to each and every provision of the Charge as intended to be amended by the provisions of the Commitment Letter.
- 5. The invalidity of any particular provision of this agreement shall not affect any other provision of it, but the agreement shall be construed as if the invalid provision had been omitted.
- 6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
8. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
9. This Agreement and/or counterparts hereof, may also be executed either in original, PDF and/or faxed form and the parties adopt any signatures received by a receiving fax machine or PDF as original signatures of the parties.


IN WITNESS WHEREOF each of the parties hereto have executed this Agreement as of the first date written above.

2301402 ONTARIO LIMITED

Per: 
Name: David Marshall
Title: President

I have authority to bind the Corporation

MARSHALLZEHR GROUP INC.

Per: 
Name: ~~Jana Mint~~ ~~Dr. David D. Marshall~~ Dr. David D. Marshall
Title: ~~Vice President, Transaction Execution~~ PRESIDENT

I have authority to bind the Corporation

SCHEDULE A

LEGAL DESCRIPTION

PIN 09702-0294 (LT)

Lot 259, Plan 188, Lucan Biddulph Township
135 Main Street, Lucan

PIN 09702-0293 (LT)

Lots 257 & 258, Plan 188, Lucan Biddulph Township
139 Main Street, Lucan

PIN 09702-0292 (LT)

Lot 256, Plan 188, Lucan Biddulph Township
141 Main Street, Lucan

PIN 09702-0291 (LT)

Lot 254 & 255, Plan 188, Lucan Biddulph Township
143 Main Street, Lucan

SCHEDULE "A"- CHARGE TERMS

1. Security

This Charge is given as continuing collateral security for the due payment and performance by 2301402 Ontario Limited (the "Borrower") of all indebtedness, covenants, obligation and agreements of the Borrower set out in the mortgage commitment entered into among the Borrower and MarshallZehr Group Inc. as lender (the "Lender") dated July 4, 2014 as further amended by letter dated December 18, 2019, as may be amended, replaced, restated or superseded by any subsequent document from time to time (the "Commitment").

2. Term and Payments

Subject to any extension rights of the Borrower, the Charge is for a term ending on January 1, 2022 (the "Maturity Date") as may be extended pursuant to paragraph 4 of this Schedule "A". Payments of interest only (at the rate set out herein) shall be paid monthly. There shall be no regularly scheduled principal repayments and the entire outstanding principal amount shall become due and payable on the Maturity Date.

3. Interest

Interest shall accrue and be paid at the greater rate of Prime plus 1% per annum and five (5.0%) per annum commencing on December 23, 2019, calculated daily (365 days/year) compounded and payable monthly. The first six (6) months of interest will be paid from the interest reserve that will be held in the lender's trust account from the Prince George Retirement Residence MZGI-307 2nd Mortgage. Once the Interest Reserve has been fully utilized, interest payments will come from the Borrower's own resources. Prime shall be defined as the Bank of Montreal Prime Rate of Interest. For the purpose of determining the interest rate used in the interest calculation, the Bank of Montreal Prime Rate of Interest on the first day of each month will be used as Prime for that entire month.

4. Renewal

Provided the Borrower is not in default of any of its obligations under this Charge, the Commitment or any security given pursuant thereto, the Borrower may extend the Term as set forth in paragraph 2 above for a further twelve (12) months upon notice in writing to the Lender at least sixty (60) days prior to the Maturity Date (specifically referring to the date that is the end of the original term). At the time of the renewal, the Borrower shall pay a renewal fee of one (1.00%) per cent (the "Renewal Fee") of the total loan amount outstanding and such renewal requested shall not be effective unless the Renewal Fee is paid in full. The Borrower shall pay any reasonable legal or other costs associated with such renewal. Interest will be calculated and compounded at the same rate as the original term as set out in paragraph 3 above.

5. Subordinate Financing

No additional financing other than MarshallZehr Group Inc. subordinate positions will be permitted without the prior written consent of the Lender and in the event of a default under this restriction, the entire principal, interest, fees and all other amounts under the Commitment and security issued pursuant thereto shall become immediately due and payable.

Should additional subordinate financing be placed by the Borrower on the consent of the Lender, such consent will be conditional upon the secondary lender entering into a postponement, subordination and standstill agreement that requires the secondary lender to issue zero dollar discharges to the Lender and Borrower within 2 business days of being requested and requires complete cooperation in executing all postponements and consents as may be required to advance the development of the Project. Any discharge greater than zero shall require prior consent from the Lender. Failure to comply shall be considered a default by the Borrower.

6. Borrower Covenants

The Borrower covenants as follows and a breach of any covenant shall be a default under the terms of the Commitment and this Charge:

- a) The Borrower shall not assign, transfer or otherwise dispose of the Commitment, the property charged by this Charge (the "Property") and/or any security given pursuant to the Commitment including but not limited to this Charge without the Lender's prior written consent. The Commitment, this Charge and any other security held by the Lender may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower consents to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Property or Borrower within the possession or control of the Lender.
- b) Subject to paragraph 6(a) above, without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Property or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together with accrued and unpaid interest thereon and any other amounts due under the Commitment, this Charge or any other security held by the Lender, shall become due and payable.
- c) The Borrower shall not commit any waste on the lands.
- d) The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or any change in the officers and directors or a change in the terms or the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.
- e) The Borrower shall not further charge, mortgage, encumber or suffer any other encumbrance or lien to be registered upon the property.

In the event of a breach of any of the foregoing covenants, or any other covenants contained herein, by the Borrower then, at the option of the Lender, all monies outstanding, together with all accrued unpaid interest thereon and all other amounts due under this Charge or the Commitment shall become due and payable.

7. Events of Default

In addition to the events of default set out in the Standard Charge Terms, each and every of the following events shall constitute an event of default hereunder ("Event of Default"):

- a) The Borrower shall neglect to carry out or observe any of the covenants or conditions contained in this Schedule or the Commitment;
- b) if the Borrower ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Borrower for the winding-up or liquidation of the Borrower;
- c) if the Borrower shall become insolvent or shall make a bulk sale of its assets, or shall make a general assignment for the benefit of its creditors or shall file a notice of intention to make or shall make a proposal under bankruptcy legislation, or if a bankruptcy petition shall be filed or presented against the Borrower or if a custodian or a sequestrator or a receiver and manager or any other officer with similar powers shall be appointed of the Borrower its property or any part thereof which is, in the opinion of the Lender, a substantial part thereof;
- d) if any proceedings are commenced in respect of the Borrower under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, or similar legislation of any other jurisdiction;

- e) if an encumbrancer shall lawfully take possession of the Property of the Borrower or any part thereof or if a distress or execution or any similar process be levied or enforced thereagainst;
- f) if the Borrower shall make default in observing or performing any covenant, including any covenant for the payment of money, contained in any deeds or instruments evidencing or securing indebtedness where such default results in the acceleration of the due date of payment of such indebtedness;
- g) if the Borrower shall make default in observing or performing any covenant contained in any document executed in connection with this Charge, including the Commitment Letter;
- h) if there shall be expropriated or taken by power of eminent domain the whole or any part of the Property and the Lender is of the opinion that such expropriation or taking is prejudicial to the Charge; or
- i) if the Borrower ceases to be controlled by the same parties as set out in the Commitment.

8. Remedies Upon Event of Default

- a) Upon the occurrence of an Event of Default, the Lender may declare the principal and interest to be due and payable and the same shall forthwith become immediately due and payable and the Borrower shall forthwith pay to the Lender the principal together with all interest thereon at the rate from time to time in effect pursuant to the provisions of this Charge hereof from the date of the said declaration until payment is received by the Lender, such subsequent interest to be payable at the times and places and in the moneys mentioned herein.
- b) Upon the happening of any Event of Default, the Lender may exercise any rights, powers or remedies available to it at law or in equity or under applicable legislation and, in addition, shall have the following right, powers and remedies:
 - i) to enter upon and take possession of all or any part of the Property;
 - ii) to hold, use, repair, preserve and maintain all or any part of the Property and make such replacements thereof and additions thereto as the Lender shall deem advisable;
 - iii) to exercise all powers necessary to the performance of all functions provided for herein including without limitation the powers to purchase on credit, to borrow money in the Borrower's name or in its own name and to advance its own money to the Borrower at such rates of interest as it may deem reasonable;
 - iv) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon all or any part of the Property whether by public auction or by private sale or lease in such manner as the Lender in its absolute discretion may determine, provided that it shall not be incumbent on the Lender to sell, lease or dispose of the said Property but that it shall be lawful for the Lender peaceably to use and possess the same without hindrance or interruption by the Borrower, or any other person or persons whomsoever, and to receive income from such Property and to convey, transfer and assign to a purchaser or purchasers the title to any undertaking, property and assets so sold and provided further that in the case of a sale on credit the Lender shall only be liable to account to the Borrower, any subsequent encumbrancers and others for moneys actually received by the Lender;
 - v) to appoint by instrument in writing any person or persons to be a Receiver of all or any portion of the undertaking, property and assets hereby charged, to fix the Receiver's remuneration and to remove any Receiver so appointed and appoint another or others in his stead;

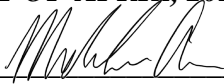
- vi) to apply to any court of competent jurisdiction for the appointment of a Receiver of all or any portion of the undertaking, property and assets hereby charged; and
 - vii) to retain the Property in satisfaction of the monies owing hereunder.
- (c) In addition, the Lender or Receiver or Receivers may enter upon the applicable premises and lease or sell the whole or any part or parts of the Property. The Borrower agrees that it will be commercially reasonable to sell such part of the Property:
- i) as a whole or in various units;
 - ii) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
 - iii) by private sale after the receipt by the Lender of at least two offers from prospective arms-length purchasers.
- (d) Notwithstanding the above, the Lender or Receiver or Receivers must use all commercially reasonable efforts to sell the Property for the full market value.
- (e) Any 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 the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.
- (f) No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender 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. The term "Receiver" as used in this schedule includes a receiver and manager.
- (g) Any Receiver shall have all of the powers of the Lender set out in this Charge and, in addition, shall have the following powers:
- i) to carry on the business of the Borrower and to enter into any compromise or arrangement on behalf of the Borrower; and
 - ii) with the prior written consent of the Lender to borrow money in its name or in the Borrower's name, for the purpose of carrying on the business of the Borrower and for the preservation and realization of the undertaking, property and assets of the Borrower including, without limitation, the right to pay persons having prior charges or encumbrances on the properties on which the Borrower may have hold charges or encumbrances with any amount so borrowed and any interest thereon to be a charge upon the mortgaged property in priority to this Charge;
- (h) Any Receiver appointed pursuant to the provisions hereof shall be deemed to be an agent of the Borrower for the purposes of:
- i) carrying on and managing the business and affairs of the Borrower and
 - ii) establishing liability for all of the acts or omissions of the Receiver while acting in any capacity hereunder and the Lender shall not be liable for such acts or omissions, provided that, without restricting the generality of the foregoing, the Borrower irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.
- (i) In the event of default by the Borrower or any Guarantor in their respective obligations under the Commitment, this Charge or any other security issued in connection with the Commitment to the Lender then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that

the Borrower and/or any Guarantor is in default of its obligations under the Charge, Commitment or other security issued in connection with the Commitment. The said sum or sums are agreed to be liquidated damages in respect of the Lender's administration and management costs and are not intended nor shall they be construed as a penalty. All such sums payable to the Lender shall be added to and deemed to be outstanding principal and interest shall accrue thereon.

9. Paramountcy

This Charge shall be subject to the terms and conditions of the Commitment and in the event of any conflict between the terms hereof and those contained in the Commitment, or the Standard Charge Terms incorporated herein, the Lender in its sole discretion, shall determine which provisions shall take precedence and prevail. The Commitment shall not be deemed to merge with the terms of this Charge but shall survive the delivery and registration of this Charge and any default under the terms of the Commitment shall be and be deemed a default under the terms of this Charge and a default under the terms of this Charge shall be deemed a default under the terms of the Commitment.

***THIS IS EXHIBIT "H" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael A.", written over a horizontal line.

A Commissioner Etc.

Properties

PIN 09702 - 0291 LT
Description LTS 254 & 255, PL 188 ; LUCAN BIDDULPH TWP
Address 143 MAIN STREET
 LUCAN

PIN 09702 - 0292 LT
Description LT 256, PL 188 ; LUCAN BIDDULPH TWP.
Address 141 MAIN ST
 LUCAN

PIN 09702 - 0293 LT
Description LTS 257 & 258, PL 188 ; LUCAN BIDDULPH TWP.
Address 139 MAIN STREET
 LUCAN

PIN 09702 - 0294 LT
Description LT 259, PL 188 ; LUCAN BIDDULPH TWP.
Address 135 MAIN ST
 LUCAN

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 2301402 ONTARIO LIMITED
Address for Service 465 Phillip Street #206
 Waterloo, Ontario N2L 6C7

I, David Marshall, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
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Name MARSHALLZEHR GROUP INC.
Address for Service 465 Phillip Street #206
 Waterloo, Ontario N2L 6C7

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, ER940952 registered on 2014/07/25 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Cornelia Christine Kreller	31 Union Street East Waterloo N2J 1B8	acting for Applicant(s)	Signed	2014 07 25
Tel 519-576-0460				
Fax 519-576-3234				

I have the authority to sign and register the document on behalf of all parties to the document.

Signed By

Cornelia Christine Kreller

31 Union Street East
Waterloo
N2J 1B8

acting for
Party To(s)

Signed

2014 07 25

Tel

519-576-0460

Fax

519-576-3234

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP

31 Union Street East
Waterloo
N2J 1B8

2014 07 25

Tel

519-576-0460

Fax

519-576-3234

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Party To Client File Number :

70053

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS INDENTURE dated this 25th day of July, 2014.

BETWEEN:

2301402 ONTARIO LIMITED. with address for service at 465 Phillip Street, #206, Waterloo, Ontario N2L 6C7

(hereinafter called the "Borrower"),

OF THE FIRST PART;

-and-

MARSHALLZEHR GROUP INC., having a head office at 465 Phillip Street, Unit 206, Waterloo, Ontario, N2L 6C7

(hereinafter called "Assignee"),

OF THE SECOND PART.

WHEREAS by a certain charge (the "Charge") dated the 25th day of July, 2014, in the face amount of \$11,000,000.00, which Charge was registered in the Land Registry Office for the Land Registry Division of Middlesex #33 as the Instrument Number set out in the Statements section on the attached Notice of Assignment of Rents - General, the Borrower granted, mortgaged and charged to Assignee the lands and premises described therein, including those described in Schedule "A" annexed hereto (the said lands and premises together with the buildings, improvements and fixtures situate thereon being hereinafter referred to as the "Premises") to secure the payment to Assignee of the principal of, interest on and all other moneys which may become owing on or pursuant to the Charge (whenever in this Indenture reference is made to the Charge, it shall be deemed to include any renewals or extensions thereof and any Charges or mortgages taken in substitution therefor either in whole or in part); and

WHEREAS as security for the due performance by the Borrower of all the covenants contained in the Charge, the Borrower has agreed to assign, transfer and set over unto Assignee all the Borrower's right, title and interest in any and all leases or agreements to lease (the "Leases"), now or hereafter existing, of any and all portions of the Premises and all rents, charges and other monies (the "Rents") now due and payable or hereafter to become due and payable under the Leases.

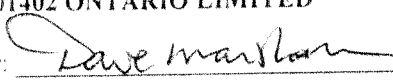
NOW THIS INDENTURE WITNESSETH that in consideration of the premises and other good and valuable consideration the Borrower represents, covenants and agrees with Assignee as follows:

1. Assignment. The Borrower hereby irrevocably assigns, transfers and sets over unto Assignee, subject to no prior claim or assignment, the Leases and the Rents and all benefits and advantages to be derived therefrom, including any guarantees given to the Borrower in respect of the Leases and Rents, to hold and receive the same unto Assignee, its successors and assigns, with full power and authority to demand, collect, sue for, recover, receive receipts for the Rents and to enforce payment of the same in the name of the Borrower.
2. Where Borrower not in Default. Until the Borrower defaults under the covenants, terms and conditions contained in this Indenture or an event of default occurs under the Charge the Borrower may demand, receive, collect and enjoy the Rents only as the same fall due and payable and not in advance, but nothing shall permit or authorize the Borrower to collect or receive Rents contrary to the covenants contained herein.
3. Remedies. The Borrower, in the event of a default hereunder or under the Charge, hereby authorizes Assignee, at its option and in addition to any other rights it may have hereunder or under any other agreement or at common law or in equity, to deliver to any or all of the tenants, licencees or occupiers of the Premises notices to pay all Rents to Assignee and to collect such Rents and, in addition, enter upon the Premises by its officers, agents or employees for the purpose of collecting the Rents and/or operating and maintaining the Premises. The Borrower hereby authorizes Assignee generally to perform all such acts, including any acts by way of enforcement of the covenants and exercise of the rights contained in the Leases or otherwise, as may in the opinion of Assignee be necessary or desirable for the proper operation and maintenance of the Premises, which acts may be performed in the name of the Borrower or in the name of Assignee as in the absolute discretion of Assignee may seem proper or advisable. Assignee shall, after deduction of all collection charges and all expenses, which Assignee in its absolute discretion shall deem advisable to pay for the proper operation and maintenance of the Premises, credit the remainder of the moneys which it may receive in connection with the Premises on account of any amount or amounts due to Assignee from the Borrower in such manner as Assignee shall in its sole discretion determine. Notwithstanding anything herein, Assignee shall be liable to account only for such monies as shall actually come into its hands.
4. Liability of Assignee. In the exercise of the powers herein granted to Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by the Borrower. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this assignment, and the Borrower shall and does hereby agree to indemnify Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of agreements contained in the Leases. Should Assignee incur any such liability, loss or damage under the Leases or by reason of this assignment, or the defence of any such claims or demands, the amount thereof, including costs, expenses and all legal fees and disbursements, shall be secured hereby, and the Borrower shall reimburse Assignee therefore immediately upon demand.
5. Receipts by Assignee. The Borrower hereby agrees that all receipts given by Assignee to any lessee under the Leases on account of any Rents paid to Assignee in accordance with the terms of this Indenture shall constitute a good and valid discharge therefor to each lessee.

6. Not Mortgagee in Possession. Nothing herein contained shall be deemed to have the effect of making Assignee responsible for the collection of the Rents or any part thereof for the performance of any covenants, terms or conditions either by the lessor or any lessee contained in the Leases and Assignee shall not by virtue of this Indenture be deemed a mortgagee in possession of the Premises.
7. Perform Covenants of Landlord. The Borrower shall at all times perform all of the lessor's covenants and obligations contained in the Leases and any failure on the part of the Borrower thereunder shall constitute a default hereunder and shall be deemed to be default under the Charge. If so requested by Assignee, the Borrower will enforce the Leases and all remedies available to the Borrower against the lessees, in case of default under the Leases, or any of them, by the lessees.
8. Valid Leases. The Borrower hereby covenants with Assignee notwithstanding any act of the Borrower that the leases contained in Schedule "B" hereto, if any, are good, valid and subsisting leases and that the Borrower now has good right, full power and absolute authority to assign each such lease according to the true intent and meaning of this Indenture.
9. No Prepayment of Rents. The Borrower will not accept payment from any lessee in advance and will not cause payment to be made in advance on its direction for a period longer than provided in the respective lease and breach of this covenant shall be deemed to be default under the Charge.
10. Covenants. The Borrower shall not without the written approval of Assignee first had and obtained:
- (a) do or omit to do any act having the effect of terminating, cancelling or accepting the surrender of the Leases or any of them;
 - (b) amend, alter or vary the terms and conditions of the Leases or any of them;
 - (c) waive, reduce or abate any of its rights or remedies under the Leases or the obligations of any other parties thereunder or in respect thereof;
 - (d) permit any material default or breach of covenant by any lessee under the Leases; and
 - (e) enter into any Leases for any part of the Premises that are not bona fide leases with lessees with whom the Borrower deals at arm's length. The terms of any future leases must be approved by Assignee prior to execution (such consent not to be unreasonably withheld or delayed) and shall be at rental rates and terms consistent with comparable space in the area of the Premises.
11. Waiver of Covenants. Assignee may waive any default or breach of covenant and shall not be bound to serve any notice upon any lessee under the Leases upon the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.
12. Further Assurances. The Borrower covenants and agrees from time to time and at all times hereafter at the request of Assignee to execute and deliver at the expense of the Borrower such further assurances for better and more perfectly assigning to Assignee any Leases whether presently existing or hereafter created and the Rents payable thereunder in the manner aforesaid as Assignee may require and to execute, deliver and register, at the expense of the Borrower, all such documents as may be required to preserve, perfect and protect the security constituted hereby including all such renewals as may be required by relevant legislation, including the *Personal Property Security Act*.
13. Re-assignment. The assignment, transfer and setting over herein provided shall not be revoked or rescinded by any variation of the terms of the Charge or any extension of time for payment or otherwise but shall remain in full force and effect until the Borrower shall have performed all of its obligations under the Charge. A discharge of the Charge executed by Assignee shall operate as a re-assignment of the Leases and Rents without the need for any further conveyance, but Assignee shall, at the request and at the expense of the Borrower, execute and deliver a full re-assignment to the Borrower of the Leases and Rents and its all right, title and interest therein.
14. Binding Effect and Governing Law. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Borrower has executed this Indenture.

2301402 ONTARIO LIMITED

Per:  c/s
Name: David Marshall
Title: President

I have the authority to bind the Corporation.

SCHEDULE "A"
DESCRIPTION OF PROPERTY

Location of Collateral:

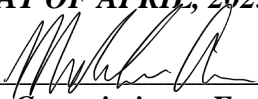
Lts 254, 255, Plan 188, Lucan Biddulph Twp. being PIN 09702-0291 (LT) municipally known as 143 Main Street, Lucan, Ontario;
Lt 256, Plan 188, Lucan Biddulph Twp. being PIN 09702-0292 (LT) municipally known as 141 Main Street, Lucan;
Lts 257, 258, Plan 188, Lucan Biddulph Twp. being PIN 09702-0293 (LT) municipally known as 139 Main Street, Lucan; and
Lot 259, Plan 188, Lucan Biddulph Twp. being PIN 09702-0294 (LT) municipally known as 135 Main Street, Lucan

(known collectively as the "Premises")

SCHEDULE "B"

NONE

***THIS IS EXHIBIT "I" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael A.", written over a horizontal line.

A Commissioner Etc.

Properties

PIN

09702 - 0295LT

Interest/Estate

Fee Simple

Description

LT 260, PL 188 ; LUCAN BIDDULPH TWP.

Address

133 MAIN ST
LUCAN

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name

2301402 ONTARIO LIMITED

Address for Service

465 Phillip Street, Suite 206
Waterloo, ON
N2L 6C7

I, David Marshall, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s)CapacityShare

Name

MARSHALLZEHR GROUP INC.

Address for Service

465 Phillip Street, Suite 206
Waterloo, ON
N2L 6C7

Statements

Schedule: See Schedules

Provisions

Principal

\$20,000,000.00

Currency

CDN

Calculation Period

Balance Due Date

Interest Rate

SEE ATTACHED

Payments

Interest Adjustment Date

Payment Date

SEE ATTACHED

First Payment Date

Last Payment Date

Standard Charge Terms

200033

Insurance Amount

Full insurable value

Guarantor

Signed By

Karen Grace Larocque

31 Union Street East
Waterloo
N2J 1B8

acting for
Chargor(s)

Signed

2019 12 23

Tel519-576-0460

Fax519-576-3234

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP

31 Union Street East
Waterloo
N2J 1B8

2020 02 05

Tel519-576-0460

Fax519-576-3234

Fees/Taxes/Payment

Statutory Registration Fee

\$65.05

Fees/Taxes/Payment

<i>Total Paid</i>	\$65.05
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File Number

<i>Chargor Client File Number :</i>	85708
<i>Chargee Client File Number :</i>	85708

SCHEDULE "A"

1. Security

This Charge is given as continuing collateral security for the due payment and performance by 2301402 Ontario Limited (the "Borrower") of all indebtedness, covenants, obligation and agreements of the Borrower set out in the mortgage commitment entered into among the Borrower and MarshallZehr Group Inc. as lender (the "Lender") dated July 4, 2014 as further amended by letter dated December 18, 2019, as may be amended, replaced, restated or superseded by any subsequent document from time to time (the "Commitment").

2. Term and Payments

Subject to any extension rights of the Borrower, the Charge is for a term ending on January 1, 2022 (the "Maturity Date") as may be extended pursuant to paragraph 4 of this Schedule "A". Payments of interest only (at the rate set out herein) shall be paid monthly. There shall be no regularly scheduled principal repayments and the entire outstanding principal amount shall become due and payable on the Maturity Date.

3. Interest

Interest shall accrue and be paid at the greater rate of Prime plus 1% per annum and five (5.0%) per annum commencing on December 23, 2019, calculated daily (365 days/year) compounded and payable monthly. The first six (6) months of interest will be paid from the interest reserve that will be held in the lender's trust account from the Prince George Retirement Residence MZGI-307 2nd Mortgage. Once the Interest Reserve has been fully utilized, interest payments will come from the Borrower's own resources. Prime shall be defined as the Bank of Montreal Prime Rate of Interest. For the purpose of determining the interest rate used in the interest calculation, the Bank of Montreal Prime Rate of Interest on the first day of each month will be used as Prime for that entire month.

4. Renewal

Provided the Borrower is not in default of any of its obligations under this Charge, the Commitment or any security given pursuant thereto, the Borrower may extend the Term as set forth in paragraph 2 above for a further twelve (12) months upon notice in writing to the Lender at least sixty (60) days prior to the Maturity Date (specifically referring to the date that is the end of the original term). At the time of the renewal, the Borrower shall pay a renewal fee of one (1.00%) per cent (the "Renewal Fee") of the total loan amount outstanding and such renewal requested shall not be effective unless the Renewal Fee is paid in full. The Borrower shall pay any reasonable legal or other costs associated with such renewal. Interest will be calculated and compounded at the same rate as the original term as set out in paragraph 3 above.

5. Subordinate Financing

No additional financing other than MarshallZehr Group Inc. subordinate positions will be permitted without the prior written consent of the Lender and in the event of a default under this restriction, the entire principal, interest, fees and all other amounts under the Commitment and security issued pursuant thereto shall become immediately due and payable.

Should additional subordinate financing be placed by the Borrower on the consent of the Lender, such consent will be conditional upon the secondary lender entering into a postponement, subordination and standstill agreement that requires the secondary lender to issue zero dollar discharges to the Lender and Borrower within 2 business days of being requested and requires complete cooperation in executing all postponements and consents as may be required to advance the development of the Project. Any discharge greater than zero shall require prior consent from the Lender. Failure to comply shall be considered a default by the Borrower.

6. Borrower Covenants

The Borrower covenants as follows and a breach of any covenant shall be a default under the terms of the Commitment and this Charge:

- a) The Borrower shall not assign, transfer or otherwise dispose of the Commitment, the property charged by this Charge (the "Property") and/or any security given pursuant to the Commitment including but not limited to this Charge without the Lender's prior written consent. The Commitment, this Charge and any other security held by the Lender may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower consents to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Property or Borrower within the possession or control of the Lender.
- b) Subject to paragraph 6(a) above, without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Property or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together with accrued and unpaid interest thereon and any other amounts due under the Commitment, this Charge or any other security held by the Lender, shall become due and payable.
- c) The Borrower shall not commit any waste on the lands.
- d) The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or any change in the officers and directors or a change in the terms or the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.
- e) The Borrower shall not further charge, mortgage, encumber or suffer any other encumbrance or lien to be registered upon the property.

In the event of a breach of any of the foregoing covenants, or any other covenants contained herein, by the Borrower then, at the option of the Lender, all monies outstanding, together with all accrued unpaid interest thereon and all other amounts due under this Charge or the Commitment shall become due and payable.

7. Events of Default

In addition to the events of default set out in the Standard Charge Terms, each and every of the following events shall constitute an event of default hereunder ("Event of Default"):

- a) The Borrower shall neglect to carry out or observe any of the covenants or conditions contained in this Schedule or the Commitment;
- b) if the Borrower ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Borrower for the winding-up or liquidation of the Borrower;
- c) if the Borrower shall become insolvent or shall make a bulk sale of its assets, or shall make a general assignment for the benefit of its creditors or shall file a notice of intention to make or shall make a proposal under bankruptcy legislation, or if a bankruptcy petition shall be filed or presented against the Borrower or if a custodian or a sequestrator or a receiver and manager or any other officer with similar powers shall be appointed of the Borrower its property or any part thereof which is, in the opinion of the Lender, a substantial part thereof;
- d) if any proceedings are commenced in respect of the Borrower under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, or similar legislation of any other jurisdiction;

- e) if an encumbrancer shall lawfully take possession of the Property of the Borrower or any part thereof or if a distress or execution or any similar process be levied or enforced thereagainst;
- f) if the Borrower shall make default in observing or performing any covenant, including any covenant for the payment of money, contained in any deeds or instruments evidencing or securing indebtedness where such default results in the acceleration of the due date of payment of such indebtedness;
- g) if the Borrower shall make default in observing or performing any covenant contained in any document executed in connection with this Charge, including the Commitment Letter;
- h) if there shall be expropriated or taken by power of eminent domain the whole or any part of the Property and the Lender is of the opinion that such expropriation or taking is prejudicial to the Charge; or
- i) if the Borrower ceases to be controlled by the same parties as set out in the Commitment.

8. Remedies Upon Event of Default

- a) Upon the occurrence of an Event of Default, the Lender may declare the principal and interest to be due and payable and the same shall forthwith become immediately due and payable and the Borrower shall forthwith pay to the Lender the principal together with all interest thereon at the rate from time to time in effect pursuant to the provisions of this Charge hereof from the date of the said declaration until payment is received by the Lender, such subsequent interest to be payable at the times and places and in the moneys mentioned herein.
- b) Upon the happening of any Event of Default, the Lender may exercise any rights, powers or remedies available to it at law or in equity or under applicable legislation and, in addition, shall have the following right, powers and remedies:
 - i) to enter upon and take possession of all or any part of the Property;
 - ii) to hold, use, repair, preserve and maintain all or any part of the Property and make such replacements thereof and additions thereto as the Lender shall deem advisable;
 - iii) to exercise all powers necessary to the performance of all functions provided for herein including without limitation the powers to purchase on credit, to borrow money in the Borrower's name or in its own name and to advance its own money to the Borrower at such rates of interest as it may deem reasonable;
 - iv) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon all or any part of the Property whether by public auction or by private sale or lease in such manner as the Lender in its absolute discretion may determine, provided that it shall not be incumbent on the Lender to sell, lease or dispose of the said Property but that it shall be lawful for the Lender peaceably to use and possess the same without hindrance or interruption by the Borrower, or any other person or persons whomsoever, and to receive income from such Property and to convey, transfer and assign to a purchaser or purchasers the title to any undertaking, property and assets so sold and provided further that in the case of a sale on credit the Lender shall only be liable to account to the Borrower, any subsequent encumbrancers and others for moneys actually received by the Lender;
 - v) to appoint by instrument in writing any person or persons to be a Receiver of all or any portion of the undertaking, property and assets hereby charged, to fix the Receiver's remuneration and to remove any Receiver so appointed and appoint another or others in his stead;

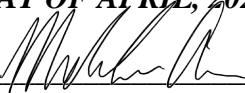
- vi) to apply to any court of competent jurisdiction for the appointment of a Receiver of all or any portion of the undertaking, property and assets hereby charged; and
 - vii) to retain the Property in satisfaction of the monies owing hereunder.
- (c) In addition, the Lender or Receiver or Receivers may enter upon the applicable premises and lease or sell the whole or any part or parts of the Property. The Borrower agrees that it will be commercially reasonable to sell such part of the Property:
- i) as a whole or in various units;
 - ii) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
 - iii) by private sale after the receipt by the Lender of at least two offers from prospective arms-length purchasers.
- (d) Notwithstanding the above, the Lender or Receiver or Receivers must use all commercially reasonable efforts to sell the Property for the full market value.
- (e) Any 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 the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.
- (f) No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender 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. The term "Receiver" as used in this schedule includes a receiver and manager.
- (g) Any Receiver shall have all of the powers of the Lender set out in this Charge and, in addition, shall have the following powers:
- i) to carry on the business of the Borrower and to enter into any compromise or arrangement on behalf of the Borrower; and
 - ii) with the prior written consent of the Lender to borrow money in its name or in the Borrower's name, for the purpose of carrying on the business of the Borrower and for the preservation and realization of the undertaking, property and assets of the Borrower including, without limitation, the right to pay persons having prior charges or encumbrances on the properties on which the Borrower may have hold charges or encumbrances with any amount so borrowed and any interest thereon to be a charge upon the mortgaged property in priority to this Charge;
- (h) Any Receiver appointed pursuant to the provisions hereof shall be deemed to be an agent of the Borrower for the purposes of:
- i) carrying on and managing the business and affairs of the Borrower and
 - ii) establishing liability for all of the acts or omissions of the Receiver while acting in any capacity hereunder and the Lender shall not be liable for such acts or omissions, provided that, without restricting the generality of the foregoing, the Borrower irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.
- (i) In the event of default by the Borrower or any Guarantor in their respective obligations under the Commitment, this Charge or any other security issued in connection with the Commitment to the Lender then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that

the Borrower and/or any Guarantor is in default of its obligations under the Charge, Commitment or other security issued in connection with the Commitment. The said sum or sums are agreed to be liquidated damages in respect of the Lender's administration and management costs and are not intended nor shall they be construed as a penalty. All such sums payable to the Lender shall be added to and deemed to be outstanding principal and interest shall accrue thereon.

9. Paramountcy

This Charge shall be subject to the terms and conditions of the Commitment and in the event of any conflict between the terms hereof and those contained in the Commitment, or the Standard Charge Terms incorporated herein, the Lender in its sole discretion, shall determine which provisions shall take precedence and prevail. The Commitment shall not be deemed to merge with the terms of this Charge but shall survive the delivery and registration of this Charge and any default under the terms of the Commitment shall be and be deemed a default under the terms of this Charge and a default under the terms of this Charge shall be deemed a default under the terms of the Commitment.

***THIS IS EXHIBIT "J" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael A. ...", is written over a horizontal line.

A Commissioner Etc.

Properties

PIN 09702 - 0295 LT
Description LT 260, PL 188 ; LUCAN BIDDULPH TWP.
Address 133 MAIN ST
 LUCAN

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 2301402 ONTARIO LIMITED
Address for Service 465 Phillip Street, Suite 206
 Waterloo, ON
 N2L 6C7

I, David Marshall, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
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Name	MARSHALLZEHR GROUP INC.
Address for Service	465 Phillip Street, Suite 206 Waterloo, ON N2L 6C7

Statements

The applicant applies for the entry of a notice of general assignment of rents.
This notice may be deleted by the Land Registrar when the registered instrument, ER1286487 registered on 2020/02/05 to which this notice relates is deleted
Schedule: See Schedules

Signed By

Karen Grace Larocque	31 Union Street East Waterloo N2J 1B8	acting for Applicant(s)	Signed	2020 02 04
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Tel 519-576-0460
Fax 519-576-3234

I have the authority to sign and register the document on behalf of all parties to the document.

Karen Grace Larocque	31 Union Street East Waterloo N2J 1B8	acting for Party To(s)	Signed	2020 02 04
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Tel 519-576-0460
Fax 519-576-3234

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP	31 Union Street East Waterloo N2J 1B8	2020 02 05
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Tel 519-576-0460
Fax 519-576-3234

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Total Paid	\$65.05

File Number

Applicant Client File Number : 85708
Party To Client File Number : 85708

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS INDENTURE dated this 23rd day of December, 2019.

B E T W E E N:

2301402 ONTARIO LIMITED, with an address for service at 465 Phillip Street, Suite 206,
Waterloo, ON, N2L 6C7

(hereinafter called the "Borrower"),

OF THE FIRST PART;

-and-

MARSHALLZEHR GROUP INC., having a head office at 465 Phillip Street, Unit 206,
Waterloo, Ontario, N2L 6C7

(hereinafter called "Assignee"),

OF THE SECOND PART.

WHEREAS by a certain charge (the "Charge") dated December, 2019, in the face amount of **\$20,000,000.00** which Charge was registered in the Land Registry Office for the Land Registry Division of Middlesex #33 as the Instrument Number set out in the Statements section on the attached Notice of Assignment of Rents - General, the Borrower granted, mortgaged and charged to Assignee the lands and premises described therein, including those described in Schedule "A" annexed hereto (the said lands and premises together with the buildings, improvements and fixtures situate thereon being hereinafter referred to as the "Premises") to secure the payment to Assignee of the principal of, interest on and all other moneys which may become owing on or pursuant to the Charge (whenever in this Indenture reference is made to the Charge, it shall be deemed to include any renewals or extensions thereof and any Charges or mortgages taken in substitution therefor either in whole or in part); and

WHEREAS as security for the due performance by the Borrower of all the covenants contained in the Charge, the Borrower has agreed to assign, transfer and set over unto Assignee all the Borrower's right, title and interest in any and all leases or agreements to lease (the "Leases"), now or hereafter existing, of any and all portions of the Premises and all rents, charges and other monies (the "Rents") now due and payable or hereafter to become due and payable under the Leases.

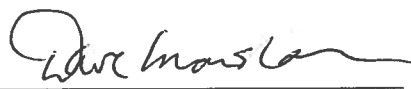
NOW THIS INDENTURE WITNESSETH that in consideration of the premises and other good and valuable consideration the Borrower represents, covenants and agrees with Assignee as follows:

1. **Assignment.** The Borrower hereby irrevocably assigns, transfers and sets over unto Assignee, subject to no prior claim or assignment, the Leases and the Rents and all benefits and advantages to be derived therefrom, including any guarantees given to the Borrower in respect of the Leases and Rents, to hold and receive the same unto Assignee, its successors and assigns, with full power and authority to demand, collect, sue for, recover, receive receipts for the Rents and to enforce payment of the same in the name of the Borrower.
2. **Where Borrower not in Default.** Until the Borrower defaults under the covenants, terms and conditions contained in this Indenture or an event of default occurs under the Charge the Borrower may demand, receive, collect and enjoy the Rents only as the same fall due and payable and not in advance, but nothing shall permit or authorize the Borrower to collect or receive Rents contrary to the covenants contained herein.
3. **Remedies.** The Borrower, in the event of a default hereunder or under the Charge, hereby authorizes Assignee, at its option and in addition to any other rights it may have hereunder or under any other agreement or at common law or in equity, to deliver to any or all of the tenants, licencees or occupiers of the Premises notices to pay all Rents to Assignee and to collect such Rents and, in addition, enter upon the Premises by its officers, agents or employees for the purpose of collecting the Rents and/or operating and maintaining the Premises. The Borrower hereby authorizes Assignee generally to perform all such acts, including any acts by way of enforcement of the covenants and exercise of the rights contained in the Leases or otherwise, as may in the opinion of Assignee be necessary or desirable for the proper operation and maintenance of the Premises, which acts may be performed in the name of the Borrower or in the name of Assignee as in the absolute discretion of Assignee may seem proper or advisable. Assignee shall, after deduction of all collection charges and all expenses, which Assignee in its absolute discretion shall deem advisable to pay for the proper operation and maintenance of the Premises, credit the remainder of the moneys which it may receive in connection with the Premises on account of any amount or amounts due to Assignee from the Borrower in such manner as Assignee shall in its sole discretion determine. Notwithstanding anything herein, Assignee shall be liable to account only for such monies as shall actually come into its hands.
4. **Liability of Assignee.** In the exercise of the powers herein granted to Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by the Borrower. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this assignment, and the Borrower shall and does hereby agree to indemnify Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of agreements contained in the Leases. Should Assignee incur any such liability, loss or damage under the Leases or by reason of this assignment, or the defence of any such claims or demands, the amount thereof, including costs, expenses and all legal fees and disbursements, shall be secured hereby, and the Borrower shall reimburse Assignee therefore immediately upon demand.
5. **Receipts by Assignee.** The Borrower hereby agrees that all receipts given by Assignee to any lessee under the Leases on account of any Rents paid to Assignee in accordance with the terms of this Indenture shall constitute a good and valid discharge therefor to each lessee.

6. Not Mortgagee in Possession. Nothing herein contained shall be deemed to have the effect of making Assignee responsible for the collection of the Rents or any part thereof for the performance of any covenants, terms or conditions either by the lessor or any lessee contained in the Leases and Assignee shall not by virtue of this Indenture be deemed a mortgagee in possession of the Premises.
7. Perform Covenants of Landlord. The Borrower shall at all times perform all of the lessor's covenants and obligations contained in the Leases and any failure on the part of the Borrower thereunder shall constitute a default hereunder and shall be deemed to be default under the Charge. If so requested by Assignee, the Borrower will enforce the Leases and all remedies available to the Borrower against the lessees, in case of default under the Leases, or any of them, by the lessees.
8. Valid Leases. The Borrower hereby covenants with Assignee notwithstanding any act of the Borrower that the leases contained in Schedule "B" hereto, if any, are good, valid and subsisting leases and that the Borrower now has good right, full power and absolute authority to assign each such lease according to the true intent and meaning of this Indenture.
9. No Prepayment of Rents. The Borrower will not accept payment from any lessee in advance and will not cause payment to be made in advance on its direction for a period longer than provided in the respective lease and breach of this covenant shall be deemed to be default under the Charge.
10. Covenants. The Borrower shall not without the written approval of Assignee first had and obtained:
- (a) do or omit to do any act having the effect of terminating, cancelling or accepting the surrender of the Leases or any of them;
 - (b) amend, alter or vary the terms and conditions of the Leases or any of them;
 - (c) waive, reduce or abate any of its rights or remedies under the Leases or the obligations of any other parties thereunder or in respect thereof;
 - (d) permit any material default or breach of covenant by any lessee under the Leases; and
 - (e) enter into any Leases for any part of the Premises that are not bona fide leases with lessees with whom the Borrower deals at arm's length. The terms of any future leases must be approved by Assignee prior to execution (such consent not to be unreasonably withheld or delayed) and shall be at rental rates and terms consistent with comparable space in the area of the Premises.
11. Waiver of Covenants. Assignee may waive any default or breach of covenant and shall not be bound to serve any notice upon any lessee under the Leases upon the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.
12. Further Assurances. The Borrower covenants and agrees from time to time and at all times hereafter at the request of Assignee to execute and deliver at the expense of the Borrower such further assurances for better and more perfectly assigning to Assignee any Leases whether presently existing or hereafter created and the Rents payable thereunder in the manner aforesaid as Assignee may require and to execute, deliver and register, at the expense of the Borrower, all such documents as may be required to preserve, perfect and protect the security constituted hereby including all such renewals as may be required by relevant legislation, including the *Personal Property Security Act*.
13. Re-assignment. The assignment, transfer and setting over herein provided shall not be revoked or rescinded by any variation of the terms of the Charge or any extension of time for payment or otherwise but shall remain in full force and effect until the Borrower shall have performed all of its obligations under the Charge. A discharge of the Charge executed by Assignee shall operate as a re-assignment of the Leases and Rents without the need for any further conveyance, but Assignee shall, at the request and at the expense of the Borrower, execute and deliver a full re-assignment to the Borrower of the Leases and Rents and its all right, title and interest therein.
14. Binding Effect and Governing Law. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Borrower has executed this Indenture.

2301402 ONTARIO LIMITED

Per: 
Name: David Marshall
Title: President

I have authority to bind the Corporation

SCHEDULE “A”

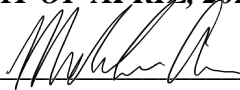
LEGAL DESCRIPTION OF PROPERTY

PIN 09702-0295 (LT)
Lot 260, Plan 188, Lucan Biddulph Township
133 Main Street, Lucan

SCHEDULE “B”

NONE

***THIS IS EXHIBIT "K" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. A. Murray", is written over a horizontal line.

A Commissioner Etc.

**MARSHALLZEHR GROUP INC.
SECURITY AGREEMENT**

To: **MarshallZehr Group Inc. ("MZG")**
465 Phillip Street, Suite 206
Waterloo, Ontario, N2L 6C7
Facsimile No. (519-342-0851)

From: **2301402 Ontario Limited ("Debtor")**
465 Phillip Street, Suite 206
Waterloo, Ontario N2L 6C7
Facsimile No. (519-342-0851)

1. **General Security Interest.** As security for the payment and performance of all present and future indebtedness, liabilities and obligations of the Debtor to MZG, whether direct or indirect, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind, in any currency or otherwise, under or in respect of agreements or dealings between the Debtor and MZG or agreements or dealings between the Debtor and others by which MZG may be or become in any manner whatsoever a creditor of the Debtor including, without limitation, Obligations under (i) any and all letter agreements and offers to finance/or offers to lease (the "Offers of Finance") entered into by the Debtor and MZG from time to time, (ii) any promissory notes, guarantees or indemnities executed by the Debtor in favour of MZG, and (iii) this Security Agreement (all such indebtedness, liabilities, obligations, expenditures, costs and expenses are hereinafter collectively referred to as the "Obligations"), the Debtor hereby assigns, charges, pledges, mortgages and grants to MZG a security interest in all of the undertaking, property and assets of the Debtor, both real and personal, immoveable and moveable, tangible and intangible, legal and equitable, of whatsoever nature and kind situate on and used in connection with the Real Property described in Schedule "A" hereto, now owned or hereafter acquired by or on behalf of the Debtor or in respect of which the Debtor now or hereafter has any right, title or interest (all of which is hereinafter called the "Collateral"), including without limitation:

- (a) **Intangibles** - all intangible property including without limitation book debts and accounts, all contractual rights and insurance claims, licences, computer software, warranties, ownership certificates, patents, trademarks, trade names, goodwill, copyrights and other industrial property of the Debtor;
- (b) **Books & Records** - all of the Debtor's, manuals, publications, letters, deeds, documents, writings, papers, invoices, books of account and other books relating to or being records of debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (c) **Equipment** - all of the Debtor's tools, machinery, equipment, apparatus, furniture, plants, fixtures, vehicles and other tangible personal property, other than Inventory (as defined below), (collectively, the "Equipment") including, without limitation, the Equipment described in Schedule "A" hereto;
- (d) **Inventory** - all of the Debtor's tangible personal property held 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 (collectively, the "Inventory");
- (e) **Real Property** - all of the Debtor's real and immovable property, both freehold and leasehold, now or hereafter owned, acquired or occupied by the Debtor, together with all buildings, erections, improvements and fixtures situate upon or used in connection therewith, including any lease, verbal or written or any agreement therefor, (collectively, the "Real Property") provided, however, the last day of any term of any such lease, verbal or written, or any agreement therefor now held or hereafter held by the Debtor, is excepted out of the Real Property charged by this Security Agreement, but should such charge become enforceable the Debtor shall thereafter stand possessed of the last day of such leasehold interest upon trust to assign and dispose thereof as MZG may direct;
- (f) **Other Property** - the Debtor's undertaking and all of the Debtor's other property and assets including, without limitation, uncalled capital, judgments, rights, franchises, chattel paper, documents of title, goods, instruments, money and securities (as those

terms are defined in the Personal Property Security Act governing this Security Agreement); and

- (g) **Proceeds** - all of the Debtor's property in any form derived directly or indirectly from any use or dealing with the Collateral or that indemnifies or compensates for loss of or damage to the Collateral (collectively, the "Proceeds").

2. **Attachment.** The security interest given hereunder will attach immediately upon the execution of this Security Agreement. The security interest granted hereby has not been postponed and will attach to any particular Collateral as soon as the Debtor has rights in such Collateral.

3. **Representations and Warranties of the Debtor.** The Debtor represents and warrants to MZG as follows:

- (a) The Debtor now owns or will own the Collateral, as the case may be, free and clear of any prior lien, security interest or encumbrance save and except for the security interest granted hereby and for those encumbrances as shown in Schedule "B" which have been validly perfected ("Permitted Encumbrances");
- (b) This Security Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Debtor;
- (c) The authorization, creation, execution and delivery of this Security Agreement and compliance with its terms
 - (i) does not and shall not contravene any applicable law, regulation, rule, order, judgment or injunction or the charter documents, by-laws or any unanimous shareholders' agreement of the Debtor; and
 - (ii) does not and shall not result in a breach of or a default under any indenture, instrument, lease, agreement or undertaking to which the Debtor is a party or by which it or the Collateral is or may become bound.

4. **General Covenants.** The Debtor hereby declares, covenants and agrees that it:

- (a) **Pay Costs** - shall pay all costs and expenses (including legal fees and disbursements on a solicitor and own client basis) of MZG incidental to or which in any way relates to this Security Agreement or its enforcement, including (i) the preparation, execution and filing of this Security Agreement and any instruments postponing, discharging, amending, extending or supplemental to this Security Agreement or any security required by any Offer of Finance ("MZG's Security"); (ii) perfecting and keeping perfected MZG's Security; (iii) maintaining the intended priority of MZG's Security on all or any part of the Collateral; (iv) taking, recovering or possessing the Collateral; (v) taking any actions or other proceedings to enforce the remedies provided herein or otherwise in relation to this Security Agreement or the Collateral, or by reason of a default under MZG's Security or the Offer of Finance or the non-payment of the moneys hereby secured; (vi) taking proceedings, giving notices and giving responses required under any applicable law concerning or relating to MZG's Security, including compliance with the provisions of applicable bankruptcy, insolvency, personal property security and mortgage enforcement legislation; (vii) responding to or participating in proceedings in the nature of those described in Sections 14(d), (e) and (f) hereof; and (viii) obtaining the advice of counsel and other advisors in relation to the foregoing;

all such costs and expenses and other monies payable hereunder, together with interest at the highest rate chargeable by MZG from time to time on the Obligations, shall form part of the Obligations, shall be payable by the Debtor on demand and shall be secured hereby;

- (b) **To Pay Rents and Taxes** - shall pay all rents, taxes and assessments lawfully imposed upon the Real Property where the Collateral is located or any part thereof when the same become due and payable, and shall show to MZG on request receipts for such payment;
- (c) **To Maintain Corporate Existence and Security** - shall maintain its corporate existence, shall maintain the security hereby created as valid, effective and perfected security at all times, shall observe and perform all of its obligations under leases, licences

and other agreements to which it is a party so as to preserve and protect the Collateral and its value;

- (d) **Not to Sell** - shall not, except for Inventory sold in the ordinary course of business and except as otherwise permitted hereunder, remove, destroy, lease, sell or otherwise dispose or part with possession of any of the Collateral; provided that the Debtor may sell or otherwise dispose of furniture, machinery, equipment, vehicles and accessories which have become worn out or damaged or otherwise unsuitable for their purposes on condition that it shall substitute therefor, subject to the lien hereof and free from prior liens, security interests or encumbrances, property of equal value so that the security hereby constituted shall not thereby be in any way reduced or impaired;
- (e) **No Other Liens** - shall not create, assume or suffer to exist any charge, lien, federal or provincial government priority claim arising pursuant to statute including any deemed trust, security interest or encumbrance upon any Collateral other than Permitted Encumbrances. No provision hereof shall be construed as a subordination or postponement of the security interest created hereunder to or in favour of any other charge, lien, security interest or encumbrance, whether or not it is a Permitted Encumbrance, except that the Debtor may give security to its bankers on its Inventory or under assignments of its accounts receivable (except to the extent that such accounts receivable represent proceeds of the sale or disposition of Equipment or Real Property) and such security, if validly perfected, shall rank prior to the interest granted hereby on such Inventory and accounts receivable without further action by MZG;
- (f) **To Hold Proceeds of Unauthorized Sale in Trust** - in the event the Collateral or any part thereof is sold or disposed of prior to the full discharge of this Security Agreement by MZG, in any manner not authorized by this Security Agreement, shall hold all proceeds of such sale or disposition received by the Debtor as trustee for MZG until the Debtor has been fully released from this Security Agreement by MZG;
- (g) **To Insure** - shall keep insured the Collateral to its full insurable value or in such amounts as MZG may reasonably require against all risks, with insurers approved by MZG and will pay all premiums necessary for such purposes as the same shall become due; the proceeds under all policies of insurance are hereby assigned to MZG subject to Permitted Encumbrances as further security hereunder and shall be payable to MZG as its interest may appear and contain such mortgage clauses as MZG may require; such policies or contracts shall be in terms reasonably satisfactory to MZG and at the request of MZG shall be delivered to and held by MZG subject to the rights of the holders of Permitted Encumbrances;
- (h) **To Furnish Proofs** - shall forthwith on the happening of any loss or damage furnish at its expense all necessary proofs and do all necessary acts to enable MZG to obtain payment of the insurance moneys subject to the rights of the holders of Permitted Encumbrances;
- (i) **Inspection by MZG** - shall allow any employees or third parties retained by MZG at any reasonable time to enter the premises of the Debtor or others to inspect the Collateral and to inspect the books and records of the Debtor relating to the Collateral and make extracts therefrom, and shall permit MZG prompt access to such other persons, as MZG may deem necessary or desirable for the purposes of inspecting or verifying any matters relating to any part of the Collateral or the books and records of the Debtor relating to the Collateral, provided that any information so obtained shall be kept confidential, save as required by MZG in exercising its rights hereunder or pursuant to any applicable law or court order. The Debtor shall pay all costs and expenses of third parties (including legal fees and disbursements on a solicitor and own client basis) retained by MZG for purposes of inspection under this Section 4(i);
- (j) **Use and Maintenance** - shall cause the Equipment and Inventory to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent and duly qualified personnel. Any and all additions and accessions to and parts and replacements for the Equipment or Inventory shall immediately become subject to the security interest created hereby. The Debtor shall not change the intended use of the

Collateral without the prior written consent of MZG which will not be unreasonably withheld or delayed;

- (k) **Location of Collateral** - shall keep the Collateral at the locations set forth in Schedule "A" hereto, except for goods in transit to such locations, or Inventory on lease or consignment, or with the prior written consent of MZG;
- (l) **No Affixation** - shall not permit the Collateral to be attached to or affixed to real or other personal property without the prior written consent of MZG which will not be unreasonably withheld or delayed. The Debtor shall obtain and deliver to MZG such waivers as MZG may reasonably request from any owner, landlord or mortgagee of premises on which the Collateral is located or to which the Collateral may become affixed or attached. The Debtor shall promptly do, execute and deliver all such further acts, documents, agreements or assurances as MZG may reasonably require for giving effect to the intent of this Security Agreement and shall register such notice or documents against the title to such premises as MZG may reasonably request to protect its interests hereunder and shall maintain plates or marks showing the name of MZG upon the Collateral as requested;
- (m) **Not to Remove** - prior to moving any of the Collateral from any location indicated in Schedule "A" hereto, or to leasehold property, the Debtor shall effect such further registrations and obtain such other consents and give such other security, at the sole cost and expense of the Debtor, as may be required or desirable to protect or preserve the security hereby created and to maintain the priority intended to be granted to MZG hereunder as against all others including landlords, and the Debtor shall forthwith notify MZG of the intended removal and the action proposed to be taken;
- (n) **Compliance with Environmental Laws**
 - (i) shall conduct and maintain its business, operations, Real Property and the Collateral so as to comply in all respects with all applicable Environmental Laws, including obtaining all necessary licenses, permits, consents and approvals required to own or operate the Collateral and the business carried out on, at or from the Real Property;
 - (ii) except as specifically permitted by MZG in writing, it shall not permit or suffer to exist, Contaminants or dangerous or potentially dangerous conditions in, on or below the Real Property including, without limitation, any polychlorinated biphenyls, radio-active substances, underground storage tanks, asbestos or urea formaldehyde foam insulation;
 - (iii) has no knowledge of the existence of Contaminants or dangerous or potentially dangerous conditions at, on or under the Real Property or any properties in the vicinity of the Real Property which could affect the Real Property or the market value thereof or in levels that exceed the standards in Environmental Laws;
 - (iv) has no knowledge of the Real Property, or any portion thereof, having been used for the disposal of waste;
 - (v) has not given or received, nor does it have an obligation to give, any notice, claim, communication or information regarding any past, present, planned or threatened treatment, storage, disposal, presence, release or spill of any Contaminant at, on, under or from the Real Property or any property in the vicinity of the Real Property, including any notice pursuant to any Environmental Laws or any environmental report or audit. The Debtor shall notify MZG promptly and in reasonable detail upon receipt of any such claim, notice, communication or information or if the Debtor becomes aware of any violation or potential violation of the Debtor of any Environmental Laws and shall describe therein the action which the Debtor intends to take with respect to such matter;

- (vi) shall at the Debtor's expense establish and maintain a system to assure and monitor continued compliance with, and to prevent the contravention of, Environmental Laws, which system shall include periodic reviews of such compliance system and the Debtor shall provide an annual report to MZG regarding the Debtor's environmental performance, and the effectiveness of such system;
- (vii) shall promptly advise MZG in writing of any material adverse change in the environmental or other legal requirements affecting the Debtor or the Collateral or the Real Property upon the Debtor becoming aware of any such change, and the Debtor shall provide MZG with a copy of any of the orders, by-laws, agreements or other documents pursuant to which any such change is effected or documented;
- (viii) shall at the Debtor's expense promptly take or cause to be taken any and all necessary remedial or clean-up action in response to the presence, storage, use, disposal, transportation, release or discharge of any Contaminant in, on, under or about any of the Real Property, or used by the Debtor, in compliance with all material laws including, without limitation, Environmental Laws, and in accordance with the orders and directions of all applicable federal, state, provincial, municipal and local governmental authorities;
- (ix) shall deliver to MZG a true and complete copy of all environmental audits, evaluations, assessments, studies or tests relating to the Real Property, the Collateral or the Debtor now in its possession or control or forthwith after the completion thereof, or upon such materials coming into the Debtor's possession or control;
- (x) shall at the Debtor's expense, if reasonably requested by MZG in writing, retain an environmental consultant acceptable to MZG, acting reasonably, to undertake environmental tests and to prepare a report or audit with respect to the Real Property and deliver same to MZG for its review; and
- (xi) shall indemnify and save harmless MZG, its officers, directors, employees, agents and shareholders from and against all losses, liabilities, damages or costs (including legal fees and disbursement on a solicitor and own client basis) suffered including, without limitation, the cost or expense of any environmental investigation, the preparation of any environmental or similar report, and the costs of any remediation arising from or relating to any breach of the foregoing covenants of this Section 4(n) , any breach by the Debtor or any other person now or hereafter having an interest in the Collateral or the Real Property which is asserted or claimed against MZG; the presence, in any form, of any Contaminant on or under the Real Property, or the discharge, release, spill or disposal of any contaminant by the Debtor, which is asserted or claimed against any of these indemnified persons. This indemnity shall survive the payment in full of all amounts secured hereby and the discharge of this Security Agreement. MZG shall hold the benefit of this indemnity in trust for those indemnified persons who are not parties to this Security Agreement.
- (xii) For the purposes hereof:
 - a. "Contaminant" means any solid, liquid, gas, odour, heat, sound, smoke, waste, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause: (i) impairment of the quality of the natural environment for any use that can be made of it, (ii) injury or damage to property or to plant or animal life, (iii) harm or material discomfort to any person, (iv) an adverse affect on the health of any person, (v) impairment of the safety of any person, (vi) rendering any property or plant or animal life unfit for use by man, (vii) loss of enjoyment of normal use of property, or (viii) interference with the normal conduct of business, and includes any pollutant or contaminant as defined in any applicable Environmental Laws and any

biological, chemical or physical agent which is regulated, prohibited, restricted or controlled; and

- b. "Environmental Laws" means the common law and all applicable federal, provincial, local, municipal, governmental or quasi-governmental laws, rules, regulations, policies, guidelines, licences, orders, permits, decisions or requirements concerning Contaminants, occupational or public health and safety or the environment and any other order, injunction, judgment, declaration, notice or demand issued thereunder.

- (o) **Financial Statements** - shall deliver to MZG, in accordance with the terms of any Offers of Finance, its interim and annual financial statements, all of which financial statements shall be signed by an authorized officer of the Debtor and prepared in accordance with generally accepted accounting principles. The Debtor shall at the same time deliver to MZG copies of all management reports prepared by the accountants or auditors of the Debtor together with any other statements stipulated in any Offer of Finance;
- (p) **Offers of Finance** - shall comply with all provisions of the Offers of Finance, including executing and delivering all such documents as may be necessary to maintain in force the pre-authorized payment system specified in any Offer of Finance.

5. **Collection of Debts.** Upon the occurrence of an event of default hereunder, MZG may, without exercising any of its other rights or remedies hereunder, give notice of the security interest in, and the assignment to, MZG of any debt or liability forming part of the Collateral and may direct such person to make all payments on account of any such debt or liability to MZG.

6. **Waiver of Covenants.** MZG may waive in writing any breach by the Debtor of any of the provisions contained in this Security Agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, provided that no such waiver or any other act, failure to act or omission by MZG shall extend to or be taken in any manner to affect any subsequent breach or default or the rights of MZG resulting therefrom. All rights and remedies of MZG granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

7. **Performance of Covenants by MZG.** If the Debtor shall fail to perform any covenant on its part herein contained, MZG may in its absolute discretion perform any such covenant capable of being performed by it, but MZG shall be under no obligation to do so. If any such covenant requires the payment of money or if the Collateral or any part thereof shall become subject to any charge, lien, security interest or encumbrance ranking in priority to the security interest created hereby, MZG may in its absolute discretion make such payment and/or pay or discharge such charge, lien, security interest or encumbrance, but MZG shall be under no obligation to do so. All sums so paid by MZG, together with interest at the highest rate chargeable by MZG from time to time on the Obligations, shall be payable by the Debtor on demand and shall constitute a charge upon the Collateral. No such performance or payment shall relieve the Debtor from any default hereunder or any consequences of such default.

8. **Appointment of Monitor.** If in the opinion of MZG, acting reasonably, a material adverse change has occurred in the financial condition of the Debtor, or if MZG in good faith believes that the ability of the Debtor to pay any of its obligations to MZG or to perform any other covenant contained herein has become impaired or if an event of default has occurred, MZG may by written notice to the Debtor, appoint a monitor (the "Monitor") to investigate any or a particular aspect of the Collateral, the Debtor or its business and affairs for the purpose of reporting to MZG. The Debtor shall give the Monitor its full co-operation, including full access to facilities, assets and records of the Debtor and to its creditors, customers, contractors, officers, directors, employees, auditors, legal counsel and agents. The Monitor shall have no responsibility for the affairs of the Debtor nor shall it participate in the management of the Debtor's affairs and shall incur no liability in respect thereof or otherwise in connection with the Debtor, its business and affairs or the Collateral. The Monitor shall act solely on behalf of MZG and shall have no contractual relationship with the Debtor as a consultant or otherwise. The appointment of a Monitor shall not be regarded as an act of enforcement of this Security Agreement. All reasonable fees and expenses of the Monitor (including legal fees and disbursements on a solicitor and own client basis) shall be paid by the Debtor upon submission to it of a written invoice therefor. MZG may at its option upon the occurrence of an event of default appoint or seek to have appointed the

Monitor as receiver, receiver and manager, liquidator, or trustee in bankruptcy of the Debtor or the Collateral or any part thereof.

9. **Application of Insurance Proceeds.** Any insurance moneys received by MZG may at the option of MZG be applied to rebuilding or repairing the Collateral, or be paid to the Debtor, or any such moneys may be applied in the sole discretion of MZG, in whole or in part, to the repayment of the Obligations or any part thereof whether then due or not, with any partial payments to be credited against principal instalments payable thereunder in inverse order of their maturity dates.

10. **No Merger or Novation.** The taking of any judgment or the exercise of any power of seizure or sale shall not operate to extinguish the liability of the Debtor to perform its obligations hereunder or to pay the Obligations hereby secured, shall not operate as a merger of any covenant herein contained or affect the right of MZG to interest in effect from time to time hereunder and the acceptance of any payment or other security shall not constitute or create any novation. The execution and delivery of this Security Agreement or of any instruments or documents supplemental hereto shall not operate as a merger of any representation, warranty, term, condition or other provision contained in any other obligation or indebtedness of the Debtor to MZG or under any Offer of Finance.

11. **Security in Addition.** The security hereby constituted is in addition to any other security now or hereafter held by MZG. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the moneys secured hereby, shall not release or affect the security created hereby.

12. **Partial Discharges.** MZG may in its sole discretion grant partial discharges or releases of security in respect of any of the Collateral on such terms and conditions as it shall deem fit and no such partial discharges or releases shall affect the remainder of the security created hereby nor shall it alter the obligations of the Debtor under the Obligations or hereunder.

13. **Notice of Change.** The Debtor shall immediately notify MZG in writing of any proposed change and any actual change in the Debtor's name or address, the location of, and details of any loss or damage to, the Collateral, and the details of any claims or litigation affecting the Debtor or Collateral. The Debtor agrees to execute at the Debtor's expense, any instruments, notices or other documents required to effect any registration which MZG deems necessary to protect its interest in the Collateral in any jurisdiction.

14. **Events of Default.** Each of the following events shall constitute an "event of default":

- (a) the Debtor does not pay any of the Obligations when due;
- (b) the Debtor ceases or threatens to cease to carry on its business or defaults in the performance or observance of any of the covenants in Sections 4(d), (e), (i) or (m) or Section 8 hereof;
- (c) if the Debtor defaults in the performance or observance of any condition or covenant contained in this Security Agreement, other than as referred to elsewhere in this Section 14, in any other security previously, now or hereafter granted to MZG by the Debtor or in any other instrument or agreement (including any offer of finance) which the Debtor and MZG are parties to (whether alone or with others) or issued by either the Debtor or MZG to the other, and such default continues for ten (10) days after written notice thereof to the Debtor by MZG;
- (d) the Debtor becomes bankrupt or insolvent or commits an act of bankruptcy, or any proceeding is commenced against, by or affecting the Debtor:
 - (i) seeking to adjudicate it a bankrupt or insolvent;
 - (ii) seeking liquidation, dissolution, winding up, restructuring, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any reorganization, arrangement or compromise of debt under the laws of its jurisdiction of incorporation or organization); or

- (iii) seeking appointment of a receiver, receiver and manager, liquidator, trustee, agent, custodian or other similar official for it or for any part of its properties and assets, including the Collateral or any part thereof;
- (e) any order or judgment is issued by a court granting any of the relief referred to in Section 14(d) hereof;
- (f) if an encumbrancer or secured creditor shall appoint a receiver or agent or other similar official over any part of the Collateral, or take possession of any part of the Collateral or if any execution, distress or other process of any court becomes enforceable against any Collateral, or a distress or like process is levied upon any of such Collateral;
- (g) if the Debtor takes any proceedings for its dissolution, liquidation or amalgamation with another company or if the legal or corporate existence of the Debtor shall be terminated by expiration, forfeiture or otherwise;
- (h) if there is any material misrepresentation or misstatement contained in any certificate or document delivered by an officer or director of the Debtor in connection with any financing provided by MZG;
- (i) if any representation, warranty or statement made on behalf of the Debtor in any Offer of Finance or any instrument made pursuant thereto is or becomes untrue in any material respect;
- (j) if any guarantor of the obligations of the Debtor to MZG defaults in the performance of any condition or covenant in favour of MZG or if any party to an instrument or agreement supplemental or collateral to this Security Agreement or the financing provided for herein defaults thereunder, and such default continues for ten (10) days after written notice thereof to the Debtor by MZG;
- (k) if MZG, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance of any of the Obligations is or is about to be impaired or that the Collateral or any part thereof is or is about to be placed in jeopardy;
- (l) if voting control of the Debtor as provided for in any Offer of Finance or as subsequently effected with MZG's prior written consent, shall change without the prior written consent of MZG; or
- (m) if a default occurs under any agreement, promissory note, debt obligation, guarantee or otherwise now or hereafter granted to any other bank or financial institution by the Debtor.

15. **Enforcement.** Upon the happening of any event of default, the security granted herein shall become immediately enforceable and MZG may at its option declare this Security Agreement to be in default and may exercise any rights, powers or remedies available to MZG at law or in equity or under the Personal Property Security Act or other applicable legislation and, in addition, may exercise one or more of the following rights, powers or remedies, which rights, powers and remedies are cumulative:

- (a) to declare the full amount of the Obligations to be immediately due and payable;
- (b) to terminate the Debtor's right to possession of the Collateral, cause the Debtor to immediately assemble and deliver the Collateral at such place or places as may be specified by MZG, and enter upon the premises where the Collateral is located and take immediate possession thereof, whether it is affixed to the realty or not, and remove the Collateral without liability to MZG for or by reason of such entry or taking of possession, whether for damage to property caused by taking such or otherwise;
- (c) to enter upon and hold, possess, use, repair, preserve and maintain all or any part of the Collateral and make such replacements thereof and additions thereto as MZG shall deem advisable;

- (d) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon the whole of any part of the Collateral whether by public or private sale as MZG in its absolute discretion may determine without notice to the Debtor or advertisement and after deducting from the proceeds of sale (including legal fees and disbursements on a solicitor and his own client basis) incurred in the repossession, sale, lease or other disposition of the Collateral apply the proceeds thereof to the Obligations in the manner and order to be determined by MZG, provided however that MZG shall only be liable to account to the Debtor, any subsequent encumbrancers and others for money actually received by MZG and provided that the Debtor shall pay any deficiency forthwith;
- (e) to appoint by instrument in writing any person or persons to be a receiver or receiver and manager of all or any portion of the Collateral, to fix the receiver's remuneration and to remove any receiver so appointed and appoint another or others in its stead;
- (f) to apply to any court of competent jurisdiction for the appointment of a receiver or receiver and manager for all or any portion of the Collateral; and
- (g) to retain the Collateral in satisfaction of the Obligations.

16. Powers of Receiver.

- (a) Any receiver (which term includes a receiver and manager) shall have all of the powers of MZG set forth in this Security Agreement and, in addition, shall have the following powers:
 - (i) to lease all or any portion of the Collateral and for this purpose execute contracts in the name of the Debtor, which contracts shall be binding upon the Debtor and the Debtor hereby irrevocably constitutes such receiver as its attorney for such purposes;
 - (ii) to take possession of the Collateral, collect all rents, issues, incomes and profits derived therefrom and realize upon any additional or collateral security granted by the Debtor to MZG and for that purpose may take any proceedings in the name of the Debtor or otherwise; and
 - (iii) to carry on or concur in carrying on the business which the Debtor is conducting and for that purpose the receiver may borrow money on the security of the Collateral in priority to this Security Agreement;
- (b) Any receiver appointed pursuant to the provisions hereof shall be deemed to be the agent of the Debtor for the purposes of:
 - (i) carrying on and managing the business and affairs of the Debtor, and
 - (ii) establishing liability for all of the acts or omissions of the receiver while acting in any capacity hereunder and MZG shall not be liable for such acts or omissions,

provided that, without restricting the generality of the foregoing, the Debtor irrevocably authorizes MZG to give instructions to the receiver relating to the performance of its duties as set out herein.

17. Application of Moneys. All moneys actually received by MZG or by the receiver pursuant to Sections 15 and 16 of this Security Agreement shall be applied:

- (a) first, in payment of those claims, if any, of secured creditors of the Debtor (including any claims of the receiver pursuant to Section 16(a), ranking in priority to the charges created by this Security Agreement as directed by MZG or the receiver;
- (b) second, in payment of all costs, charges and expenses of and incidental to the appointment of the receiver (including legal fees and disbursements on a solicitor and

own client basis) and the exercise by the receiver or MZG of all or any of the powers granted to them under this Security Agreement, including the reasonable remuneration of the Receiver or any agent or employee of the receiver or any agent of MZG and all outgoings properly paid by the receiver or MZG in exercising their powers as aforesaid;

- (c) third, in or towards the payment to MZG of all other obligations due to it by the Debtor in such order as MZG in its sole discretion may determine;
- (d) fourth, in or towards the payment of the obligation of the Debtor to persons if any, with security interests against Collateral ranking subsequent to those in favour of MZG; and
- (e) fifth, subject to applicable law any surplus shall be paid to the Debtor.

18. **Possession of Collateral.** The Debtor acknowledges that MZG or any receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from MZG or any such Receiver to assemble and deliver possession of the Collateral at such place or places as directed.

19. **Deficiency.** The Debtor shall remain liable to MZG for any deficiency after the proceeds of any sale, lease or disposition of Collateral are received by MZG and applied in accordance with the provisions of Section 17(c) hereof.

20. **Assignment.** This Security Agreement may be assigned by MZG to any other person and, if so assigned, the assignee shall have and be entitled to exercise any and all discretions, rights and powers of MZG hereunder, and all references herein to MZG shall include such assignee. The Debtor may not assign this Security Agreement or any of its rights or obligations hereunder. This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Security Agreement and the security interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against MZG.

21. **Limited Power of Attorney.** The Debtor hereby appoints MZG as the Debtor's attorney, with full power of substitution, in the name and on behalf of the Debtor, to execute, deliver and do all such acts, deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Debtor has agreed to execute, deliver and do hereunder, under any Offer of Finance or otherwise, or as may be required by MZG or any receiver to give effect to this Security Agreement or in the exercise of any rights, powers or remedies hereby conferred on MZG or any receiver, and generally to use the name of the Debtor in the exercise of all or any of the rights, powers or remedies hereby conferred on MZG or any receiver. This appointment, being coupled with an interest, shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Debtor or for any other reason.

22. **Severability.** Each of the provisions contained in this Security Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Security Agreement.

23. **Notices.** Any notice required or desired to be given hereunder or under any Offer of Finance or under any instrument supplemental hereto shall be in writing and may be given by personal delivery, by facsimile or other means of electronic communication or by sending the same by registered mail, postage prepaid, to MZG or to the Debtor at their respective addresses set out above and, in the case of electronic communication, to the facsimile numbers set out above. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice sent by facsimile or other means of electronic transmission shall be deemed to have been delivered on the Business Day following the sending of the notice, and any notice so mailed shall be conclusively deemed given on the third Business Day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall not be given by mail. Any address for notice or payments herein referred to may be changed by notice in writing given pursuant hereto.

Notwithstanding the foregoing, if the Personal Property Security Act requires that notice be given in a special manner, then such notice or communication shall be given in such manner.

24. **General.**

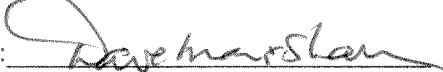
- (i) The Debtor authorizes MZG to file such financing statements, notices of security interest, caveats and other documents and do such acts and things as MZG may consider appropriate to perfect its security in the Collateral, to protect and preserve its interest in the Collateral and to realize upon the Collateral.
- (ii) Nothing in this Security Agreement will in any way obligate MZG to advance any funds, or otherwise make or cause to make credit available to the Debtor, nor will MZG have any liability for any failure or delay in its part to exercise any rights hereunder.
- (iii) If more than one Debtor executes this Security Agreement, the obligations of such Debtors hereunder shall be joint and several.
- (iv) The division of this Security Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Security Agreement.
- (v) When the context so requires, the singular shall include the plural and vice versa and words importing gender include all genders; all rights, advantages, privileges, immunities, powers and things hereby secured to the Debtor shall be equally secured to and exercised by its successors and assigns.
- (vi) Time is of the essence in this Security Agreement.
- (vii) The Debtor, if a corporation, waives the rights, benefits and protection given by and agrees that The Limitation of Civil Rights Act and The Land Contracts (Actions) Act, both of Saskatchewan, shall not apply to this Security Agreement or to any agreement renewing or extending this Security Agreement or to the rights, powers or remedies of MZG under this Security Agreement or under any agreement renewing or extending this Security Agreement.
 - a. (viii) Without limiting any other right of MZG, whenever the security granted hereunder becomes enforceable or MZG has the right to declare the security granted hereunder to be immediately due and payable (whether or not it has so declared), MZG may, in its sole discretion, set off against the Obligations any and all amounts then owed to Debtor by MZG in any capacity, whether or not due, and MZG shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on MZG's records subsequent thereto.
 - b. (ix) MZG may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as MZG may see fit without prejudice to the liability of Debtor or MZG's right to hold and realize the security granted hereunder. Furthermore, MZG may demand, collect and sue on Collateral in either Debtor's or MZG's name, at MZG's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments (as defined in the Personal Property Security Act) pertaining to or constituting Collateral.
 - c. (x) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the security interest granted hereunder, or any part thereof, to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against MZG.
 - d. (xi) MZG may provide any financial and other information it has about Debtor, the security interest granted hereunder and the Collateral to anyone acquiring or who may acquire an interest in the security interest granted hereunder or the Collateral from MZG or anyone acting on behalf of MZG.

25. **Receipt.** The Debtor acknowledges that it has received an executed copy of this Security Agreement and, to the extent permitted by law, waives all rights to receive from MZG a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement or any supplemental or collateral security granted to MZG.

26. **Governing Law.** This Security Agreement or any amendment or renewal thereof will be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and the Debtor hereby irrevocably attorns to the jurisdiction of the courts of such province.

The Debtor has duly executed this Security Agreement on the 21st day of July, 2014

2301402 ONTARIO LIMITED

Per:  c/s
Name: David Marshall
Title: President

I have authority to bind the Corporation

Schedule "A"

Location of Collateral:

Lts 254, 255, Plan 188, Lucan Biddulph Twp. being PIN 09702-0291 (LT) municipally known as 143 Main Street, Lucan, Ontario;

Lt 256, Plan 188, Lucan Biddulph Twp. being PIN 09702-0292 (LT) municipally known as 141 Main Street, Lucan;

Lts 257, 258, Plan 188, Lucan Biddulph Twp. being PIN 09702-0293 (LT) municipally known as 139 Main Street, Lucan;

Lot 259, Plan 188, Lucan Biddulph Twp. being PIN 09702-0294 (LT) municipally known as 135 Main Street, Lucan

and

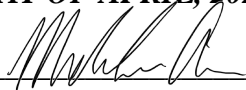
**465 Phillip Street # 206
Waterloo, Ontario N2L 6C7**

Schedule "B"

PERMITTED ENCUMBRANCES

- (i) liens for taxes, assessments, governmental charges or levies not at the time due;
- (ii) easements, rights of way or other similar rights in land which in the aggregate do not materially impair the usefulness in the business of the Debtor of the property subject thereto;
- (iii) rights reserved to or vested in any municipal, governmental or other public authority by the terms of any lease, licence, franchise, grant or permit, or by any statutory provision, to terminate the same or to require annual or other periodic payments as a condition to the continuance thereof;
- (iv) any charge, lien, security interest or encumbrance the validity of which is being contested by the Debtor in good faith and in respect of which either there shall have been deposited with MZG cash in an amount sufficient to satisfy the same or MZG shall be otherwise satisfied that its interests are not prejudiced thereby;
- (v) validly perfected security given by the Debtor to its bankers on its Inventory or under assignments of its accounts receivable, except to the extent that such accounts receivable represent proceeds of the sale or disposition of Equipment or Real Property; and
- (vi) purchase money security interests consisting of any validly perfected charge, lien, security interest or other encumbrance, created, assumed or arising by operation of law after the date hereof, to provide or secure the whole or any part of the consideration for the acquisition of tangible personal property other than Inventory, where
 - (A) the principal amount secured thereby does not exceed the cost to the Debtor of such property,
 - (B) the Debtor's obligation to repay is secured only by the property so acquired by the Debtor,
 - (C) the property is not being acquired as a replacement or substitution for property and assets which are specifically charged hereby, and
 - (D) such security includes the renewal or refinancing of any such purchase money security interest on the same property provided that the indebtedness secured and the security therefor is not increased and remains validly perfected.
- (vii) PPSA registrations
 - i) Debtor: 2301402 Ontario Limited
 - Secured Party: 2233525 Ontario Inc..
 - Collateral: Inventory, Equipment, Accounts, Other & Motor Vehicle included
 - Registration #: 20130819 1529 1862 2307
 - Reference #: 689580936

***THIS IS EXHIBIT "L" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. A. Snedden", is written over a horizontal line.

A Commissioner Etc.

Properties

PIN	09702 - 0291	LT	Interest/Estate	Fee Simple
Description	LTS 254 & 255, PL 188 ; LUCAN BIDDULPH TWP			
Address	143 MAIN STREET LUCAN			
PIN	09702 - 0292	LT	Interest/Estate	Fee Simple
Description	LT 256, PL 188 ; LUCAN BIDDULPH TWP.			
Address	141 MAIN ST LUCAN			
PIN	09702 - 0293	LT	Interest/Estate	Fee Simple
Description	LTS 257 & 258, PL 188 ; LUCAN BIDDULPH TWP.			
Address	139 MAIN STREET LUCAN			
PIN	09702 - 0294	LT	Interest/Estate	Fee Simple
Description	LT 259, PL 188 ; LUCAN BIDDULPH TWP.			
Address	135 MAIN ST LUCAN			

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name2301402 ONTARIO LIMITED

Address for Service465 Phillip Street #206
Waterloo, Ontario N2L 6C7

I, David Marshall, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)CapacityShare

NameMARSHALLZEHR GROUP INC.

Address for Service465 Phillip Street #206
Waterloo, Ontario N2L 6C7

Statements

Schedule: See Schedules

The applicant(s) hereby applies to the Land Registrar.

Provisions

Principal	\$ 4,500,000.00	Currency	CDN
Calculation Period	SEE SCHEDULE		
Balance Due Date	SEE SCHEDULE		
Interest Rate	SEE SCHEDULE		
Payments			
Interest Adjustment Date			
Payment Date	SEE SCHEDULE		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200333		
Insurance Amount	full insurable value		
Guarantor			

Signed By

Cornelia Christine Kreller	31 Union Street East Waterloo N2J 1B8	acting for Chargor(s)	Signed	2014 07 25
Tel	519-576-0460			
Fax	519-576-3234			

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP	31 Union Street East Waterloo N2J 1B8	2014 07 25
Tel	519-576-0460	
Fax	519-576-3234	

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargee Client File Number : 70052

SCHEDULE "A"

1. Security

This Charge is given as continuing collateral security for the due payment and performance by 2301402 Ontario Limited (the "Borrower") of all indebtedness, covenants, obligation and agreements of the Borrower set out in the mortgage commitment entered into among the Borrower, MarshallZehr Group Inc. as lender (the "Lender"), 2233525 Ontario Inc. (the "Guarantor") dated July 3, 2014, as amended from time to time (the "Commitment").

2. Term and Payments

The Charge is for a term ending on a date that is twelve (12) months from the first day of the month immediately following the initial advance of funds as provided for in the Commitment (the "Term"), as may be extended pursuant to paragraph 5 of this Schedule "A" (the "Maturity Date"). There shall be no regularly scheduled principal repayments and the entire outstanding principal amount shall become due and payable on the Maturity Date.

3. Interest

Except as set out below, interest shall be paid on all amounts outstanding under this Charge at the rate of 11.50% per annum commencing on the date of the advance as follows:

- a) 6.5% per annum calculated and compounded monthly with interest only payments paid monthly on the first of each month subsequent to the initial advance; and
- b) 5.00% per annum calculated and compounded semi-annually, not in advance with all interest accruing to the end of the term and payable at maturity.

4. Prepayment

No prepayment on account of principal shall be permitted except in accordance with this paragraph 4.

Provided the Borrower is not in default under this Charge, the Commitment or any other security issued pursuant thereto, the Borrower upon 60 days prior written notice to the Lender shall have the privilege of prepaying the principal amount of the Charge in whole or in part, without bonus or penalty. No pre-payment shall be in an amount of less than \$250,000.00 without the prior written consent of the Lender.

5. Renewal

The Borrower, when not in default under this Charge, the Commitment or any security given pursuant thereto, may extend the Term as set forth in paragraph 2 above for a further twelve (12) months upon notice in writing to the Lender at least sixty (60) days prior to the Maturity Date (specifically referring to the date that is the end of the original term). At the time of the renewal, the Borrower shall pay a renewal fee of one (1.00%) percent (the "Renewal Fee") of the total loan amount outstanding and such renewal requested shall not be effective unless the Renewal Fee is paid in full. The Borrower shall pay any reasonable legal or other costs associated with such renewal. Interest will be calculated and compounded at the same rate as the original term as set out in paragraph 3 above.

6. Borrower Covenants

The Borrower covenants as follows and a breach of any covenant shall be a default under the terms of the Commitment and this Charge:

- a) The Borrower shall not assign, transfer or otherwise dispose of the Commitment, the property charged by this Charge (the "Property") and/or any security given pursuant to the Commitment including but not limited to this Charge without the Lender's prior written consent. The Commitment, this Charge and any other security held by the Lender may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower consents to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Property or Borrower within the possession or control of the Lender.
- b) Subject to paragraph 6(a) above, without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Property or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together with all accrued and unpaid interest thereon and any other amounts due under the Commitment, this Charge or any other security held by the Lender, shall become due and payable.
- c) The Borrower shall not commit any waste on the lands.
- d) The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or any change in the officers and directors or a change in the terms or the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.
- e) The Borrower shall not further charge, mortgage, encumber or suffer any other encumbrance or lien to be registered upon the Property except as permitted by the Commitment.
- f) In the event of a breach of any of the foregoing covenants, or any other covenants contained herein, by the Borrower then, at the option of the Lender, all monies outstanding, together with all accrued unpaid interest thereon and all other amounts due under this Charge or the Commitment shall become due and payable.

7. Events of Default

In addition to the events of default set out in the Standard Charge Terms, each and every of the following events shall constitute an event of default hereunder ("Event of Default"):

- a) the Borrower shall neglect to carry out or observe any of the covenants or conditions contained in this Schedule or the Commitment;
- b) if the Borrower ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Borrower for the winding-up or liquidation of the Borrower;
- c) if the Borrower shall become insolvent or shall make a bulk sale of its assets, or shall make a general assignment for the benefit of its creditors or shall file a notice of intention to make or shall make a proposal under bankruptcy legislation, or if a bankruptcy petition shall be filed or presented against the Borrower or if a custodian or a sequestrator or a receiver and manager or any other officer with similar powers shall be appointed of the Borrower, its property or any part thereof which is, in the opinion of the Lender, a substantial part thereof;

- d) if any proceedings are commenced in respect of the Borrower under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, or similar legislation of any other jurisdiction;
- e) if an encumbrancer shall lawfully take possession of the Property of the Borrower or any part thereof or if a distress or execution or any similar process be levied or enforced there against;
- f) if the Borrower shall make default in observing or performing any covenant, including any covenant for the payment of money, contained in any deeds or instruments evidencing or securing indebtedness where such default results in the acceleration of the due date of payment of such indebtedness;
- g) if the Borrower shall make default in observing or performing any covenant contained in any document executed in connection with this Charge, including the Commitment;
- h) if there shall be expropriated or taken by power of eminent domain the whole or any part of the Property and the Lender is of the opinion that such expropriation or taking is prejudicial to the Charge; or
- i) if the Borrower ceases to be controlled by the same parties as set out in the Commitment.

8. Remedies Upon Event of Default

- a) Upon the occurrence of an Event of Default, the Lender may declare the principal, interest and any other amounts secured hereunder or by the Commitment ("Obligations") to be due and payable and the same shall forthwith become immediately due and payable and the Borrower shall forthwith pay to the Lender Obligations together with all interest thereon at the rate from time to time in effect pursuant to the provisions of this Charge hereof from the date of the said declaration until payment is received by the Lender, such subsequent interest to be payable at the times and places and in the moneys mentioned herein.
- b) Upon the happening of any Event of Default, the Lender may exercise any rights, powers or remedies available to it at law or in equity or under applicable legislation and, in addition, shall have the following right, powers and remedies:
 - i) to enter upon and take possession of all or any part of the Property;
 - ii) to hold, use, repair, preserve and maintain all or any part of the Property and make such replacements thereof and additions thereto as the Lender shall deem advisable;
 - iii) to exercise all powers necessary to the performance of all functions provided for herein including without limitation the powers to purchase on credit, to borrow money in the Borrower's name or in its own name and to advance its own money to the Borrower at such rates of interest as it may deem reasonable;
 - iv) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon all or any part of the Property whether by public auction or by private sale or lease in such manner as the Lender in its absolute discretion may determine, provided that it shall not be incumbent on the Lender to sell, lease or dispose of the said Property but that it shall be lawful for the Lender peaceably to use and possess the same without hindrance or interruption by the Borrower, or any

other person or persons whomsoever, and to receive income from such Property and to convey, transfer and assign to a purchaser or purchasers the title to any undertaking, property and assets so sold and provided further that in the case of a sale on credit the Lender shall only be liable to account to the Borrower, any subsequent encumbrancers and others for moneys actually received by the Lender;

- v) to appoint by instrument in writing any person or persons to be a Receiver of all or any portion of the undertaking, property and assets hereby charged, to fix the Receiver's remuneration and to remove any Receiver so appointed and appoint another or others in his stead;
 - vi) to apply to any court of competent jurisdiction for the appointment of a Receiver of all or any portion of the undertaking, property and assets hereby charged; and
 - vii) to retain the Property in satisfaction of the monies owing hereunder.
- c) In addition, the Lender or Receiver or Receivers may enter upon the applicable premises and lease or sell the whole or any part or parts of the Property. The Borrower agrees that it will be commercially reasonable to sell such part of the Property:
- i) as a whole or in various units;
 - ii) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
 - iii) by private sale after the receipt by the Lender of at least two offers from prospective arms-length purchasers.
- d) Notwithstanding the above, the Lender or Receiver or Receivers must use all commercially reasonable efforts to sell the Property for the full market value.
- e) Any 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 the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.
- f) No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender 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. The term "Receiver" as used in this schedule includes a receiver and manager.
- g) Any Receiver shall have all of the powers of the Lender set out in this Charge and, in addition, shall have the following powers:
- i) to carry on the business of the Borrower and to enter into any compromise or arrangement on behalf of the Borrower; and
 - ii) with the prior written consent of the Lender to borrow money in its name or in the Borrower's name, for the purpose of carrying on the business of the Borrower and for the preservation and realization of the undertaking, property and assets of the Borrower including, without limitation, the right to pay persons having prior charges or encumbrances on the properties on which the Borrower may hold charges or encumbrances with any amount so borrowed and any interest thereon to be a charge upon the mortgaged property in priority to this Charge.

- h) Any Receiver appointed pursuant to the provisions hereof shall be deemed to be an agent of the Borrower for the purposes of:
 - i) carrying on and managing the business and affairs of the Borrower; and
 - ii) establishing liability for all of the acts or omissions of the Receiver while acting in any capacity hereunder and the Lender shall not be liable for such acts or omissions, provided that, without restricting the generality of the foregoing, the Borrower irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.
- i) In the event of default by the Borrower or any Guarantors in their respective obligations under the Commitment, this Charge or any other security issued in connection with the Commitment to the Lender then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that the Borrower and/or any Guarantors is in default of its obligations under the Charge, Commitment or other security issued in connection with the Commitment. The said sum or sums are agreed to be liquidated damages in respect of the Lender's administration and management costs and are not intended nor shall they be construed as a penalty. All such sums payable to the Lender shall be added to and deemed to be outstanding principal and interest shall accrue thereon.

9. Paramountcy

This Charge shall be subject to the terms and conditions of the Commitment and in the event of any conflict between the terms hereof and those contained in the Commitment, or the Standard Charge Terms incorporated herein, the Lender in its sole discretion, shall determine which provisions shall take precedence and prevail. The Commitment shall not be deemed to merge with the terms of this Charge but shall survive the delivery and registration of this Charge and any default under the terms of the Commitment shall be and be deemed a default under the terms of this Charge and a default under the terms of this Charge shall be deemed a default under the terms of the Commitment.

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 09702 - 0294 LT
Description LT 259, PL 188 ; LUCAN BIDDULPH TWP.
Address 135 MAIN ST
 LUCAN

PIN 09702 - 0293 LT
Description LTS 257 & 258, PL 188 ; LUCAN BIDDULPH TWP.
Address 139 MAIN STREET
 LUCAN

PIN 09702 - 0292 LT
Description LT 256, PL 188 ; LUCAN BIDDULPH TWP.
Address 141 MAIN ST
 LUCAN

PIN 09702 - 0291 LT
Description LTS 254 & 255, PL 188 ; LUCAN BIDDULPH TWP
Address 143 MAIN STREET
 LUCAN

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name 2301402 ONTARIO LIMITED
Address for Service 465 Phillip Street, Suite 206
 Waterloo, ON
 N2L 6C7

I, David Marshall, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
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Name MARSHALLZEHR GROUP INC.
Address for Service 465 Phillip Street, Suite 206
 Waterloo, ON
 N2L 6C7

I, David Marshall, President, have the authority to bind the corporation
This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.
This notice may be deleted by the Land Registrar when the registered instrument, ER940954 registered on 2014/07/25 to which this notice relates is deleted
Schedule: See Schedules
This document relates to registration number(s)ER940954 and ER940955

Signed By

Karen Grace Larocque	31 Union Street East Waterloo N2J 1B8	acting for Applicant(s)	Signed	2019 12 24
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Tel 519-576-0460
Fax 519-576-3234
I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP	31 Union Street East Waterloo N2J 1B8	2020 02 05
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The applicant(s) hereby applies to the Land Registrar.

Submitted By

Tel 519-576-0460
Fax 519-576-3234

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$65.05
<i>Total Paid</i>	\$65.05

File Number

<i>Applicant Client File Number :</i>	85708
<i>Party To Client File Number :</i>	85708

MORTGAGE AMENDING AGREEMENT- 2nd CHARGE

This Agreement made the 23rd day of December, 2019.

BETWEEN:

2301402 ONTARIO LIMITED
(the "Chargor")

- and -

MARSHALLZEHR GROUP INC.
(the "Chargee")

WHEREAS:

- A. The Chargor and the Chargee entered into a mortgage commitment letter dated July 3, 2014 (the "Commitment Letter") under which the Chargor's indebtedness to the Chargee shall continue;
- B. Pursuant to the Commitment Letter, the Chargor executed in favour of the Chargee a charge registered as Instrument No. ER940954 on July 25, 2014 (the "Charge") securing the principal sum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) together with a General Assignment of Rents, notice of which was registered on July 25, 2014 as Instrument No. ER940955 on the title to the property known municipally as 135, 139, 141 and 143 Main Street, Lucan, ON and more particularly described in Schedule A hereto (the "Property");
- C. The Chargor and Chargee entered into a letter agreement dated December 18, 2019 amending the Commitment Letter pursuant to which the parties agreed to amend the principal sum of the Charge to \$10,000,000.00;
- D. It is a condition of the Amending Letter that the Chargor enter into an agreement with the Chargee to amend the Charge and to confirm that the Charge stands as continuing security for all indebtedness from the Chargor to the Chargee;

NOW THEREFORE, in consideration of the premises herein, the sum of TEN DOLLARS (\$10.00) now given by each party to each other, and of other good and valuable consideration (the receipt and sufficiency of all of which is hereby acknowledged), the parties hereby agree as follows:

- 1. The recitals above are true in substance and fact, and the terms defined therein shall have such meaning throughout this Agreement.
- 2. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Charge Instrument.
- 3. The parties hereto agree to the following changes to the Charge Instrument:
 - a. DELETE: Principal amount: "\$4,500,000.00";
 - b. INSERT: Principal amount: "\$10,000,000.00";
 - c. DELETE: Maturity date: "July 25, 2015";
 - d. INSERT: Maturity date: "January 1, 2022".
 - e. DELETE: Original Schedule "A"
 - f. INSERT: Replace with new Schedule "A" attached
- 4. Save and except as otherwise provided herein, the parties confirm that the terms, conditions and all other provisions of the Charge shall remain the same and the Charge Instrument shall, where necessary, be read with all changes that may be required by the context in order to carry out the purpose and intent and to give full force and effect to each and every provision of the Charge as intended to be amended by the provisions of the Commitment Letter.
- 5. The invalidity of any particular provision of this agreement shall not affect any other provision of it, but the agreement shall be construed as if the invalid provision had been omitted.
- 6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
8. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
9. This Agreement and/or counterparts hereof, may also be executed either in original, PDF and/or faxed form and the parties adopt any signatures received by a receiving fax machine or PDF as original signatures of the parties.

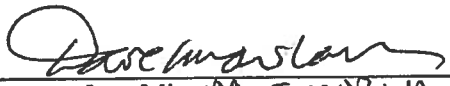
IN WITNESS WHEREOF each of the parties hereto have executed this Agreement as of the first date written above.

2301402 ONTARIO LIMITED

Per: 
Name: David Marshall
Title: President

I have authority to bind the Corporation

MARSHALLZEHR GROUP INC.

Per: 
Name: ~~Jana Mint~~ DAVE MARSHALL
Title: ~~Vice President, Transaction Execution~~

I have authority to bind the Corporation

SCHEDULE A

LEGAL DESCRIPTION

PIN 09702-0294 (LT)

Lot 259, Plan 188, Lucan Biddulph Township
135 Main Street, Lucan

PIN 09702-0293 (LT)

Lots 257 & 258, Plan 188, Lucan Biddulph Township
139 Main Street, Lucan

PIN 09702-0292 (LT)

Lot 256, Plan 188, Lucan Biddulph Township
141 Main Street, Lucan

PIN 09702-0291 (LT)

Lot 254 & 255, Plan 188, Lucan Biddulph Township
143 Main Street, Lucan

SCHEDULE "A"- CHARGE TERMS

1. Security

This Charge is given as continuing collateral security for the due payment and performance by 2301402 Ontario Limited (the "Borrower") of all indebtedness, covenants, obligation and agreements of the Borrower set out in the mortgage commitment entered into among the Borrower, MarshallZehr Group Inc. as lender (the "Lender") and 2233525 Ontario Inc. as guarantor dated July 3, 2014 as further amended by letter dated December 18, 2019 as amended, replaced, restated or superseded by any subsequent document from time to time (the "Commitment").

2. Term and Payments

Subject to any extension rights of the Borrower, this Charge is for a term (the "Term") ending on January 1, 2022 (the "Maturity Date") as may be extended pursuant to paragraph 6 of this Schedule "A". There shall be no regularly scheduled principal repayments and the entire outstanding principal amount shall become due and payable on the Maturity Date.

3. Interest

Interest shall accrue and be paid at the greater rate of Prime plus 1% per annum and five (5.0%) per annum commencing on December 23, 2019, calculated daily (365 days/year) compounded and payable monthly. The first six (6) months of interest will be paid from the interest reserve that will be held in the lender's trust account from the Prince George Retirement Residence MZGI-306 1st Mortgage. Once the Interest Reserve has been fully utilized, interest payments will come from the Borrower's own resources. Prime shall be defined as the Bank of Montreal Prime Rate of Interest. For the purpose of determining the interest rate used in the interest calculation, the Bank of Montreal Prime Rate of Interest on the first day of each month will be used as Prime for that entire month.

4. Renewal

Provided the Borrower is not in default of any of its obligations under this Charge, the Commitment or any security given pursuant thereto, the Borrower may extend the Term as set forth in paragraph 2 above for a further twelve (12) months upon notice in writing to the Lender at least sixty (60) days prior to the Maturity Date (specifically referring to the date that is the end of the original term). At the time of the renewal, the Borrower shall pay a renewal fee of one (1.00%) per cent (the "Renewal Fee") of the total loan amount outstanding and such renewal requested shall not be effective unless the Renewal Fee is paid in full. The Borrower shall pay any reasonable legal or other costs associated with such renewal. Interest will be calculated and compounded at the same rate as the original term as set out in paragraph 3 above.

5. Subordinate Financing

No additional financing other than MarshallZehr Group Inc. subordinate positions will be permitted without the prior written consent of the Lender and in the event of a default under this restriction, the entire principal, interest, fees and all other amounts under the Commitment and security issued pursuant thereto shall become immediately due and payable.

Should additional subordinate financing be placed by the Borrower on the consent of the Lender, such consent will be conditional upon the secondary lender entering into a postponement, subordination and standstill agreement that requires the secondary lender to issue zero dollar discharges to the Lender and Borrower within 2 business days of being requested and requires complete cooperation in executing all postponements and consents as may be required to advance the development of the Project. Any discharge greater than zero shall require prior consent from the Lender. Failure to comply shall be considered a default by the Borrower.

6. Borrower Covenants

The Borrower covenants as follows and a breach of any covenant shall be a default under the terms of the Commitment and this Charge:

- a) The Borrower shall not assign, transfer or otherwise dispose of the Commitment, the property charged by this Charge (the "Property") and/or any security given pursuant to the Commitment including but not limited to this Charge without the Lender's prior written consent. The Commitment, this Charge and any other security held by the Lender may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower consents to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Property or Borrower within the possession or control of the Lender.
- b) Subject to paragraph 6(a) above, without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Property or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together withal accrued and unpaid interest thereon and any other amounts due under the Commitment, this Charge or any other security held by the Lender, shall become due and payable.
- c) The Borrower shall not commit any waste on the lands.
- d) The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or any change in the officers and directors or a change in the terms or the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.
- e) The Borrower shall not further charge, mortgage, encumber or suffer any other encumbrance or lien to be registered upon the property.

In the event of a breach of any of the foregoing covenants, or any other covenants contained herein, by the Borrower then, at the option of the Lender, all monies outstanding, together with all accrued unpaid interest thereon and all other amounts due under this Charge or the Commitment shall become due and payable.

7. Events of Default

In addition to the events of default set out in the Standard Charge Terms, each and every of the following events shall constitute an event of default hereunder ("Event of Default"):

- a) The Borrower shall neglect to carry out or observe any of the covenants or conditions contained in this Schedule or the Commitment;
- b) if the Borrower ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Borrower for the winding-up or liquidation of the Borrower;
- c) if the Borrower shall become insolvent or shall make a bulk sale of its assets, or shall make a general assignment for the benefit of its creditors or shall file a notice of intention to make or shall make a proposal under bankruptcy legislation, or if a bankruptcy petition shall be filed or presented against the Borrower or if a custodian or a sequestrator or a receiver and manager or any other officer with similar powers shall be appointed of the Borrower its property or any part thereof which is, in the opinion of the Lender, a substantial part thereof;
- d) if any proceedings are commenced in respect of the Borrower under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, or similar legislation of any other jurisdiction;

- e) if an encumbrancer shall lawfully take possession of the Property of the Borrower or any part thereof or if a distress or execution or any similar process be levied or enforced thereagainst;
- f) if the Borrower shall make default in observing or performing any covenant, including any covenant for the payment of money, contained in any deeds or instruments evidencing or securing indebtedness where such default results in the acceleration of the due date of payment of such indebtedness;
- g) if the Borrower shall make default in observing or performing any covenant contained in any document executed in connection with this Charge, including the Commitment Letter;
- h) if there shall be expropriated or taken by power of eminent domain the whole or any part of the Property and the Lender is of the opinion that such expropriation or taking is prejudicial to the Charge; or
- i) if the Borrower ceases to be controlled by the same parties as set out in the Commitment.

8. Remedies Upon Event of Default

- a) Upon the occurrence of an Event of Default, the Lender may declare the principal and interest to be due and payable and the same shall forthwith become immediately due and payable and the Borrower shall forthwith pay to the Lender the principal together with all interest thereon at the rate from time to time in effect pursuant to the provisions of this Charge hereof from the date of the said declaration until payment is received by the Lender, such subsequent interest to be payable at the times and places and in the moneys mentioned herein.
- b) Upon the happening of any Event of Default, the Lender may exercise any rights, powers or remedies available to it at law or in equity or under applicable legislation and, in addition, shall have the following right, powers and remedies:
 - i) to enter upon and take possession of all or any part of the Property;
 - ii) to hold, use, repair, preserve and maintain all or any part of the Property and make such replacements thereof and additions thereto as the Lender shall deem advisable;
 - iii) to exercise all powers necessary to the performance of all functions provided for herein including without limitation the powers to purchase on credit, to borrow money in the Borrower's name or in its own name and to advance its own money to the Borrower at such rates of interest as it may deem reasonable;
 - iv) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon all or any part of the Property whether by public auction or by private sale or lease in such manner as the Lender in its absolute discretion may determine, provided that it shall not be incumbent on the Lender to sell, lease or dispose of the said Property but that it shall be lawful for the Lender peaceably to use and possess the same without hindrance or interruption by the Borrower, or any other person or persons whomsoever, and to receive income from such Property and to convey, transfer and assign to a purchaser or purchasers the title to any undertaking, property and assets so sold and provided further that in the case of a sale on credit the Lender shall only be liable to account to the Borrower, any subsequent encumbrancers and others for moneys actually received by the Lender;
 - v) to appoint by instrument in writing any person or persons to be a Receiver of all or any portion of the undertaking, property and assets hereby charged, to fix the Receiver's remuneration and to remove any Receiver so appointed and appoint another or others in his stead;

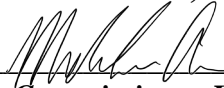
- vi) to apply to any court of competent jurisdiction for the appointment of a Receiver of all or any portion of the undertaking, property and assets hereby charged; and
 - vii) to retain the Property in satisfaction of the monies owing hereunder.
- (c) In addition, the Lender or Receiver or Receivers may enter upon the applicable premises and lease or sell the whole or any part or parts of the Property. The Borrower agrees that it will be commercially reasonable to sell such part of the Property:
- i) as a whole or in various units;
 - ii) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
 - iii) by private sale after the receipt by the Lender of at least two offers from prospective arms-length purchasers.
- (d) Notwithstanding the above, the Lender or Receiver or Receivers must use all commercially reasonable efforts to sell the Property for the full market value.
- (e) Any 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 the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.
- (f) No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender 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. The term "Receiver" as used in this schedule includes a receiver and manager.
- (g) Any Receiver shall have all of the powers of the Lender set out in this Charge and, in addition, shall have the following powers:
- i) to carry on the business of the Borrower and to enter into any compromise or arrangement on behalf of the Borrower; and
 - ii) with the prior written consent of the Lender to borrow money in its name or in the Borrower's name, for the purpose of carrying on the business of the Borrower and for the preservation and realization of the undertaking, property and assets of the Borrower including, without limitation, the right to pay persons having prior charges or encumbrances on the properties on which the Borrower may have hold charges or encumbrances with any amount so borrowed and any interest thereon to be a charge upon the mortgaged property in priority to this Charge;
- (h) Any Receiver appointed pursuant to the provisions hereof shall be deemed to be an agent of the Borrower for the purposes of:
- i) carrying on and managing the business and affairs of the Borrower and
 - ii) establishing liability for all of the acts or omissions of the Receiver while acting in any capacity hereunder and the Lender shall not be liable for such acts or omissions, provided that, without restricting the generality of the foregoing, the Borrower irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.
- (i) In the event of default by the Borrower or any Guarantor in their respective obligations under the Commitment, this Charge or any other security issued in connection with the Commitment to the Lender then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that

the Borrower and/or any Guarantor is in default of its obligations under the Charge, Commitment or other security issued in connection with the Commitment. The said sum or sums are agreed to be liquidated damages in respect of the Lender's administration and management costs and are not intended nor shall they be construed as a penalty. All such sums payable to the Lender shall be added to and deemed to be outstanding principal and interest shall accrue thereon.

9. Paramountcy

This Charge shall be subject to the terms and conditions of the Commitment and in the event of any conflict between the terms hereof and those contained in the Commitment, or the Standard Charge Terms incorporated herein, the Lender in its sole discretion, shall determine which provisions shall take precedence and prevail. The Commitment shall not be deemed to merge with the terms of this Charge but shall survive the delivery and registration of this Charge and any default under the terms of the Commitment shall be and be deemed a default under the terms of this Charge and a default under the terms of this Charge shall be deemed a default under the terms of the Commitment.

***THIS IS EXHIBIT "M" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. W. R.", written over a horizontal line.

A Commissioner Etc.

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 09702 - 0291 LT
Description LTS 254 & 255, PL 188 ; LUCAN BIDDULPH TWP
Address 143 MAIN STREET
 LUCAN

PIN 09702 - 0292 LT
Description LT 256, PL 188 ; LUCAN BIDDULPH TWP.
Address 141 MAIN ST
 LUCAN

PIN 09702 - 0293 LT
Description LTS 257 & 258, PL 188 ; LUCAN BIDDULPH TWP.
Address 139 MAIN STREET
 LUCAN

PIN 09702 - 0294 LT
Description LT 259, PL 188 ; LUCAN BIDDULPH TWP.
Address 135 MAIN ST
 LUCAN

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 2301402 ONTARIO LIMITED
Address for Service 465 Phillip Street #206
 Waterloo, Ontario N2L 6C7

I, David Marshall, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
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Name	MARSHALLZEHR GROUP INC.
Address for Service	465 Phillip Street #206 Waterloo, Ontario N2L 6C7

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, ER940954 registered on 2014/07/25 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Cornelia Christine Kreller	31 Union Street East Waterloo N2J 1B8	acting for Applicant(s)	Signed	2014 07 25
Tel	519-576-0460			
Fax	519-576-3234			

I have the authority to sign and register the document on behalf of all parties to the document.

The applicant(s) hereby applies to the Land Registrar.

Signed By

Cornelia Christine Kreller	31 Union Street East Waterloo N2J 1B8	acting for Party To(s)	Signed	2014 07 25
Tel 519-576-0460				
Fax 519-576-3234				

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP	31 Union Street East Waterloo N2J 1B8	2014 07 25
Tel 519-576-0460		
Fax 519-576-3234		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Party To Client File Number : 70053

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS INDENTURE dated this 25th day of July, 2014.

BETWEEN:

2301402 ONTARIO LIMITED. with address for service at 465 Phillip Street, #206, Waterloo, Ontario N2L 6C7

(hereinafter called the "Borrower"),

OF THE FIRST PART;

-and-

MARSHALLZEHR GROUP INC., having a head office at 465 Phillip Street, Unit 206, Waterloo, Ontario, N2L 6C7

(hereinafter called "Assignee"),

OF THE SECOND PART.

WHEREAS by a certain charge (the "Charge") dated the 25th day of July, 2014, in the face amount of \$4,500,000.00, which Charge was registered in the Land Registry Office for the Land Registry Division of Middlesex #33 as the Instrument Number set out in the Statements section on the attached Notice of Assignment of Rents - General, the Borrower granted, mortgaged and charged to Assignee the lands and premises described therein, including those described in Schedule "A" annexed hereto (the said lands and premises together with the buildings, improvements and fixtures situate thereon being hereinafter referred to as the "Premises") to secure the payment to Assignee of the principal of, interest on and all other moneys which may become owing on or pursuant to the Charge (whenever in this Indenture reference is made to the Charge, it shall be deemed to include any renewals or extensions thereof and any Charges or mortgages taken in substitution therefor either in whole or in part); and

WHEREAS as security for the due performance by the Borrower of all the covenants contained in the Charge, the Borrower has agreed to assign, transfer and set over unto Assignee all the Borrower's right, title and interest in any and all leases or agreements to lease (the "Leases"), now or hereafter existing, of any and all portions of the Premises and all rents, charges and other monies (the "Rents") now due and payable or hereafter to become due and payable under the Leases.

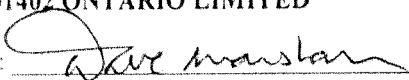
NOW THIS INDENTURE WITNESSETH that in consideration of the premises and other good and valuable consideration the Borrower represents, covenants and agrees with Assignee as follows:

1. Assignment. The Borrower hereby irrevocably assigns, transfers and sets over unto Assignee, subject to no prior claim or assignment, the Leases and the Rents and all benefits and advantages to be derived therefrom, including any guarantees given to the Borrower in respect of the Leases and Rents, to hold and receive the same unto Assignee, its successors and assigns, with full power and authority to demand, collect, sue for, recover, receive receipts for the Rents and to enforce payment of the same in the name of the Borrower.
2. Where Borrower not in Default. Until the Borrower defaults under the covenants, terms and conditions contained in this Indenture or an event of default occurs under the Charge the Borrower may demand, receive, collect and enjoy the Rents only as the same fall due and payable and not in advance, but nothing shall permit or authorize the Borrower to collect or receive Rents contrary to the covenants contained herein.
3. Remedies. The Borrower, in the event of a default hereunder or under the Charge, hereby authorizes Assignee, at its option and in addition to any other rights it may have hereunder or under any other agreement or at common law or in equity, to deliver to any or all of the tenants, licencees or occupiers of the Premises notices to pay all Rents to Assignee and to collect such Rents and, in addition, enter upon the Premises by its officers, agents or employees for the purpose of collecting the Rents and/or operating and maintaining the Premises. The Borrower hereby authorizes Assignee generally to perform all such acts, including any acts by way of enforcement of the covenants and exercise of the rights contained in the Leases or otherwise, as may in the opinion of Assignee be necessary or desirable for the proper operation and maintenance of the Premises, which acts may be performed in the name of the Borrower or in the name of Assignee as in the absolute discretion of Assignee may seem proper or advisable. Assignee shall, after deduction of all collection charges and all expenses, which Assignee in its absolute discretion shall deem advisable to pay for the proper operation and maintenance of the Premises, credit the remainder of the moneys which it may receive in connection with the Premises on account of any amount or amounts due to Assignee from the Borrower in such manner as Assignee shall in its sole discretion determine. Notwithstanding anything herein, Assignee shall be liable to account only for such monies as shall actually come into its hands.
4. Liability of Assignee. In the exercise of the powers herein granted to Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by the Borrower. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this assignment, and the Borrower shall and does hereby agree to indemnify Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of agreements contained in the Leases. Should Assignee incur any such liability, loss or damage under the Leases or by reason of this assignment, or the defence of any such claims or demands, the amount thereof, including costs, expenses and all legal fees and disbursements, shall be secured hereby, and the Borrower shall reimburse Assignee therefore immediately upon demand.
5. Receipts by Assignee. The Borrower hereby agrees that all receipts given by Assignee to any lessee under the Leases on account of any Rents paid to Assignee in accordance with the terms of this Indenture shall constitute a good and valid discharge therefor to each lessee.

6. Not Mortgagee in Possession. Nothing herein contained shall be deemed to have the effect of making Assignee responsible for the collection of the Rents or any part thereof for the performance of any covenants, terms or conditions either by the lessor or any lessee contained in the Leases and Assignee shall not by virtue of this Indenture be deemed a mortgagee in possession of the Premises.
7. Perform Covenants of Landlord. The Borrower shall at all times perform all of the lessor's covenants and obligations contained in the Leases and any failure on the part of the Borrower thereunder shall constitute a default hereunder and shall be deemed to be default under the Charge. If so requested by Assignee, the Borrower will enforce the Leases and all remedies available to the Borrower against the lessees, in case of default under the Leases, or any of them, by the lessees.
8. Valid Leases. The Borrower hereby covenants with Assignee notwithstanding any act of the Borrower that the leases contained in Schedule "B" hereto if any are good, valid and subsisting leases and that the Borrower now has good right, full power and absolute authority to assign each such lease according to the true intent and meaning of this Indenture.
9. No Prepayment of Rents. The Borrower will not accept payment from any lessee in advance and will not cause payment to be made in advance on its direction for a period longer than provided in the respective lease and breach of this covenant shall be deemed to be default under the Charge.
10. Covenants. The Borrower shall not without the written approval of Assignee first had and obtained:
- (a) do or omit to do any act having the effect of terminating, cancelling or accepting the surrender of the Leases or any of them;
 - (b) amend, alter or vary the terms and conditions of the Leases or any of them;
 - (c) waive, reduce or abate any of its rights or remedies under the Leases or the obligations of any other parties thereunder or in respect thereof;
 - (d) permit any material default or breach of covenant by any lessee under the Leases; and
 - (e) enter into any Leases for any part of the Premises that are not bona fide leases with lessees with whom the Borrower deals at arm's length. The terms of any future leases must be approved by Assignee prior to execution (such consent not to be unreasonably withheld or delayed) and shall be at rental rates and terms consistent with comparable space in the area of the Premises.
11. Waiver of Covenants. Assignee may waive any default or breach of covenant and shall not be bound to serve any notice upon any lessee under the Leases upon the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.
12. Further Assurances. The Borrower covenants and agrees from time to time and at all times hereafter at the request of Assignee to execute and deliver at the expense of the Borrower such further assurances for better and more perfectly assigning to Assignee any Leases whether presently existing or hereafter created and the Rents payable thereunder in the manner aforesaid as Assignee may require and to execute, deliver and register, at the expense of the Borrower, all such documents as may be required to preserve, perfect and protect the security constituted hereby including all such renewals as may be required by relevant legislation, including the *Personal Property Security Act*.
13. Re-assignment. The assignment, transfer and setting over herein provided shall not be revoked or rescinded by any variation of the terms of the Charge or any extension of time for payment or otherwise but shall remain in full force and effect until the Borrower shall have performed all of its obligations under the Charge. A discharge of the Charge executed by Assignee shall operate as a re-assignment of the Leases and Rents without the need for any further conveyance, but Assignee shall, at the request and at the expense of the Borrower, execute and deliver a full re-assignment to the Borrower of the Leases and Rents and its all right, title and interest therein.
14. Binding Effect and Governing Law. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Borrower has executed this Indenture.

2301402 ONTARIO LIMITED

Per:  c/s
Name: David Marshall
Title: President

I have the authority to bind the Corporation.

SCHEDULE “A”

DESCRIPTION OF PROPERTY

Location of Collateral:

Lts 254, 255, Plan 188, Lucan Biddulph Twp. being PIN 09702-0291 (LT) municipally known as 143 Main Street, Lucan, Ontario;

Lt 256, Plan 188, Lucan Biddulph Twp. being PIN 09702-0292 (LT) municipally known as 141 Main Street, Lucan;

Lts 257, 258, Plan 188, Lucan Biddulph Twp. being PIN 09702-0293 (LT) municipally known as 139 Main Street, Lucan; and

Lot 259, Plan 188, Lucan Biddulph Twp. being PIN 09702-0294 (LT) municipally known as 135 Main Street, Lucan

(known collectively as the “Premises”)

SCHEDULE “B”

NONE

***THIS IS EXHIBIT "N" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael R.", written over a horizontal line.

A Commissioner Etc.

Properties				
PIN	09702 - 0295	LT	Interest/Estate	Fee Simple
Description	LT 260, PL 188 ; LUCAN BIDDULPH TWP.			
Address	133 MAIN ST LUCAN			

Chargor(s)	
The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.	
Name	2301402 ONTARIO LIMITED
Address for Service	465 Phillip Street, Suite 206 Waterloo, ON N2L 6C7
I, David Marshall, President, have the authority to bind the corporation. This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	MARSHALLZEHR GROUP INC.	
Address for Service	465 Phillip Street, Suite 206 Waterloo, ON N2L 6C7	

Statements
Schedule: See Schedules

Provisions			
Principal	\$10,000,000.00	Currency	CDN
Calculation Period			
Balance Due Date	SEE SCHEDULE		
Interest Rate	SEE SCHEDULE		
Payments			
Interest Adjustment Date			
Payment Date	SEE SCHEDULE		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Signed By				
Karen Grace Larocque		31 Union Street East Waterloo N2J 1B8	acting for Chargor(s)	Signed 2019 12 23
Tel	519-576-0460			
Fax	519-576-3234			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By		
SORBARA, SCHUMACHER, MCCANN LLP		31 Union Street East Waterloo N2J 1B8
		2020 02 05
Tel	519-576-0460	
Fax	519-576-3234	

Fees/Taxes/Payment	
Statutory Registration Fee	\$65.05

Fees/Taxes/Payment

<i>Total Paid</i>	\$65.05
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File Number

Chargor Client File Number : 85708

Chargee Client File Number : 85708

SCHEDULE "A"

1. Security

This Charge is given as continuing collateral security for the due payment and performance by 2301402 Ontario Limited (the "Borrower") of all indebtedness, covenants, obligation and agreements of the Borrower set out in the mortgage commitment entered into among the Borrower, MarshallZehr Group Inc. as lender (the "Lender") and 2233525 Ontario Inc. as guarantor dated July 3, 2014 as further amended by letter dated December 18, 2019 as amended, replaced, restated or superseded by any subsequent document from time to time (the "Commitment").

2. Term and Payments

Subject to any extension rights of the Borrower, this Charge is for a term (the "Term") ending on January 1, 2022 (the "Maturity Date") as may be extended pursuant to paragraph 6 of this Schedule "A". There shall be no regularly scheduled principal repayments and the entire outstanding principal amount shall become due and payable on the Maturity Date.

3. Interest

Interest shall accrue and be paid at the greater rate of Prime plus 1% per annum and five (5.0%) per annum commencing on December 23, 2019, calculated daily (365 days/year) compounded and payable monthly. The first six (6) months of interest will be paid from the interest reserve that will be held in the lender's trust account from the Prince George Retirement Residence MZGI-306 1st Mortgage. Once the Interest Reserve has been fully utilized, interest payments will come from the Borrower's own resources. Prime shall be defined as the Bank of Montreal Prime Rate of Interest. For the purpose of determining the interest rate used in the interest calculation, the Bank of Montreal Prime Rate of Interest on the first day of each month will be used as Prime for that entire month.

4. Renewal

Provided the Borrower is not in default of any of its obligations under this Charge, the Commitment or any security given pursuant thereto, the Borrower may extend the Term as set forth in paragraph 2 above for a further twelve (12) months upon notice in writing to the Lender at least sixty (60) days prior to the Maturity Date (specifically referring to the date that is the end of the original term). At the time of the renewal, the Borrower shall pay a renewal fee of one (1.00%) per cent (the "Renewal Fee") of the total loan amount outstanding and such renewal requested shall not be effective unless the Renewal Fee is paid in full. The Borrower shall pay any reasonable legal or other costs associated with such renewal. Interest will be calculated and compounded at the same rate as the original term as set out in paragraph 3 above.

5. Subordinate Financing

No additional financing other than MarshallZehr Group Inc. subordinate positions will be permitted without the prior written consent of the Lender and in the event of a default under this restriction, the entire principal, interest, fees and all other amounts under the Commitment and security issued pursuant thereto shall become immediately due and payable.

Should additional subordinate financing be placed by the Borrower on the consent of the Lender, such consent will be conditional upon the secondary lender entering into a postponement, subordination and standstill agreement that requires the secondary lender to issue zero dollar discharges to the Lender and Borrower within 2 business days of being requested and requires complete cooperation in executing all postponements and consents as may be required to advance the development of the Project. Any discharge greater than zero shall require prior consent from the Lender. Failure to comply shall be considered a default by the Borrower.

6. Borrower Covenants

The Borrower covenants as follows and a breach of any covenant shall be a default under the terms of the Commitment and this Charge:

- a) The Borrower shall not assign, transfer or otherwise dispose of the Commitment, the property charged by this Charge (the "Property") and/or any security given pursuant to the Commitment including but not limited to this Charge without the Lender's prior written consent. The Commitment, this Charge and any other security held by the Lender may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower consents to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Property or Borrower within the possession or control of the Lender.
- b) Subject to paragraph 6(a) above, without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Property or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together with accrued and unpaid interest thereon and any other amounts due under the Commitment, this Charge or any other security held by the Lender, shall become due and payable.
- c) The Borrower shall not commit any waste on the lands.
- d) The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or any change in the officers and directors or a change in the terms or the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.
- e) The Borrower shall not further charge, mortgage, encumber or suffer any other encumbrance or lien to be registered upon the property.

In the event of a breach of any of the foregoing covenants, or any other covenants contained herein, by the Borrower then, at the option of the Lender, all monies outstanding, together with all accrued unpaid interest thereon and all other amounts due under this Charge or the Commitment shall become due and payable.

7. Events of Default

In addition to the events of default set out in the Standard Charge Terms, each and every of the following events shall constitute an event of default hereunder ("Event of Default"):

- a) The Borrower shall neglect to carry out or observe any of the covenants or conditions contained in this Schedule or the Commitment;
- b) if the Borrower ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Borrower for the winding-up or liquidation of the Borrower;
- c) if the Borrower shall become insolvent or shall make a bulk sale of its assets, or shall make a general assignment for the benefit of its creditors or shall file a notice of intention to make or shall make a proposal under bankruptcy legislation, or if a bankruptcy petition shall be filed or presented against the Borrower or if a custodian or a sequestrator or a receiver and manager or any other officer with similar powers shall be appointed of the Borrower its property or any part thereof which is, in the opinion of the Lender, a substantial part thereof;
- d) if any proceedings are commenced in respect of the Borrower under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, or similar legislation of any other jurisdiction;

- e) if an encumbrancer shall lawfully take possession of the Property of the Borrower or any part thereof or if a distress or execution or any similar process be levied or enforced thereagainst;
- f) if the Borrower shall make default in observing or performing any covenant, including any covenant for the payment of money, contained in any deeds or instruments evidencing or securing indebtedness where such default results in the acceleration of the due date of payment of such indebtedness;
- g) if the Borrower shall make default in observing or performing any covenant contained in any document executed in connection with this Charge, including the Commitment Letter;
- h) if there shall be expropriated or taken by power of eminent domain the whole or any part of the Property and the Lender is of the opinion that such expropriation or taking is prejudicial to the Charge; or
- i) if the Borrower ceases to be controlled by the same parties as set out in the Commitment.

8. Remedies Upon Event of Default

- a) Upon the occurrence of an Event of Default, the Lender may declare the principal and interest to be due and payable and the same shall forthwith become immediately due and payable and the Borrower shall forthwith pay to the Lender the principal together with all interest thereon at the rate from time to time in effect pursuant to the provisions of this Charge hereof from the date of the said declaration until payment is received by the Lender, such subsequent interest to be payable at the times and places and in the moneys mentioned herein.
- b) Upon the happening of any Event of Default, the Lender may exercise any rights, powers or remedies available to it at law or in equity or under applicable legislation and, in addition, shall have the following right, powers and remedies:
 - i) to enter upon and take possession of all or any part of the Property;
 - ii) to hold, use, repair, preserve and maintain all or any part of the Property and make such replacements thereof and additions thereto as the Lender shall deem advisable;
 - iii) to exercise all powers necessary to the performance of all functions provided for herein including without limitation the powers to purchase on credit, to borrow money in the Borrower's name or in its own name and to advance its own money to the Borrower at such rates of interest as it may deem reasonable;
 - iv) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon all or any part of the Property whether by public auction or by private sale or lease in such manner as the Lender in its absolute discretion may determine, provided that it shall not be incumbent on the Lender to sell, lease or dispose of the said Property but that it shall be lawful for the Lender peaceably to use and possess the same without hindrance or interruption by the Borrower, or any other person or persons whomsoever, and to receive income from such Property and to convey, transfer and assign to a purchaser or purchasers the title to any undertaking, property and assets so sold and provided further that in the case of a sale on credit the Lender shall only be liable to account to the Borrower, any subsequent encumbrancers and others for moneys actually received by the Lender;
 - v) to appoint by instrument in writing any person or persons to be a Receiver of all or any portion of the undertaking, property and assets hereby charged, to fix the Receiver's remuneration and to remove any Receiver so appointed and appoint another or others in his stead;

- vi) to apply to any court of competent jurisdiction for the appointment of a Receiver of all or any portion of the undertaking, property and assets hereby charged; and
 - vii) to retain the Property in satisfaction of the monies owing hereunder.
- (c) In addition, the Lender or Receiver or Receivers may enter upon the applicable premises and lease or sell the whole or any part or parts of the Property. The Borrower agrees that it will be commercially reasonable to sell such part of the Property:
- i) as a whole or in various units;
 - ii) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
 - iii) by private sale after the receipt by the Lender of at least two offers from prospective arms-length purchasers.
- (d) Notwithstanding the above, the Lender or Receiver or Receivers must use all commercially reasonable efforts to sell the Property for the full market value.
- (e) Any 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 the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.
- (f) No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender 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. The term "Receiver" as used in this schedule includes a receiver and manager.
- (g) Any Receiver shall have all of the powers of the Lender set out in this Charge and, in addition, shall have the following powers:
- i) to carry on the business of the Borrower and to enter into any compromise or arrangement on behalf of the Borrower; and
 - ii) with the prior written consent of the Lender to borrow money in its name or in the Borrower's name, for the purpose of carrying on the business of the Borrower and for the preservation and realization of the undertaking, property and assets of the Borrower including, without limitation, the right to pay persons having prior charges or encumbrances on the properties on which the Borrower may have hold charges or encumbrances with any amount so borrowed and any interest thereon to be a charge upon the mortgaged property in priority to this Charge;
- (h) Any Receiver appointed pursuant to the provisions hereof shall be deemed to be an agent of the Borrower for the purposes of:
- i) carrying on and managing the business and affairs of the Borrower and
 - ii) establishing liability for all of the acts or omissions of the Receiver while acting in any capacity hereunder and the Lender shall not be liable for such acts or omissions, provided that, without restricting the generality of the foregoing, the Borrower irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.
- (i) In the event of default by the Borrower or any Guarantor in their respective obligations under the Commitment, this Charge or any other security issued in connection with the Commitment to the Lender then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that

the Borrower and/or any Guarantor is in default of its obligations under the Charge, Commitment or other security issued in connection with the Commitment. The said sum or sums are agreed to be liquidated damages in respect of the Lender's administration and management costs and are not intended nor shall they be construed as a penalty. All such sums payable to the Lender shall be added to and deemed to be outstanding principal and interest shall accrue thereon.

9. Paramountcy

This Charge shall be subject to the terms and conditions of the Commitment and in the event of any conflict between the terms hereof and those contained in the Commitment, or the Standard Charge Terms incorporated herein, the Lender in its sole discretion, shall determine which provisions shall take precedence and prevail. The Commitment shall not be deemed to merge with the terms of this Charge but shall survive the delivery and registration of this Charge and any default under the terms of the Commitment shall be and be deemed a default under the terms of this Charge and a default under the terms of this Charge shall be deemed a default under the terms of the Commitment.

***THIS IS EXHIBIT "O" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***



A Commissioner Etc.

Properties

PIN09702 - 0295 LT

DescriptionLT 260, PL 188 ; LUCAN BIDDULPH TWP.

Address133 MAIN ST
LUCAN

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name2301402 ONTARIO LIMITED

Address for Service465 Phillip Street, Suite 206
Waterloo, ON
N2L 6C7

I, David Marshall, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)CapacityShare

NameMARSHALLZEHR GROUP INC.

Address for Service465 Phillip Street, Suite 206
Waterloo, ON
N2L 6C7

Statements

The applicant applies for the entry of a notice of general assignment of rents.
This notice may be deleted by the Land Registrar when the registered instrument, ER1286489 registered on 2020/02/05 to which this notice relates is deleted
Schedule: See Schedules

Signed By

Karen Grace Larocque

31 Union Street East
Waterloo
N2J 1B8

acting for
Applicant(s)

Signed2020 02 04

Tel519-576-0460

Fax519-576-3234

I have the authority to sign and register the document on behalf of all parties to the document.

Karen Grace Larocque

31 Union Street East
Waterloo
N2J 1B8

acting for
Party To(s)

Signed2020 02 04

Tel519-576-0460

Fax519-576-3234

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP

31 Union Street East
Waterloo
N2J 1B8

2020 02 05

Tel519-576-0460

Fax519-576-3234

Fees/Taxes/Payment

Statutory Registration Fee\$65.05

Total Paid\$65.05

File Number

Applicant Client File Number :85708

Party To Client File Number :85708

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS INDENTURE dated this 23rd day of December, 2019.

B E T W E E N:

2301402 ONTARIO LIMITED, with an address for service at 465 Phillip Street, Suite 206,
Waterloo, ON, N2L 6C7

(hereinafter called the "Borrower"),

OF THE FIRST PART;

-and-

MARSHALLZEHR GROUP INC., having a head office at 465 Phillip Street, Unit 206,
Waterloo, Ontario, N2L 6C7

(hereinafter called "Assignee"),

OF THE SECOND PART.

WHEREAS by a certain charge (the "Charge") dated December, 2019, in the face amount of **\$10,000,000.00** which Charge was registered in the Land Registry Office for the Land Registry Division of Middlesex #33 as the Instrument Number set out in the Statements section on the attached Notice of Assignment of Rents - General, the Borrower granted, mortgaged and charged to Assignee the lands and premises described therein, including those described in Schedule "A" annexed hereto (the said lands and premises together with the buildings, improvements and fixtures situate thereon being hereinafter referred to as the "Premises") to secure the payment to Assignee of the principal of, interest on and all other moneys which may become owing on or pursuant to the Charge (whenever in this Indenture reference is made to the Charge, it shall be deemed to include any renewals or extensions thereof and any Charges or mortgages taken in substitution therefor either in whole or in part); and

WHEREAS as security for the due performance by the Borrower of all the covenants contained in the Charge, the Borrower has agreed to assign, transfer and set over unto Assignee all the Borrower's right, title and interest in any and all leases or agreements to lease (the "Leases"), now or hereafter existing, of any and all portions of the Premises and all rents, charges and other monies (the "Rents") now due and payable or hereafter to become due and payable under the Leases.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and other good and valuable consideration the Borrower represents, covenants and agrees with Assignee as follows:

1. **Assignment.** The Borrower hereby irrevocably assigns, transfers and sets over unto Assignee, subject to no prior claim or assignment, the Leases and the Rents and all benefits and advantages to be derived therefrom, including any guarantees given to the Borrower in respect of the Leases and Rents, to hold and receive the same unto Assignee, its successors and assigns, with full power and authority to demand, collect, sue for, recover, receive receipts for the Rents and to enforce payment of the same in the name of the Borrower.
2. **Where Borrower not in Default.** Until the Borrower defaults under the covenants, terms and conditions contained in this Indenture or an event of default occurs under the Charge the Borrower may demand, receive, collect and enjoy the Rents only as the same fall due and payable and not in advance, but nothing shall permit or authorize the Borrower to collect or receive Rents contrary to the covenants contained herein.
3. **Remedies.** The Borrower, in the event of a default hereunder or under the Charge, hereby authorizes Assignee, at its option and in addition to any other rights it may have hereunder or under any other agreement or at common law or in equity, to deliver to any or all of the tenants, licencees or occupiers of the Premises notices to pay all Rents to Assignee and to collect such Rents and, in addition, enter upon the Premises by its officers, agents or employees for the purpose of collecting the Rents and/or operating and maintaining the Premises. The Borrower hereby authorizes Assignee generally to perform all such acts, including any acts by way of enforcement of the covenants and exercise of the rights contained in the Leases or otherwise, as may in the opinion of Assignee be necessary or desirable for the proper operation and maintenance of the Premises, which acts may be performed in the name of the Borrower or in the name of Assignee as in the absolute discretion of Assignee may seem proper or advisable. Assignee shall, after deduction of all collection charges and all expenses, which Assignee in its absolute discretion shall deem advisable to pay for the proper operation and maintenance of the Premises, credit the remainder of the moneys which it may receive in connection with the Premises on account of any amount or amounts due to Assignee from the Borrower in such manner as Assignee shall in its sole discretion determine. Notwithstanding anything herein, Assignee shall be liable to account only for such monies as shall actually come into its hands.
4. **Liability of Assignee.** In the exercise of the powers herein granted to Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by the Borrower. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this assignment, and the Borrower shall and does hereby agree to indemnify Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of agreements contained in the Leases. Should Assignee incur any such liability, loss or damage under the Leases or by reason of this assignment, or the defence of any such claims or demands, the amount thereof, including costs, expenses and all legal fees and disbursements, shall be secured hereby, and the Borrower shall reimburse Assignee therefore immediately upon demand.
5. **Receipts by Assignee.** The Borrower hereby agrees that all receipts given by Assignee to any lessee under the Leases on account of any Rents paid to Assignee in accordance with the terms of this Indenture shall constitute a good and valid discharge therefor to each lessee.

6. Not Mortgagee in Possession. Nothing herein contained shall be deemed to have the effect of making Assignee responsible for the collection of the Rents or any part thereof for the performance of any covenants, terms or conditions either by the lessor or any lessee contained in the Leases and Assignee shall not by virtue of this Indenture be deemed a mortgagee in possession of the Premises.
7. Perform Covenants of Landlord. The Borrower shall at all times perform all of the lessor's covenants and obligations contained in the Leases and any failure on the part of the Borrower thereunder shall constitute a default hereunder and shall be deemed to be default under the Charge. If so requested by Assignee, the Borrower will enforce the Leases and all remedies available to the Borrower against the lessees, in case of default under the Leases, or any of them, by the lessees.
8. Valid Leases. The Borrower hereby covenants with Assignee notwithstanding any act of the Borrower that the leases contained in Schedule "B" hereto, if any, are good, valid and subsisting leases and that the Borrower now has good right, full power and absolute authority to assign each such lease according to the true intent and meaning of this Indenture.
9. No Prepayment of Rents. The Borrower will not accept payment from any lessee in advance and will not cause payment to be made in advance on its direction for a period longer than provided in the respective lease and breach of this covenant shall be deemed to be default under the Charge.
10. Covenants. The Borrower shall not without the written approval of Assignee first had and obtained:
- (a) do or omit to do any act having the effect of terminating, cancelling or accepting the surrender of the Leases or any of them;
 - (b) amend, alter or vary the terms and conditions of the Leases or any of them;
 - (c) waive, reduce or abate any of its rights or remedies under the Leases or the obligations of any other parties thereunder or in respect thereof;
 - (d) permit any material default or breach of covenant by any lessee under the Leases; and
 - (e) enter into any Leases for any part of the Premises that are not bona fide leases with lessees with whom the Borrower deals at arm's length. The terms of any future leases must be approved by Assignee prior to execution (such consent not to be unreasonably withheld or delayed) and shall be at rental rates and terms consistent with comparable space in the area of the Premises.
11. Waiver of Covenants. Assignee may waive any default or breach of covenant and shall not be bound to serve any notice upon any lessee under the Leases upon the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.
12. Further Assurances. The Borrower covenants and agrees from time to time and at all times hereafter at the request of Assignee to execute and deliver at the expense of the Borrower such further assurances for better and more perfectly assigning to Assignee any Leases whether presently existing or hereafter created and the Rents payable thereunder in the manner aforesaid as Assignee may require and to execute, deliver and register, at the expense of the Borrower, all such documents as may be required to preserve, perfect and protect the security constituted hereby including all such renewals as may be required by relevant legislation, including the *Personal Property Security Act*.
13. Re-assignment. The assignment, transfer and setting over herein provided shall not be revoked or rescinded by any variation of the terms of the Charge or any extension of time for payment or otherwise but shall remain in full force and effect until the Borrower shall have performed all of its obligations under the Charge. A discharge of the Charge executed by Assignee shall operate as a re-assignment of the Leases and Rents without the need for any further conveyance, but Assignee shall, at the request and at the expense of the Borrower, execute and deliver a full re-assignment to the Borrower of the Leases and Rents and its all right, title and interest therein.
14. Binding Effect and Governing Law. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Borrower has executed this Indenture.

2301402 ONTARIO LIMITED

Per: 

Name: David Marshall

Title: President

I have authority to bind the Corporation

SCHEDULE “A”

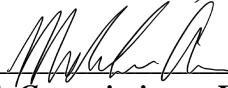
LEGAL DESCRIPTION OF PROPERTY

PIN 09702-0295 (LT)
Lot 260, Plan 188, Lucan Biddulph Township
133 Main Street, Lucan

SCHEDULE “B”

NONE

***THIS IS EXHIBIT "P" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael R.", written over a horizontal line.

A Commissioner Etc.

**MARSHALLZEHR GROUP INC.
SECURITY AGREEMENT**

To: **MarshallZehr Group Inc. ("MZG")**
465 Phillip Street, Suite 206
Waterloo, Ontario, N2L 6C7
Facsimile No. (519-342-0851)

From: **2301402 Ontario Limited ("Debtor")**
465 Phillip Street, Suite 206
Waterloo, Ontario N2L 6C7
Facsimile No. (519-342-0851)

1. **General Security Interest.** As security for the payment and performance of all present and future indebtedness, liabilities and obligations of the Debtor to MZG, whether direct or indirect, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind, in any currency or otherwise, under or in respect of agreements or dealings between the Debtor and MZG or agreements or dealings between the Debtor and others by which MZG may be or become in any manner whatsoever a creditor of the Debtor including, without limitation, Obligations under (i) any and all letter agreements and offers to finance/or offers to lease (the "Offers of Finance") entered into by the Debtor and MZG from time to time, (ii) any promissory notes, guarantees or indemnities executed by the Debtor in favour of MZG, and (iii) this Security Agreement (all such indebtedness, liabilities, obligations, expenditures, costs and expenses are hereinafter collectively referred to as the "Obligations"), the Debtor hereby assigns, charges, pledges, mortgages and grants to MZG a security interest in all of the undertaking, property and assets of the Debtor, both real and personal, immoveable and moveable, tangible and intangible, legal and equitable, of whatsoever nature and kind situate on and used in connection with the Real Property described in Schedule "A" hereto, now owned or hereafter acquired by or on behalf of the Debtor or in respect of which the Debtor now or hereafter has any right, title or interest (all of which is hereinafter called the "Collateral"), including without limitation:

- (a) **Intangibles** - all intangible property including without limitation book debts and accounts, all contractual rights and insurance claims, licences, computer software, warranties, ownership certificates, patents, trademarks, trade names, goodwill, copyrights and other industrial property of the Debtor;
- (b) **Books & Records** - all of the Debtor's, manuals, publications, letters, deeds, documents, writings, papers, invoices, books of account and other books relating to or being records of debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (c) **Equipment** - all of the Debtor's tools, machinery, equipment, apparatus, furniture, plants, fixtures, vehicles and other tangible personal property, other than Inventory (as defined below), (collectively, the "Equipment") including, without limitation, the Equipment described in Schedule "A" hereto;
- (d) **Inventory** - all of the Debtor's tangible personal property held 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 (collectively, the "Inventory");
- (e) **Real Property** - all of the Debtor's real and immovable property, both freehold and leasehold, now or hereafter owned, acquired or occupied by the Debtor, together with all buildings, erections, improvements and fixtures situate upon or used in connection therewith, including any lease, verbal or written or any agreement therefor, (collectively, the "Real Property") provided, however, the last day of any term of any such lease, verbal or written, or any agreement therefor now held or hereafter held by the Debtor, is excepted out of the Real Property charged by this Security Agreement, but should such charge become enforceable the Debtor shall thereafter stand possessed of the last day of such leasehold interest upon trust to assign and dispose thereof as MZG may direct;
- (f) **Other Property** - the Debtor's undertaking and all of the Debtor's other property and assets including, without limitation, uncalled capital, judgments, rights, franchises, chattel paper, documents of title, goods, instruments, money and securities (as those

terms are defined in the Personal Property Security Act governing this Security Agreement); and

- (g) **Proceeds** - all of the Debtor's property in any form derived directly or indirectly from any use or dealing with the Collateral or that indemnifies or compensates for loss of or damage to the Collateral (collectively, the "Proceeds").

2. **Attachment.** The security interest given hereunder will attach immediately upon the execution of this Security Agreement. The security interest granted hereby has not been postponed and will attach to any particular Collateral as soon as the Debtor has rights in such Collateral.

3. **Representations and Warranties of the Debtor.** The Debtor represents and warrants to MZG as follows:

- (a) The Debtor now owns or will own the Collateral, as the case may be, free and clear of any prior lien, security interest or encumbrance save and except for the security interest granted hereby and for those encumbrances as shown in Schedule "B" which have been validly perfected ("Permitted Encumbrances");
- (b) This Security Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Debtor;
- (c) The authorization, creation, execution and delivery of this Security Agreement and compliance with its terms
 - (i) does not and shall not contravene any applicable law, regulation, rule, order, judgment or injunction or the charter documents, by-laws or any unanimous shareholders' agreement of the Debtor; and
 - (ii) does not and shall not result in a breach of or a default under any indenture, instrument, lease, agreement or undertaking to which the Debtor is a party or by which it or the Collateral is or may become bound.

4. **General Covenants.** The Debtor hereby declares, covenants and agrees that it:

- (a) **Pay Costs** - shall pay all costs and expenses (including legal fees and disbursements on a solicitor and own client basis) of MZG incidental to or which in any way relates to this Security Agreement or its enforcement, including (i) the preparation, execution and filing of this Security Agreement and any instruments postponing, discharging, amending, extending or supplemental to this Security Agreement or any security required by any Offer of Finance ("MZG's Security"); (ii) perfecting and keeping perfected MZG's Security; (iii) maintaining the intended priority of MZG's Security on all or any part of the Collateral; (iv) taking, recovering or possessing the Collateral; (v) taking any actions or other proceedings to enforce the remedies provided herein or otherwise in relation to this Security Agreement or the Collateral, or by reason of a default under MZG's Security or the Offer of Finance or the non-payment of the moneys hereby secured; (vi) taking proceedings, giving notices and giving responses required under any applicable law concerning or relating to MZG's Security, including compliance with the provisions of applicable bankruptcy, insolvency, personal property security and mortgage enforcement legislation; (vii) responding to or participating in proceedings in the nature of those described in Sections 14(d), (e) and (f) hereof; and (viii) obtaining the advice of counsel and other advisors in relation to the foregoing;

all such costs and expenses and other monies payable hereunder, together with interest at the highest rate chargeable by MZG from time to time on the Obligations, shall form part of the Obligations, shall be payable by the Debtor on demand and shall be secured hereby;

- (b) **To Pay Rents and Taxes** - shall pay all rents, taxes and assessments lawfully imposed upon the Real Property where the Collateral is located or any part thereof when the same become due and payable, and shall show to MZG on request receipts for such payment;
- (c) **To Maintain Corporate Existence and Security** - shall maintain its corporate existence, shall maintain the security hereby created as valid, effective and perfected security at all times, shall observe and perform all of its obligations under leases, licences

and other agreements to which it is a party so as to preserve and protect the Collateral and its value;

- (d) **Not to Sell** - shall not, except for Inventory sold in the ordinary course of business and except as otherwise permitted hereunder, remove, destroy, lease, sell or otherwise dispose or part with possession of any of the Collateral; provided that the Debtor may sell or otherwise dispose of furniture, machinery, equipment, vehicles and accessories which have become worn out or damaged or otherwise unsuitable for their purposes on condition that it shall substitute therefor, subject to the lien hereof and free from prior liens, security interests or encumbrances, property of equal value so that the security hereby constituted shall not thereby be in any way reduced or impaired;
- (e) **No Other Liens** - shall not create, assume or suffer to exist any charge, lien, federal or provincial government priority claim arising pursuant to statute including any deemed trust, security interest or encumbrance upon any Collateral other than Permitted Encumbrances. No provision hereof shall be construed as a subordination or postponement of the security interest created hereunder to or in favour of any other charge, lien, security interest or encumbrance, whether or not it is a Permitted Encumbrance, except that the Debtor may give security to its bankers on its Inventory or under assignments of its accounts receivable (except to the extent that such accounts receivable represent proceeds of the sale or disposition of Equipment or Real Property) and such security, if validly perfected, shall rank prior to the interest granted hereby on such Inventory and accounts receivable without further action by MZG;
- (f) **To Hold Proceeds of Unauthorized Sale in Trust** - in the event the Collateral or any part thereof is sold or disposed of prior to the full discharge of this Security Agreement by MZG, in any manner not authorized by this Security Agreement, shall hold all proceeds of such sale or disposition received by the Debtor as trustee for MZG until the Debtor has been fully released from this Security Agreement by MZG;
- (g) **To Insure** - shall keep insured the Collateral to its full insurable value or in such amounts as MZG may reasonably require against all risks, with insurers approved by MZG and will pay all premiums necessary for such purposes as the same shall become due; the proceeds under all policies of insurance are hereby assigned to MZG subject to Permitted Encumbrances as further security hereunder and shall be payable to MZG as its interest may appear and contain such mortgage clauses as MZG may require; such policies or contracts shall be in terms reasonably satisfactory to MZG and at the request of MZG shall be delivered to and held by MZG subject to the rights of the holders of Permitted Encumbrances;
- (h) **To Furnish Proofs** - shall forthwith on the happening of any loss or damage furnish at its expense all necessary proofs and do all necessary acts to enable MZG to obtain payment of the insurance moneys subject to the rights of the holders of Permitted Encumbrances;
- (i) **Inspection by MZG** - shall allow any employees or third parties retained by MZG at any reasonable time to enter the premises of the Debtor or others to inspect the Collateral and to inspect the books and records of the Debtor relating to the Collateral and make extracts therefrom, and shall permit MZG prompt access to such other persons, as MZG may deem necessary or desirable for the purposes of inspecting or verifying any matters relating to any part of the Collateral or the books and records of the Debtor relating to the Collateral, provided that any information so obtained shall be kept confidential, save as required by MZG in exercising its rights hereunder or pursuant to any applicable law or court order. The Debtor shall pay all costs and expenses of third parties (including legal fees and disbursements on a solicitor and own client basis) retained by MZG for purposes of inspection under this Section 4(i);
- (j) **Use and Maintenance** - shall cause the Equipment and Inventory to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent and duly qualified personnel. Any and all additions and accessions to and parts and replacements for the Equipment or Inventory shall immediately become subject to the security interest created hereby. The Debtor shall not change the intended use of the

Collateral without the prior written consent of MZG which will not be unreasonably withheld or delayed;

- (k) **Location of Collateral** - shall keep the Collateral at the locations set forth in Schedule "A" hereto, except for goods in transit to such locations, or Inventory on lease or consignment, or with the prior written consent of MZG;
- (l) **No Affixation** - shall not permit the Collateral to be attached to or affixed to real or other personal property without the prior written consent of MZG which will not be unreasonably withheld or delayed. The Debtor shall obtain and deliver to MZG such waivers as MZG may reasonably request from any owner, landlord or mortgagee of premises on which the Collateral is located or to which the Collateral may become affixed or attached. The Debtor shall promptly do, execute and deliver all such further acts, documents, agreements or assurances as MZG may reasonably require for giving effect to the intent of this Security Agreement and shall register such notice or documents against the title to such premises as MZG may reasonably request to protect its interests hereunder and shall maintain plates or marks showing the name of MZG upon the Collateral as requested;
- (m) **Not to Remove** - prior to moving any of the Collateral from any location indicated in Schedule "A" hereto, or to leasehold property, the Debtor shall effect such further registrations and obtain such other consents and give such other security, at the sole cost and expense of the Debtor, as may be required or desirable to protect or preserve the security hereby created and to maintain the priority intended to be granted to MZG hereunder as against all others including landlords, and the Debtor shall forthwith notify MZG of the intended removal and the action proposed to be taken;
- (n) **Compliance with Environmental Laws**
 - (i) shall conduct and maintain its business, operations, Real Property and the Collateral so as to comply in all respects with all applicable Environmental Laws, including obtaining all necessary licenses, permits, consents and approvals required to own or operate the Collateral and the business carried out on, at or from the Real Property;
 - (ii) except as specifically permitted by MZG in writing, it shall not permit or suffer to exist, Contaminants or dangerous or potentially dangerous conditions in, on or below the Real Property including, without limitation, any polychlorinated biphenyls, radio-active substances, underground storage tanks, asbestos or urea formaldehyde foam insulation;
 - (iii) has no knowledge of the existence of Contaminants or dangerous or potentially dangerous conditions at, on or under the Real Property or any properties in the vicinity of the Real Property which could affect the Real Property or the market value thereof or in levels that exceed the standards in Environmental Laws;
 - (iv) has no knowledge of the Real Property, or any portion thereof, having been used for the disposal of waste;
 - (v) has not given or received, nor does it have an obligation to give, any notice, claim, communication or information regarding any past, present, planned or threatened treatment, storage, disposal, presence, release or spill of any Contaminant at, on, under or from the Real Property or any property in the vicinity of the Real Property, including any notice pursuant to any Environmental Laws or any environmental report or audit. The Debtor shall notify MZG promptly and in reasonable detail upon receipt of any such claim, notice, communication or information or if the Debtor becomes aware of any violation or potential violation of the Debtor of any Environmental Laws and shall describe therein the action which the Debtor intends to take with respect to such matter;

- (vi) shall at the Debtor's expense establish and maintain a system to assure and monitor continued compliance with, and to prevent the contravention of, Environmental Laws, which system shall include periodic reviews of such compliance system and the Debtor shall provide an annual report to MZG regarding the Debtor's environmental performance, and the effectiveness of such system;
- (vii) shall promptly advise MZG in writing of any material adverse change in the environmental or other legal requirements affecting the Debtor or the Collateral or the Real Property upon the Debtor becoming aware of any such change, and the Debtor shall provide MZG with a copy of any of the orders, by-laws, agreements or other documents pursuant to which any such change is effected or documented;
- (viii) shall at the Debtor's expense promptly take or cause to be taken any and all necessary remedial or clean-up action in response to the presence, storage, use, disposal, transportation, release or discharge of any Contaminant in, on, under or about any of the Real Property, or used by the Debtor, in compliance with all material laws including, without limitation, Environmental Laws, and in accordance with the orders and directions of all applicable federal, state, provincial, municipal and local governmental authorities;
- (ix) shall deliver to MZG a true and complete copy of all environmental audits, evaluations, assessments, studies or tests relating to the Real Property, the Collateral or the Debtor now in its possession or control or forthwith after the completion thereof, or upon such materials coming into the Debtor's possession or control;
- (x) shall at the Debtor's expense, if reasonably requested by MZG in writing, retain an environmental consultant acceptable to MZG, acting reasonably, to undertake environmental tests and to prepare a report or audit with respect to the Real Property and deliver same to MZG for its review; and
- (xi) shall indemnify and save harmless MZG, its officers, directors, employees, agents and shareholders from and against all losses, liabilities, damages or costs (including legal fees and disbursement on a solicitor and own client basis) suffered including, without limitation, the cost or expense of any environmental investigation, the preparation of any environmental or similar report, and the costs of any remediation arising from or relating to any breach of the foregoing covenants of this Section 4(n), any breach by the Debtor or any other person now or hereafter having an interest in the Collateral or the Real Property which is asserted or claimed against MZG; the presence, in any form, of any Contaminant on or under the Real Property, or the discharge, release, spill or disposal of any contaminant by the Debtor, which is asserted or claimed against any of these indemnified persons. This indemnity shall survive the payment in full of all amounts secured hereby and the discharge of this Security Agreement. MZG shall hold the benefit of this indemnity in trust for those indemnified persons who are not parties to this Security Agreement.
- (xii) For the purposes hereof:
 - a. "Contaminant" means any solid, liquid, gas, odour, heat, sound, smoke, waste, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause: (i) impairment of the quality of the natural environment for any use that can be made of it, (ii) injury or damage to property or to plant or animal life, (iii) harm or material discomfort to any person, (iv) an adverse affect on the health of any person, (v) impairment of the safety of any person, (vi) rendering any property or plant or animal life unfit for use by man, (vii) loss of enjoyment of normal use of property, or (viii) interference with the normal conduct of business, and includes any pollutant or contaminant as defined in any applicable Environmental Laws and any

biological, chemical or physical agent which is regulated, prohibited, restricted or controlled; and

- b. "Environmental Laws" means the common law and all applicable federal, provincial, local, municipal, governmental or quasi-governmental laws, rules, regulations, policies, guidelines, licences, orders, permits, decisions or requirements concerning Contaminants, occupational or public health and safety or the environment and any other order, injunction, judgment, declaration, notice or demand issued thereunder.

- (o) **Financial Statements** - shall deliver to MZG, in accordance with the terms of any Offers of Finance, its interim and annual financial statements, all of which financial statements shall be signed by an authorized officer of the Debtor and prepared in accordance with generally accepted accounting principles. The Debtor shall at the same time deliver to MZG copies of all management reports prepared by the accountants or auditors of the Debtor together with any other statements stipulated in any Offer of Finance;
- (p) **Offers of Finance** - shall comply with all provisions of the Offers of Finance, including executing and delivering all such documents as may be necessary to maintain in force the pre-authorized payment system specified in any Offer of Finance.

5. **Collection of Debts.** Upon the occurrence of an event of default hereunder, MZG may, without exercising any of its other rights or remedies hereunder, give notice of the security interest in, and the assignment to, MZG of any debt or liability forming part of the Collateral and may direct such person to make all payments on account of any such debt or liability to MZG.

6. **Waiver of Covenants.** MZG may waive in writing any breach by the Debtor of any of the provisions contained in this Security Agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, provided that no such waiver or any other act, failure to act or omission by MZG shall extend to or be taken in any manner to affect any subsequent breach or default or the rights of MZG resulting therefrom. All rights and remedies of MZG granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

7. **Performance of Covenants by MZG.** If the Debtor shall fail to perform any covenant on its part herein contained, MZG may in its absolute discretion perform any such covenant capable of being performed by it, but MZG shall be under no obligation to do so. If any such covenant requires the payment of money or if the Collateral or any part thereof shall become subject to any charge, lien, security interest or encumbrance ranking in priority to the security interest created hereby, MZG may in its absolute discretion make such payment and/or pay or discharge such charge, lien, security interest or encumbrance, but MZG shall be under no obligation to do so. All sums so paid by MZG, together with interest at the highest rate chargeable by MZG from time to time on the Obligations, shall be payable by the Debtor on demand and shall constitute a charge upon the Collateral. No such performance or payment shall relieve the Debtor from any default hereunder or any consequences of such default.

8. **Appointment of Monitor.** If in the opinion of MZG, acting reasonably, a material adverse change has occurred in the financial condition of the Debtor, or if MZG in good faith believes that the ability of the Debtor to pay any of its obligations to MZG or to perform any other covenant contained herein has become impaired or if an event of default has occurred, MZG may by written notice to the Debtor, appoint a monitor (the "Monitor") to investigate any or a particular aspect of the Collateral, the Debtor or its business and affairs for the purpose of reporting to MZG. The Debtor shall give the Monitor its full co-operation, including full access to facilities, assets and records of the Debtor and to its creditors, customers, contractors, officers, directors, employees, auditors, legal counsel and agents. The Monitor shall have no responsibility for the affairs of the Debtor nor shall it participate in the management of the Debtor's affairs and shall incur no liability in respect thereof or otherwise in connection with the Debtor, its business and affairs or the Collateral. The Monitor shall act solely on behalf of MZG and shall have no contractual relationship with the Debtor as a consultant or otherwise. The appointment of a Monitor shall not be regarded as an act of enforcement of this Security Agreement. All reasonable fees and expenses of the Monitor (including legal fees and disbursements on a solicitor and own client basis) shall be paid by the Debtor upon submission to it of a written invoice therefor. MZG may at its option upon the occurrence of an event of default appoint or seek to have appointed the

Monitor as receiver, receiver and manager, liquidator, or trustee in bankruptcy of the Debtor or the Collateral or any part thereof.

9. **Application of Insurance Proceeds.** Any insurance moneys received by MZG may at the option of MZG be applied to rebuilding or repairing the Collateral, or be paid to the Debtor, or any such moneys may be applied in the sole discretion of MZG, in whole or in part, to the repayment of the Obligations or any part thereof whether then due or not, with any partial payments to be credited against principal instalments payable thereunder in inverse order of their maturity dates.

10. **No Merger or Novation.** The taking of any judgment or the exercise of any power of seizure or sale shall not operate to extinguish the liability of the Debtor to perform its obligations hereunder or to pay the Obligations hereby secured, shall not operate as a merger of any covenant herein contained or affect the right of MZG to interest in effect from time to time hereunder and the acceptance of any payment or other security shall not constitute or create any novation. The execution and delivery of this Security Agreement or of any instruments or documents supplemental hereto shall not operate as a merger of any representation, warranty, term, condition or other provision contained in any other obligation or indebtedness of the Debtor to MZG or under any Offer of Finance.

11. **Security in Addition.** The security hereby constituted is in addition to any other security now or hereafter held by MZG. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the moneys secured hereby, shall not release or affect the security created hereby.

12. **Partial Discharges.** MZG may in its sole discretion grant partial discharges or releases of security in respect of any of the Collateral on such terms and conditions as it shall deem fit and no such partial discharges or releases shall affect the remainder of the security created hereby nor shall it alter the obligations of the Debtor under the Obligations or hereunder.

13. **Notice of Change.** The Debtor shall immediately notify MZG in writing of any proposed change and any actual change in the Debtor's name or address, the location of, and details of any loss or damage to, the Collateral, and the details of any claims or litigation affecting the Debtor or Collateral. The Debtor agrees to execute at the Debtor's expense, any instruments, notices or other documents required to effect any registration which MZG deems necessary to protect its interest in the Collateral in any jurisdiction.

14. **Events of Default.** Each of the following events shall constitute an "event of default":

- (a) the Debtor does not pay any of the Obligations when due;
- (b) the Debtor ceases or threatens to cease to carry on its business or defaults in the performance or observance of any of the covenants in Sections 4(d), (e), (i) or (m) or Section 8 hereof;
- (c) if the Debtor defaults in the performance or observance of any condition or covenant contained in this Security Agreement, other than as referred to elsewhere in this Section 14, in any other security previously, now or hereafter granted to MZG by the Debtor or in any other instrument or agreement (including any offer of finance) which the Debtor and MZG are parties to (whether alone or with others) or issued by either the Debtor or MZG to the other, and such default continues for ten (10) days after written notice thereof to the Debtor by MZG;
- (d) the Debtor becomes bankrupt or insolvent or commits an act of bankruptcy, or any proceeding is commenced against, by or affecting the Debtor:
 - (i) seeking to adjudicate it a bankrupt or insolvent;
 - (ii) seeking liquidation, dissolution, winding up, restructuring, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any reorganization, arrangement or compromise of debt under the laws of its jurisdiction of incorporation or organization); or

- (iii) seeking appointment of a receiver, receiver and manager, liquidator, trustee, agent, custodian or other similar official for it or for any part of its properties and assets, including the Collateral or any part thereof;
- (e) any order or judgment is issued by a court granting any of the relief referred to in Section 14(d) hereof;
- (f) if an encumbrancer or secured creditor shall appoint a receiver or agent or other similar official over any part of the Collateral, or take possession of any part of the Collateral or if any execution, distress or other process of any court becomes enforceable against any Collateral, or a distress or like process is levied upon any of such Collateral;
- (g) if the Debtor takes any proceedings for its dissolution, liquidation or amalgamation with another company or if the legal or corporate existence of the Debtor shall be terminated by expiration, forfeiture or otherwise;
- (h) if there is any material misrepresentation or misstatement contained in any certificate or document delivered by an officer or director of the Debtor in connection with any financing provided by MZG;
- (i) if any representation, warranty or statement made on behalf of the Debtor in any Offer of Finance or any instrument made pursuant thereto is or becomes untrue in any material respect;
- (j) if any guarantor of the obligations of the Debtor to MZG defaults in the performance of any condition or covenant in favour of MZG or if any party to an instrument or agreement supplemental or collateral to this Security Agreement or the financing provided for herein defaults thereunder, and such default continues for ten (10) days after written notice thereof to the Debtor by MZG;
- (k) if MZG, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance of any of the Obligations is or is about to be impaired or that the Collateral or any part thereof is or is about to be placed in jeopardy;
- (l) if voting control of the Debtor as provided for in any Offer of Finance or as subsequently effected with MZG's prior written consent, shall change without the prior written consent of MZG; or
- (m) if a default occurs under any agreement, promissory note, debt obligation, guarantee or otherwise now or hereafter granted to any other bank or financial institution by the Debtor.

15. **Enforcement.** Upon the happening of any event of default, the security granted herein shall become immediately enforceable and MZG may at its option declare this Security Agreement to be in default and may exercise any rights, powers or remedies available to MZG at law or in equity or under the Personal Property Security Act or other applicable legislation and, in addition, may exercise one or more of the following rights, powers or remedies, which rights, powers and remedies are cumulative:

- (a) to declare the full amount of the Obligations to be immediately due and payable;
- (b) to terminate the Debtor's right to possession of the Collateral, cause the Debtor to immediately assemble and deliver the Collateral at such place or places as may be specified by MZG, and enter upon the premises where the Collateral is located and take immediate possession thereof, whether it is affixed to the realty or not, and remove the Collateral without liability to MZG for or by reason of such entry or taking of possession, whether for damage to property caused by taking such or otherwise;
- (c) to enter upon and hold, possess, use, repair, preserve and maintain all or any part of the Collateral and make such replacements thereof and additions thereto as MZG shall deem advisable;

- (d) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon the whole of any part of the Collateral whether by public or private sale as MZG in its absolute discretion may determine without notice to the Debtor or advertisement and after deducting from the proceeds of sale (including legal fees and disbursements on a solicitor and his own client basis) incurred in the repossession, sale, lease or other disposition of the Collateral apply the proceeds thereof to the Obligations in the manner and order to be determined by MZG, provided however that MZG shall only be liable to account to the Debtor, any subsequent encumbrancers and others for money actually received by MZG and provided that the Debtor shall pay any deficiency forthwith;
- (e) to appoint by instrument in writing any person or persons to be a receiver or receiver and manager of all or any portion of the Collateral, to fix the receiver's remuneration and to remove any receiver so appointed and appoint another or others in its stead;
- (f) to apply to any court of competent jurisdiction for the appointment of a receiver or receiver and manager for all or any portion of the Collateral; and
- (g) to retain the Collateral in satisfaction of the Obligations.

16. Powers of Receiver.

- (a) Any receiver (which term includes a receiver and manager) shall have all of the powers of MZG set forth in this Security Agreement and, in addition, shall have the following powers:
 - (i) to lease all or any portion of the Collateral and for this purpose execute contracts in the name of the Debtor, which contracts shall be binding upon the Debtor and the Debtor hereby irrevocably constitutes such receiver as its attorney for such purposes;
 - (ii) to take possession of the Collateral, collect all rents, issues, incomes and profits derived therefrom and realize upon any additional or collateral security granted by the Debtor to MZG and for that purpose may take any proceedings in the name of the Debtor or otherwise; and
 - (iii) to carry on or concur in carrying on the business which the Debtor is conducting and for that purpose the receiver may borrow money on the security of the Collateral in priority to this Security Agreement;
- (b) Any receiver appointed pursuant to the provisions hereof shall be deemed to be the agent of the Debtor for the purposes of:
 - (i) carrying on and managing the business and affairs of the Debtor, and
 - (ii) establishing liability for all of the acts or omissions of the receiver while acting in any capacity hereunder and MZG shall not be liable for such acts or omissions,

provided that, without restricting the generality of the foregoing, the Debtor irrevocably authorizes MZG to give instructions to the receiver relating to the performance of its duties as set out herein.

17. Application of Moneys. All moneys actually received by MZG or by the receiver pursuant to Sections 15 and 16 of this Security Agreement shall be applied:

- (a) first, in payment of those claims, if any, of secured creditors of the Debtor (including any claims of the receiver pursuant to Section 16(a), ranking in priority to the charges created by this Security Agreement as directed by MZG or the receiver;
- (b) second, in payment of all costs, charges and expenses of and incidental to the appointment of the receiver (including legal fees and disbursements on a solicitor and

own client basis) and the exercise by the receiver or MZG of all or any of the powers granted to them under this Security Agreement, including the reasonable remuneration of the Receiver or any agent or employee of the receiver or any agent of MZG and all outgoings properly paid by the receiver or MZG in exercising their powers as aforesaid;

- (c) third, in or towards the payment to MZG of all other obligations due to it by the Debtor in such order as MZG in its sole discretion may determine;
- (d) fourth, in or towards the payment of the obligation of the Debtor to persons if any, with security interests against Collateral ranking subsequent to those in favour of MZG; and
- (e) fifth, subject to applicable law any surplus shall be paid to the Debtor.

18. **Possession of Collateral.** The Debtor acknowledges that MZG or any receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from MZG or any such Receiver to assemble and deliver possession of the Collateral at such place or places as directed.

19. **Deficiency.** The Debtor shall remain liable to MZG for any deficiency after the proceeds of any sale, lease or disposition of Collateral are received by MZG and applied in accordance with the provisions of Section 17(c) hereof.

20. **Assignment.** This Security Agreement may be assigned by MZG to any other person and, if so assigned, the assignee shall have and be entitled to exercise any and all discretions, rights and powers of MZG hereunder, and all references herein to MZG shall include such assignee. The Debtor may not assign this Security Agreement or any of its rights or obligations hereunder. This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Security Agreement and the security interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against MZG.

21. **Limited Power of Attorney.** The Debtor hereby appoints MZG as the Debtor's attorney, with full power of substitution, in the name and on behalf of the Debtor, to execute, deliver and do all such acts, deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Debtor has agreed to execute, deliver and do hereunder, under any Offer of Finance or otherwise, or as may be required by MZG or any receiver to give effect to this Security Agreement or in the exercise of any rights, powers or remedies hereby conferred on MZG or any receiver, and generally to use the name of the Debtor in the exercise of all or any of the rights, powers or remedies hereby conferred on MZG or any receiver. This appointment, being coupled with an interest, shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Debtor or for any other reason.

22. **Severability.** Each of the provisions contained in this Security Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Security Agreement.

23. **Notices.** Any notice required or desired to be given hereunder or under any Offer of Finance or under any instrument supplemental hereto shall be in writing and may be given by personal delivery, by facsimile or other means of electronic communication or by sending the same by registered mail, postage prepaid, to MZG or to the Debtor at their respective addresses set out above and, in the case of electronic communication, to the facsimile numbers set out above. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice sent by facsimile or other means of electronic transmission shall be deemed to have been delivered on the Business Day following the sending of the notice, and any notice so mailed shall be conclusively deemed given on the third Business Day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall not be given by mail. Any address for notice or payments herein referred to may be changed by notice in writing given pursuant hereto.

Notwithstanding the foregoing, if the Personal Property Security Act requires that notice be given in a special manner, then such notice or communication shall be given in such manner.

24. **General.**

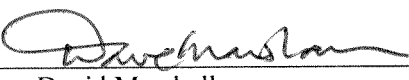
- (i) The Debtor authorizes MZG to file such financing statements, notices of security interest, caveats and other documents and do such acts and things as MZG may consider appropriate to perfect its security in the Collateral, to protect and preserve its interest in the Collateral and to realize upon the Collateral.
- (ii) Nothing in this Security Agreement will in any way obligate MZG to advance any funds, or otherwise make or cause to make credit available to the Debtor, nor will MZG have any liability for any failure or delay in its part to exercise any rights hereunder.
- (iii) If more than one Debtor executes this Security Agreement, the obligations of such Debtors hereunder shall be joint and several.
- (iv) The division of this Security Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Security Agreement.
- (v) When the context so requires, the singular shall include the plural and vice versa and words importing gender include all genders; all rights, advantages, privileges, immunities, powers and things hereby secured to the Debtor shall be equally secured to and exercised by its successors and assigns.
- (vi) Time is of the essence in this Security Agreement.
- (vii) The Debtor, if a corporation, waives the rights, benefits and protection given by and agrees that The Limitation of Civil Rights Act and The Land Contracts (Actions) Act, both of Saskatchewan, shall not apply to this Security Agreement or to any agreement renewing or extending this Security Agreement or to the rights, powers or remedies of MZG under this Security Agreement or under any agreement renewing or extending this Security Agreement.
 - a. (viii) Without limiting any other right of MZG, whenever the security granted hereunder becomes enforceable or MZG has the right to declare the security granted hereunder to be immediately due and payable (whether or not it has so declared), MZG may, in its sole discretion, set off against the Obligations any and all amounts then owed to Debtor by MZG in any capacity, whether or not due, and MZG shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on MZG's records subsequent thereto.
 - b. (ix) MZG may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as MZG may see fit without prejudice to the liability of Debtor or MZG's right to hold and realize the security granted hereunder. Furthermore, MZG may demand, collect and sue on Collateral in either Debtor's or MZG's name, at MZG's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments (as defined in the Personal Property Security Act) pertaining to or constituting Collateral.
 - c. (x) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the security interest granted hereunder, or any part thereof, to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against MZG.
 - d. (xi) MZG may provide any financial and other information it has about Debtor, the security interest granted hereunder and the Collateral to anyone acquiring or who may acquire an interest in the security interest granted hereunder or the Collateral from MZG or anyone acting on behalf of MZG.

25. **Receipt.** The Debtor acknowledges that it has received an executed copy of this Security Agreement and, to the extent permitted by law, waives all rights to receive from MZG a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement or any supplemental or collateral security granted to MZG.

26. **Governing Law.** This Security Agreement or any amendment or renewal thereof will be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and the Debtor hereby irrevocably attorns to the jurisdiction of the courts of such province.

The Debtor has duly executed this Security Agreement on the 25th day of July, 2014

2301402 ONTARIO LIMITED

Per:  c/s
Name: David Marshall
Title: President

I have authority to bind the Corporation

Schedule "A"

Location of Collateral:

Lts 254, 255, Plan 188, Lucan Biddulph Twp. being PIN 09702-0291 (LT) municipally known as 143 Main Street, Lucan, Ontario;

Lt 256, Plan 188, Lucan Biddulph Twp. being PIN 09702-0292 (LT) municipally known as 141 Main Street, Lucan;

Lts 257, 258, Plan 188, Lucan Biddulph Twp. being PIN 09702-0293 (LT) municipally known as 139 Main Street, Lucan;

Lot 259, Plan 188, Lucan Biddulph Twp. being PIN 09702-0294 (LT) municipally known as 135 Main Street, Lucan;

and

**465 Phillip Street #206
Waterloo, Ontario N2L 6C7**

Schedule "B"

PERMITTED ENCUMBRANCES

- (i) liens for taxes, assessments, governmental charges or levies not at the time due;
- (ii) easements, rights of way or other similar rights in land which in the aggregate do not materially impair the usefulness in the business of the Debtor of the property subject thereto;
- (iii) rights reserved to or vested in any municipal, governmental or other public authority by the terms of any lease, licence, franchise, grant or permit, or by any statutory provision, to terminate the same or to require annual or other periodic payments as a condition to the continuance thereof;
- (iv) any charge, lien, security interest or encumbrance the validity of which is being contested by the Debtor in good faith and in respect of which either there shall have been deposited with MZG cash in an amount sufficient to satisfy the same or MZG shall be otherwise satisfied that its interests are not prejudiced thereby;
- (v) validly perfected security given by the Debtor to its bankers on its Inventory or under assignments of its accounts receivable, except to the extent that such accounts receivable represent proceeds of the sale or disposition of Equipment or Real Property; and
- (vi) purchase money security interests consisting of any validly perfected charge, lien, security interest or other encumbrance, created, assumed or arising by operation of law after the date hereof, to provide or secure the whole or any part of the consideration for the acquisition of tangible personal property other than Inventory, where
 - (A) the principal amount secured thereby does not exceed the cost to the Debtor of such property,
 - (B) the Debtor's obligation to repay is secured only by the property so acquired by the Debtor,
 - (C) the property is not being acquired as a replacement or substitution for property and assets which are specifically charged hereby, and
 - (D) such security includes the renewal or refinancing of any such purchase money security interest on the same property provided that the indebtedness secured and the security therefor is not increased and remains validly perfected.
- (vii) PPSA registrations
 - i) Debtor: 2301402 Ontario Limited
 - Secured Party: 2233525 Ontario Inc..
 - Collateral: Inventory, Equipment, Accounts, Other & Motor Vehicle included
 - Registration #: 20130819 1529 1862 2307
 - Reference #: 689580936

***THIS IS EXHIBIT "Q" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. W. A.", written over a horizontal line.

A Commissioner Etc.

Properties

<i>PIN</i>	09702 - 0295	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LT 260, PL 188 ; LUCAN BIDDULPH TWP.			
<i>Address</i>	133 MAIN ST LUCAN			
<i>PIN</i>	09702 - 0294	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LT 259, PL 188 ; LUCAN BIDDULPH TWP.			
<i>Address</i>	135 MAIN ST LUCAN			
<i>PIN</i>	09702 - 0293	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LTS 257 & 258, PL 188 ; LUCAN BIDDULPH TWP.			
<i>Address</i>	139 MAIN STREET LUCAN			
<i>PIN</i>	09702 - 0292	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LT 256, PL 188 ; LUCAN BIDDULPH TWP.			
<i>Address</i>	141 MAIN ST LUCAN			
<i>PIN</i>	09702 - 0291	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LTS 254 & 255, PL 188 ; LUCAN BIDDULPH TWP			
<i>Address</i>	143 MAIN STREET LUCAN			

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 2301402 ONTARIO LIMITED
Address for Service 465 Phillip Street, Suite 206
Waterloo, ON, N2L 6C7

I, David Marshall, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s)

Capacity

Share

<i>Name</i>	MARSHALLZEHR GROUP INC.
<i>Address for Service</i>	465 Phillip Street, Suite 206 Waterloo, ON, N2L 6C7

Statements

Schedule: See Schedules

Provisions

Principal	\$15,000,000.00	Currency	CDN
Calculation Period			
Balance Due Date	SEE SCHEDULE		
Interest Rate	SEE SCHEDULE		
Payments			
Interest Adjustment Date			
Payment Date	SEE SCHEDULE		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Signed By

Karen Grace Larocque	31 Union Street East Waterloo N2J 1B8	acting for Chargor(s)	Signed	2019 12 23
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The applicant(s) hereby applies to the Land Registrar.

Signed By

Tel 519-576-0460
Fax 519-576-3234

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP	31 Union Street East Waterloo N2J 1B8	2020 02 05
Tel 519-576-0460		
Fax 519-576-3234		

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Total Paid	\$65.05

File Number

Chargor Client File Number :	85078
Chargee Client File Number :	85078

SCHEDULE "A"

1. Security

This Charge is given as continuing collateral security for the due payment and performance by 2301402 Ontario Limited (the "Borrower") of all indebtedness, covenants, obligation and agreements of the Borrower set out in the mortgage commitment entered into between the Borrower and MarshallZehr Group Inc. as lender (the "Lender") dated December 13, 2019 as amended from time to time (the "Commitment").

2. Term and Payments

Subject to any extension rights of the Borrower, this Charge is for a term (the "Term") ending on January 1, 2022 (the "Maturity Date") as may be extended pursuant to paragraph 6 of this Schedule "A". There shall be no regularly scheduled principal repayments and the entire outstanding principal amount shall become due and payable on the Maturity Date.

3. Interest

This is an interest free loan.

4. Prepayment

Subject to any partial discharge provisions, the mortgage may be prepaid in whole or in part at any time or times on the following terms:

- (a) At least 5 days prior written notice is given to the Lender in the form provided in Appendix A- Repayment Notice
- (b) No prep-payment shall be in an amount of less than \$100,000.00 without consent of the Lender
- (c) The Borrower shall pay the Lender an administration fee of \$500.00 and its solicitor's reasonable legal fees in respect to the discharge or repayment.

5. Renewal

Provided the Borrower is not in default of any of its obligations under the Commitment or any security delivered pursuant to the Commitment, the borrower may extend the maturity date of this Charge for a further twelve (12) months upon notice in writing to the Lender at least sixty (60) days prior to the then current Maturity Date. The Borrower shall pay all reasonable legal or other costs associated with such renewal.

6. Borrower Covenants

The Borrower covenants as follows and a breach of any covenant shall be a default under the terms of the Commitment and this Charge:

- a) The Borrower shall not assign, transfer or otherwise dispose of the Commitment, the property charged by this Charge (the "Property") and/or any security given pursuant to the Commitment including but not limited to this Charge without the Lender's prior written consent. The Commitment, this Charge and any other security held by the Lender may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower consents to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Property or within the possession or control of the Lender.
- b) Subject to paragraph 6(a) above, without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Property or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together with all accrued and unpaid interest thereon and any other amounts due under the Commitment, this Charge or any other security held by the Lender, shall become due and payable.

- c) The Borrower shall not commit any waste on the lands.
- d) The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or any change in the officers and directors or a change in the terms or the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.
- e) The Borrower shall not further charge, mortgage, encumber or suffer any other encumbrance or lien to be registered upon the property.
- f) In the event of a breach of any of the foregoing covenants, or any other covenants contained herein, by the Borrower then, at the option of the Lender, all monies outstanding, together with all accrued unpaid interest thereon and all other amounts due under this Charge or the Commitment shall become due and payable.

7. Events of Default

In addition to the events of default set out in the Standard Charge Terms, each and every of the following events shall constitute an event of default hereunder ("Event of Default"):

- a) the Borrower shall neglect to carry out or observe any of the covenants or conditions contained in this Schedule or the Commitment;
- b) an event of default described in the Commitment occurs;
- c) if the Borrower ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Borrower for the winding-up or liquidation of the Borrower;
- d) if the Borrower shall become insolvent or shall make a bulk sale of its assets, or shall make a general assignment for the benefit of its creditors or shall file a notice of intention to make or shall make a proposal under bankruptcy legislation, or if a bankruptcy petition shall be filed or presented against the or if a custodian or a sequestrator or a receiver and manager or any other officer with similar powers shall be appointed of the Borrower its property or any part thereof which is, in the opinion of the Lender, a substantial part thereof;
- e) if any proceedings are commenced in respect of the Borrower under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, or similar legislation of any other jurisdiction;
- f) if an encumbrancer shall lawfully take possession of the Property of the Borrower or any part thereof or if a distress or execution or any similar process be levied or enforced there against;
- g) if the Borrower shall make default in observing or performing any covenant, including any covenant for the payment of money, contained in any deeds or instruments evidencing or securing indebtedness where such default results in the acceleration of the due date of payment of such indebtedness;
- h) if the Borrower shall make default in observing or performing any covenant contained in any document executed in connection with this Charge, including the Commitment Letter;
- i) if there shall be expropriated or taken by power of eminent domain the whole or any part of the Property and the Lender is of the opinion that such expropriation or taking is prejudicial to the Charge; or
- j) if the Borrower ceases to be controlled by the same parties as set out in the Commitment.

8. Remedies Upon Event of Default


- a) Upon the occurrence of an Event of Default, the Lender may declare the principal and interest to be due and payable and the same shall forthwith become immediately due and payable and the shall forthwith pay to the Lender the principal together with all interest thereon at the rate from time to time in effect pursuant to the provisions of this Charge hereof from the date of the said declaration until payment is received by the Lender, such subsequent interest to be payable at the times and places and in the moneys mentioned herein.
- b) Upon the happening of any Event of Default, the Lender may exercise any rights, powers or remedies available to it at law or in equity or under applicable legislation and, in addition, shall have the following right, powers and remedies:
 - i) to enter upon and take possession of all or any part of the Property;
 - ii) to hold, use, repair, preserve and maintain all or any part of the Property and make such replacements thereof and additions thereto as the Lender shall deem advisable;
 - iii) to exercise all powers necessary to the performance of all functions provided for herein including without limitation the powers to purchase on credit, to money in the Borrower's name or in its own name and to advance its own money to the Borrower at such rates of interest as it may deem reasonable;
 - iv) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon all or any part of the Property whether by public auction or by private sale or lease in such manner as the Lender in its absolute discretion may determine, provided that it shall not be incumbent on the Lender to sell, lease or dispose of the said Property but that it shall be lawful for the Lender peaceably to use and possess the same without hindrance or interruption by the Borrower, or any other person or persons whomsoever, and to receive income from such Property and to convey, transfer and assign to a purchaser or purchasers the title to any undertaking, property and assets so sold and provided further that in the case of a sale on credit the Lender shall only be liable to account to the Borrower, any subsequent encumbrancers and others for moneys actually received by the Lender;
- (c) Upon the happening of any Event of Default that is not cured within the time frames set out here or in the Commitment, as applicable, the Lender may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Lender or not, and the Lender may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Property or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and 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, windup-up or other juridical proceedings relative to the Borrower. Any such receiver or receivers so appointed shall have power to take possession of the Property or any part thereof and to carry on the business of the Borrower, and to borrow money required for the maintenance, preservation or protection of the Property or any part thereof, and to further charge the Property in priority to the security constituted by this Commitment as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Property on such terms and conditions and in such manner as he shall determine. In exercising any powers, any such receiver or receivers shall act as agent or agents for the Borrower and the Lender shall not be responsible for his or their actions.

- d) In addition, the Lender may enter upon the applicable premises and lease or sell the whole or any part or parts of the Property. The Borrower agrees that it will be commercially reasonable to sell such part of the Property:
 - i) as a whole or in various units;
 - ii) by a public sale or call for tenders by advertising such sale; and
 - iii) by private sale.
- (e) Any 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 the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.
- (f) No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender 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. The term "Receiver" as used in this schedule includes a receiver and manager.
- (g) In the event of default by the Borrower or any Guarantor in their respective obligations under the Commitment, this Charge or any other security issued in connection with the Commitment to the Lender then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that the and/or any Guarantor is in default of its obligations under the Charge, Commitment or other security issued in connection with the Commitment. The said sum or sums are agreed to be liquidated damages in respect of the Lender's administration and management costs and are not intended nor shall they be construed as a penalty. All such sums payable to the Lender shall be added to and deemed to be outstanding principal and interest shall accrue thereon.

9. Paramountcy

This Charge shall be subject to the terms and conditions of the Commitment and in the event of any conflict between the terms hereof and those contained in the Commitment, or the Standard Charge Terms incorporated herein, the Lender in its sole discretion, shall determine which provisions shall take precedence and prevail. The Commitment shall not be deemed to merge with the terms of this Charge but shall survive the delivery and registration of this Charge and any default under the terms of the Commitment shall be and be deemed a default under the terms of this Charge and a default under the terms of this Charge shall be deemed a default under the terms of the Commitment.

***THIS IS EXHIBIT "R" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael A.", written over a horizontal line.

A Commissioner Etc.

Properties

PIN 09702 - 0295 LT
Description LT 260, PL 188 ; LUCAN BIDDULPH TWP.
Address 133 MAIN ST
 LUCAN

PIN 09702 - 0294 LT
Description LT 259, PL 188 ; LUCAN BIDDULPH TWP.
Address 135 MAIN ST
 LUCAN

PIN 09702 - 0293 LT
Description LTS 257 & 258, PL 188 ; LUCAN BIDDULPH TWP.
Address 139 MAIN STREET
 LUCAN

PIN 09702 - 0292 LT
Description LT 256, PL 188 ; LUCAN BIDDULPH TWP.
Address 141 MAIN ST
 LUCAN

PIN 09702 - 0291 LT
Description LTS 254 & 255, PL 188 ; LUCAN BIDDULPH TWP
Address 143 MAIN STREET
 LUCAN

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 2301402 ONTARIO LIMITED
Address for Service 465 Phillip Street, Suite 206
 Waterloo, ON, N2L 6C7
I, David Marshall, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
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Name MARSHALLZEHR GROUP INC.
Address for Service 465 Phillip Street, Suite 206
 Waterloo, ON, N2L 6C7

Statements

The applicant applies for the entry of a notice of general assignment of rents.
This notice may be deleted by the Land Registrar when the registered instrument, ER1286491 registered on 2020/02/05 to which this notice relates is deleted
Schedule: See Schedules

Signed By

Karen Grace Larocque	31 Union Street East Waterloo N2J 1B8	acting for Applicant(s)	Signed	2020 02 04
Tel 519-576-0460				
Fax 519-576-3234				
I have the authority to sign and register the document on behalf of all parties to the document.				
Karen Grace Larocque	31 Union Street East Waterloo N2J 1B8	acting for Party To(s)	Signed	2020 02 04
Tel 519-576-0460				
Fax 519-576-3234				
I have the authority to sign and register the document on behalf of all parties to the document.				

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP31 Union Street East2020 02 05
Waterloo
N2J 1B8

Tel519-576-0460

Fax519-576-3234

Fees/Taxes/Payment

Statutory Registration Fee\$65.05

Total Paid\$65.05

File Number

Applicant Client File Number :85708

Party To Client File Number :85708

✓

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS INDENTURE dated this 23rd day of December, 2019.

B E T W E E N:

2301402 ONTARIO LIMITED, with an address for service at 465 Phillip Street, Suite 206,
Waterloo, ON, N2L 6C7

(hereinafter called the "Borrower"),

OF THE FIRST PART;

-and-

MARSHALLZEHR GROUP INC., having a head office at 465 Phillip Street, Unit 206,
Waterloo, Ontario, N2L 6C7

(hereinafter called "Assignee"),

OF THE SECOND PART.

WHEREAS by a certain charge (the "Charge") dated December, 2019, in the face amount of \$15,000,000.00 which Charge was registered in the Land Registry Office for the Land Registry Division of Middlesex (No. 33) as the Instrument Number set out in the Statements section on the attached Notice of Assignment of Rents - General, the Borrower granted, mortgaged and charged to Assignee the lands and premises described therein, including those described in Schedule "A" annexed hereto (the said lands and premises together with the buildings, improvements and fixtures situate thereon being hereinafter referred to as the "Premises") to secure the payment to Assignee of the principal of, interest on and all other moneys which may become owing on or pursuant to the Charge (whenever in this Indenture reference is made to the Charge, it shall be deemed to include any renewals or extensions thereof and any Charges or mortgages taken in substitution therefor either in whole or in part); and

WHEREAS as security for the due performance by the Borrower of all the covenants contained in the Charge, the Borrower has agreed to assign, transfer and set over unto Assignee all the Borrower's right, title and interest in any and all leases or agreements to lease (the "Leases"), now or hereafter existing, of any and all portions of the Premises and all rents, charges and other monies (the "Rents") now due and payable or hereafter to become due and payable under the Leases.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and other good and valuable consideration the Borrower represents, covenants and agrees with Assignee as follows:

1. **Assignment.** The Borrower hereby irrevocably assigns, transfers and sets over unto Assignee, subject to no prior claim or assignment, the Leases and the Rents and all benefits and advantages to be derived therefrom, including any guarantees given to the Borrower in respect of the Leases and Rents, to hold and receive the same unto Assignee, its successors and assigns, with full power and authority to demand, collect, sue for, recover, receive receipts for the Rents and to enforce payment of the same in the name of the Borrower.
2. **Where Borrower not in Default.** Until the Borrower defaults under the covenants, terms and conditions contained in this Indenture or an event of default occurs under the Charge the Borrower may demand, receive, collect and enjoy the Rents only as the same fall due and payable and not in advance, but nothing shall permit or authorize the Borrower to collect or receive Rents contrary to the covenants contained herein.
3. **Remedies.** The Borrower, in the event of a default hereunder or under the Charge, hereby authorizes Assignee, at its option and in addition to any other rights it may have hereunder or under any other agreement or at common law or in equity, to deliver to any or all of the tenants, licencees or occupiers of the Premises notices to pay all Rents to Assignee and to collect such Rents and, in addition, enter upon the Premises by its officers, agents or employees for the purpose of collecting the Rents and/or operating and maintaining the Premises. The Borrower hereby authorizes Assignee generally to perform all such acts, including any acts by way of enforcement of the covenants and exercise of the rights contained in the Leases or otherwise, as may in the opinion of Assignee be necessary or desirable for the proper operation and maintenance of the Premises, which acts may be performed in the name of the Borrower or in the name of Assignee as in the absolute discretion of Assignee may seem proper or advisable. Assignee shall, after deduction of all collection charges and all expenses, which Assignee in its absolute discretion shall deem advisable to pay for the proper operation and maintenance of the Premises, credit the remainder of the moneys which it may receive in connection with the Premises on account of any amount or amounts due to Assignee from the Borrower in such manner as Assignee shall in its sole discretion determine. Notwithstanding anything herein, Assignee shall be liable to account only for such monies as shall actually come into its hands.
4. **Liability of Assignee.** In the exercise of the powers herein granted to Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by the Borrower. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this assignment, and the Borrower shall and does hereby agree to indemnify Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of agreements contained in the Leases. Should Assignee incur any such liability, loss or damage under the Leases or by reason of this assignment, or the defence of any such claims or demands, the amount thereof, including costs, expenses and all legal fees and disbursements, shall be secured hereby, and the Borrower shall reimburse Assignee therefore immediately upon demand.
5. **Receipts by Assignee.** The Borrower hereby agrees that all receipts given by Assignee to any lessee under the Leases on account of any Rents paid to Assignee in accordance with the terms of this Indenture shall constitute a good and valid discharge therefor to each lessee.

6. Not Mortgagee in Possession. Nothing herein contained shall be deemed to have the effect of making Assignee responsible for the collection of the Rents or any part thereof for the performance of any covenants, terms or conditions either by the lessor or any lessee contained in the Leases and Assignee shall not by virtue of this Indenture be deemed a mortgagee in possession of the Premises.

7. Perform Covenants of Landlord. The Borrower shall at all times perform all of the lessor's covenants and obligations contained in the Leases and any failure on the part of the Borrower thereunder shall constitute a default hereunder and shall be deemed to be default under the Charge. If so requested by Assignee, the Borrower will enforce the Leases and all remedies available to the Borrower against the lessees, in case of default under the Leases, or any of them, by the lessees.

8. Valid Leases. The Borrower hereby covenants with Assignee notwithstanding any act of the Borrower that the leases contained in Schedule "B" hereto, if any, are good, valid and subsisting leases and that the Borrower now has good right, full power and absolute authority to assign each such lease according to the true intent and meaning of this Indenture.

9. No Prepayment of Rents. The Borrower will not accept payment from any lessee in advance and will not cause payment to be made in advance on its direction for a period longer than provided in the respective lease and breach of this covenant shall be deemed to be default under the Charge.

10. Covenants. The Borrower shall not without the written approval of Assignee first had and obtained:

- (a) do or omit to do any act having the effect of terminating, cancelling or accepting the surrender of the Leases or any of them;
- (b) amend, alter or vary the terms and conditions of the Leases or any of them;
- (c) waive, reduce or abate any of its rights or remedies under the Leases or the obligations of any other parties thereunder or in respect thereof;
- (d) permit any material default or breach of covenant by any lessee under the Leases; and
- (e) enter into any Leases for any part of the Premises that are not bona fide leases with lessees with whom the Borrower deals at arm's length. The terms of any future leases must be approved by Assignee prior to execution (such consent not to be unreasonably withheld or delayed) and shall be at rental rates and terms consistent with comparable space in the area of the Premises.

11. Waiver of Covenants. Assignee may waive any default or breach of covenant and shall not be bound to serve any notice upon any lessee under the Leases upon the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.

12. Further Assurances. The Borrower covenants and agrees from time to time and at all times hereafter at the request of Assignee to execute and deliver at the expense of the Borrower such further assurances for better and more perfectly assigning to Assignee any Leases whether presently existing or hereafter created and the Rents payable thereunder in the manner aforesaid as Assignee may require and to execute, deliver and register, at the expense of the Borrower, all such documents as may be required to preserve, perfect and protect the security constituted hereby including all such renewals as may be required by relevant legislation, including the *Personal Property Security Act*.

13. Re-assignment. The assignment, transfer and setting over herein provided shall not be revoked or rescinded by any variation of the terms of the Charge or any extension of time for payment or otherwise but shall remain in full force and effect until the Borrower shall have performed all of its obligations under the Charge. A discharge of the Charge executed by Assignee shall operate as a re-assignment of the Leases and Rents without the need for any further conveyance, but Assignee shall, at the request and at the expense of the Borrower, execute and deliver a full re-assignment to the Borrower of the Leases and Rents and its all right, title and interest therein.

14. Binding Effect and Governing Law. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Borrower has executed this Indenture.

2301402 ONTARIO LIMITED

Per: 

Name: David Marshall

Title: President

I have authority to bind the Corporation

SCHEDULE "A"

DESCRIPTION OF PROPERTY

- PIN 09702-0295 (LT)**
Lot 260, Plan 188, Lucan Biddulph Township
133 Main Street, Lucan
- PIN 09702-0294 (LT)**
Lot 259, Plan 188, Lucan Biddulph Township
135 Main Street, Lucan
- PIN 09702-0293 (LT)**
Lots 257 & 258, Plan 188, Lucan Biddulph Township
139 Main Street, Lucan
- PIN 09702-0292 (LT)**
Lot 256, Plan 188, Lucan Biddulph Township
141 Main Street, Lucan
- PIN 09702-0291 (LT)**
Lot 254 & 255, Plan 188, Lucan Biddulph Township
143 Main Street, Lucan

SCHEDULE “B”

NONE

***THIS IS EXHIBIT "S" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***



A Commissioner Etc.

**MARSHALLZEHR GROUP INC.
SECURITY AGREEMENT**

To: **MarshallZehr Group Inc. ("MZG")**
465 Phillip Street, Suite 206
Waterloo, Ontario, N2L 6C7
Facsimile No. (519-342-0851)

From: **2301402 ONTARIO LIMITED ("Debtor")**
465 Phillip Street, Suite 206
Waterloo, ON, N2L 6C7
Fax: 519-342-0851

1. **General Security Interest.** As security for the payment and performance of all present and future indebtedness, liabilities and obligations of the Debtor to MZG, whether direct or indirect, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind, in any currency or otherwise, under or in respect of agreements or dealings between the Debtor and MZG or agreements or dealings between the Debtor and others by which MZG may be or become in any manner whatsoever a creditor of the Debtor including, without limitation, Obligations under (i) any and all letter agreements and offers to finance/or offers to lease (the "Offers of Finance") entered into by the Debtor and MZG from time to time, (ii) any promissory notes, guarantees or indemnities executed by the Debtor in favour of MZG, and (iii) this Security Agreement (all such indebtedness, liabilities, obligations, expenditures, costs and expenses are hereinafter collectively referred to as the "Obligations"), the Debtor hereby assigns, charges, pledges, mortgages and grants to MZG a security interest in all of the undertaking, property and assets of the Debtor, both real and personal, immovable and moveable, tangible and intangible, legal and equitable, of whatsoever nature and kind, now owned or hereafter acquired by or on behalf of the Debtor or in respect of which the Debtor now or hereafter has any right, title or interest (all of which is hereinafter called the "Collateral"), including without limitation:

- (a) **Intangibles** - all intangible property including without limitation book debts and accounts, all contractual rights and insurance claims, licences, computer software, warranties, ownership certificates, patents, trademarks, trade names, goodwill, copyrights and other industrial property of the Debtor;
- (b) **Books & Records** - all of the Debtor's, manuals, publications, letters, deeds, documents, writings, papers, invoices, books of account and other books relating to or being records of debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (c) **Equipment** - all of the Debtor's tools, machinery, equipment, apparatus, furniture, plants, fixtures, vehicles and other tangible personal property, other than Inventory (as defined below), (collectively, the "Equipment");
- (d) **Inventory** - all of the Debtor's tangible personal property held 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 (collectively, the "Inventory");
- (e) **Real Property** - all of the Debtor's real and immovable property, both freehold and leasehold, now or hereafter owned, acquired or occupied by the Debtor, together with all buildings, erections, improvements and fixtures situate upon or used in connection therewith, including any lease, verbal or written or any agreement therefor, (collectively, the "Real Property") provided, however, the last day of any term of any such lease, verbal or written, or any agreement therefor now held or hereafter held by the Debtor, is excepted out of the Real Property charged by this Security Agreement, but should such charge become enforceable the Debtor shall thereafter stand possessed of the last day of such leasehold interest upon trust to assign and dispose thereof as MZG may direct;
- (f) **Other Property** - the Debtor's undertaking and all of the Debtor's other property and assets including, without limitation, uncalled capital, judgments, rights, franchises, chattel paper, documents of title, goods, instruments, money and securities (as those terms are defined in the Personal Property Security Act governing this Security Agreement); and

- (g) **Proceeds** - all of the Debtor's property in any form derived directly or indirectly from any use or dealing with the Collateral or that indemnifies or compensates for loss of or damage to the Collateral (collectively, the "Proceeds");

but excepting that no interest is taken in any goods constituting "consumer goods" under the *Personal Property Security Act*, R.S.O. 1990, c. P.10.

2. **Attachment.** The security interest given hereunder will attach immediately upon the execution of this Security Agreement. The security interest granted hereby has not been postponed and will attach to any particular Collateral as soon as the Debtor has rights in such Collateral.

3. **Representations and Warranties of the Debtor.** The Debtor represents and warrants to MZG as follows:

- (a) The Debtor now owns or will own the Collateral, as the case may be, free and clear of any prior lien, security interest or encumbrance save and except for the security interest granted hereby and for those encumbrances as shown in Schedule "B" which have been validly perfected ("Permitted Encumbrances");
- (b) This Security Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Debtor;
- (c) The authorization, creation, execution and delivery of this Security Agreement and compliance with its terms
 - (i) does not and shall not contravene any applicable law, regulation, rule, order, judgment or injunction or the charter documents, by-laws or any unanimous shareholders' agreement of the Debtor; and
 - (ii) does not and shall not result in a breach of or a default under any indenture, instrument, lease, agreement or undertaking to which the Debtor is a party or by which it or the Collateral is or may become bound.

4. **General Covenants.** The Debtor hereby declares, covenants and agrees that it:

- (a) **Pay Costs** - shall pay all costs and expenses (including legal fees and disbursements on a solicitor and own client basis) of MZG incidental to or which in any way relates to this Security Agreement or its enforcement, including (i) the preparation, execution and filing of this Security Agreement and any instruments postponing, discharging, amending, extending or supplemental to this Security Agreement or any security required by any Offer of Finance ("MZG's Security"); (ii) perfecting and keeping perfected MZG's Security; (iii) maintaining the intended priority of MZG's Security on all or any part of the Collateral; (iv) taking, recovering or possessing the Collateral; (v) taking any actions or other proceedings to enforce the remedies provided herein or otherwise in relation to this Security Agreement or the Collateral, or by reason of a default under MZG's Security or the Offer of Finance or the non-payment of the moneys hereby secured; (vi) taking proceedings, giving notices and giving responses required under any applicable law concerning or relating to MZG's Security, including compliance with the provisions of applicable bankruptcy, insolvency, personal property security and mortgage enforcement legislation; (vii) responding to or participating in proceedings in the nature of those described in Sections 14(d), (e) and (f) hereof; and (viii) obtaining the advice of counsel and other advisors in relation to the foregoing;

all such costs and expenses and other monies payable hereunder, together with interest at the highest rate chargeable by MZG from time to time on the Obligations, shall form part of the Obligations, shall be payable by the Debtor on demand and shall be secured hereby;

- (b) **To Pay Rents and Taxes** - shall pay all rents, taxes and assessments lawfully imposed upon the Real Property where the Collateral is located or any part thereof when the same become due and payable, and shall show to MZG on request receipts for such payment;
- (c) **To Maintain Corporate Existence and Security** - shall maintain its corporate existence, shall maintain the security hereby created as valid, effective and perfected security at all times, shall observe and perform all of its obligations under leases, licences and other agreements to which it is a party so as to preserve and protect the Collateral and its value;

- (d) **Not to Sell** - shall not, except for Inventory sold in the ordinary course of business and except as otherwise permitted hereunder, remove, destroy, lease, sell or otherwise dispose or part with possession of any of the Collateral; provided that the Debtor may sell or otherwise dispose of furniture, machinery, equipment, vehicles and accessories which have become worn out or damaged or otherwise unsuitable for their purposes on condition that it shall substitute therefor, subject to the lien hereof and free from prior liens, security interests or encumbrances, property of equal value so that the security hereby constituted shall not thereby be in any way reduced or impaired;
- (e) **No Other Liens** - shall not create, assume or suffer to exist any charge, lien, federal or provincial government priority claim arising pursuant to statute including any deemed trust, security interest or encumbrance upon any Collateral other than Permitted Encumbrances. No provision hereof shall be construed as a subordination or postponement of the security interest created hereunder to or in favour of any other charge, lien, security interest or encumbrance, whether or not it is a Permitted Encumbrance, except that the Debtor may give security to its bankers on its Inventory or under assignments of its accounts receivable (except to the extent that such accounts receivable represent proceeds of the sale or disposition of Equipment or Real Property) and such security, if validly perfected, shall rank prior to the interest granted hereby on such Inventory and accounts receivable without further action by MZG;
- (f) **To Hold Proceeds of Unauthorized Sale in Trust** - in the event the Collateral or any part thereof is sold or disposed of prior to the full discharge of this Security Agreement by MZG, in any manner not authorized by this Security Agreement, shall hold all proceeds of such sale or disposition received by the Debtor as trustee for MZG until the Debtor has been fully released from this Security Agreement by MZG;
- (g) **To Insure** - shall keep insured the Collateral to its full insurable value or in such amounts as MZG may reasonably require against all risks, with insurers approved by MZG and will pay all premiums necessary for such purposes as the same shall become due; the proceeds under all policies of insurance are hereby assigned to MZG subject to Permitted Encumbrances as further security hereunder and shall be payable to MZG as its interest may appear and contain such mortgage clauses as MZG may require; such policies or contracts shall be in terms reasonably satisfactory to MZG and at the request of MZG shall be delivered to and held by MZG subject to the rights of the holders of Permitted Encumbrances;
- (h) **To Furnish Proofs** - shall forthwith on the happening of any loss or damage furnish at its expense all necessary proofs and do all necessary acts to enable MZG to obtain payment of the insurance moneys subject to the rights of the holders of Permitted Encumbrances;
- (i) **Inspection by MZG** - shall allow any employees or third parties retained by MZG at any reasonable time to enter the premises of the Debtor or others to inspect the Collateral and to inspect the books and records of the Debtor relating to the Collateral and make extracts therefrom, and shall permit MZG prompt access to such other persons, as MZG may deem necessary or desirable for the purposes of inspecting or verifying any matters relating to any part of the Collateral or the books and records of the Debtor relating to the Collateral, provided that any information so obtained shall be kept confidential, save as required by MZG in exercising its rights hereunder or pursuant to any applicable law or court order. The Debtor shall pay all costs and expenses of third parties (including legal fees and disbursements on a solicitor and own client basis) retained by MZG for purposes of inspection under this Section 4(i);
- (j) **Use and Maintenance** - shall cause the Equipment and Inventory to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent and duly qualified personnel. Any and all additions and accessions to and parts and replacements for the Equipment or Inventory shall immediately become subject to the security interest created hereby. The Debtor shall not change the intended use of the Collateral without the prior written consent of MZG which will not be unreasonably withheld or delayed;
- (k) **Location of Collateral** - shall keep the Collateral at the locations set forth in Schedule "A" hereto, except for goods in transit to such locations, or Inventory on lease or consignment, or with the prior written consent of MZG;

- (l) **No Affixation** - shall not permit the Collateral to be attached to or affixed to real or other personal property without the prior written consent of MZG which will not be unreasonably withheld or delayed. The Debtor shall obtain and deliver to MZG such waivers as MZG may reasonably request from any owner, landlord or mortgagee of premises on which the Collateral is located or to which the Collateral may become affixed or attached. The Debtor shall promptly do, execute and deliver all such further acts, documents, agreements or assurances as MZG may reasonably require for giving effect to the intent of this Security Agreement and shall register such notice or documents against the title to such premises as MZG may reasonably request to protect its interests hereunder and shall maintain plates or marks showing the name of MZG upon the Collateral as requested;
- (m) **Not to Remove** - prior to moving any of the Collateral from any location indicated in Schedule "A" hereto, or to leasehold property, the Debtor shall effect such further registrations and obtain such other consents and give such other security, at the sole cost and expense of the Debtor, as may be required or desirable to protect or preserve the security hereby created and to maintain the priority intended to be granted to MZG hereunder as against all others including landlords, and the Debtor shall forthwith notify MZG of the intended removal and the action proposed to be taken;
- (n) **Compliance with Environmental Laws**
- (i) shall conduct and maintain its business, operations, Real Property and the Collateral so as to comply in all respects with all applicable Environmental Laws, including obtaining all necessary licenses, permits, consents and approvals required to own or operate the Collateral and the business carried out on, at or from the Real Property;
 - (ii) except as specifically permitted by MZG in writing, it shall not permit or suffer to exist, Contaminants or dangerous or potentially dangerous conditions in, on or below the Real Property including, without limitation, any polychlorinated biphenyls, radio-active substances, underground storage tanks, asbestos or urea formaldehyde foam insulation;
 - (iii) has no knowledge of the existence of Contaminants or dangerous or potentially dangerous conditions at, on or under the Real Property or any properties in the vicinity of the Real Property which could affect the Real Property or the market value thereof or in levels that exceed the standards in Environmental Laws;
 - (iv) has no knowledge of the Real Property, or any portion thereof, having been used for the disposal of waste;
 - (v) has not given or received, nor does it have an obligation to give, any notice, claim, communication or information regarding any past, present, planned or threatened treatment, storage, disposal, presence, release or spill of any Contaminant at, on, under or from the Real Property or any property in the vicinity of the Real Property, including any notice pursuant to any Environmental Laws or any environmental report or audit. The Debtor shall notify MZG promptly and in reasonable detail upon receipt of any such claim, notice, communication or information or if the Debtor becomes aware of any violation or potential violation of the Debtor of any Environmental Laws and shall describe therein the action which the Debtor intends to take with respect to such matter;
 - (vi) shall at the Debtor's expense establish and maintain a system to assure and monitor continued compliance with, and to prevent the contravention of, Environmental Laws, which system shall include periodic reviews of such compliance system and the Debtor shall provide an annual report to MZG regarding the Debtor's environmental performance, and the effectiveness of such system;
 - (vii) shall promptly advise MZG in writing of any material adverse change in the environmental or other legal requirements affecting the Debtor or the Collateral or the Real Property upon the Debtor becoming aware of any such change, and the Debtor shall provide MZG with a copy of any of the orders, by-laws,

agreements or other documents pursuant to which any such change is effected or documented;

- (viii) shall at the Debtor's expense promptly take or cause to be taken any and all necessary remedial or clean-up action in response to the presence, storage, use, disposal, transportation, release or discharge of any Contaminant in, on, under or about any of the Real Property, or used by the Debtor, in compliance with all material laws including, without limitation, Environmental Laws, and in accordance with the orders and directions of all applicable federal, state, provincial, municipal and local governmental authorities;
- (ix) shall deliver to MZG a true and complete copy of all environmental audits, evaluations, assessments, studies or tests relating to the Real Property, the Collateral or the Debtor now in its possession or control or forthwith after the completion thereof, or upon such materials coming into the Debtor's possession or control;
- (x) shall at the Debtor's expense, if reasonably requested by MZG in writing, retain an environmental consultant acceptable to MZG, acting reasonably, to undertake environmental tests and to prepare a report or audit with respect to the Real Property and deliver same to MZG for its review; and
- (xi) shall indemnify and save harmless MZG, its officers, directors, employees, agents and shareholders from and against all losses, liabilities, damages or costs (including legal fees and disbursement on a solicitor and own client basis) suffered including, without limitation, the cost or expense of any environmental investigation, the preparation of any environmental or similar report, and the costs of any remediation arising from or relating to any breach of the foregoing covenants of this Section 4(n), any breach by the Debtor or any other person now or hereafter having an interest in the Collateral or the Real Property which is asserted or claimed against MZG; the presence, in any form, of any Contaminant on or under the Real Property, or the discharge, release, spill or disposal of any contaminant by the Debtor, which is asserted or claimed against any of these indemnified persons. This indemnity shall survive the payment in full of all amounts secured hereby and the discharge of this Security Agreement. MZG shall hold the benefit of this indemnity in trust for those indemnified persons who are not parties to this Security Agreement.
- (xii) For the purposes hereof:
 - a. "Contaminant" means any solid, liquid, gas, odour, heat, sound, smoke, waste, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause: (i) impairment of the quality of the natural environment for any use that can be made of it, (ii) injury or damage to property or to plant or animal life, (iii) harm or material discomfort to any person, (iv) an adverse affect on the health of any person, (v) impairment of the safety of any person, (vi) rendering any property or plant or animal life unfit for use by man, (vii) loss of enjoyment of normal use of property, or (viii) interference with the normal conduct of business, and includes any pollutant or contaminant as defined in any applicable Environmental Laws and any biological, chemical or physical agent which is regulated, prohibited, restricted or controlled; and
 - b. "Environmental Laws" means the common law and all applicable federal, provincial, local, municipal, governmental or quasi-governmental laws, rules, regulations, policies, guidelines, licences, orders, permits, decisions or requirements concerning Contaminants, occupational or public health and safety or the environment and any other order, injunction, judgment, declaration, notice or demand issued thereunder.
- (o) **Financial Statements** - shall deliver to MZG, in accordance with the terms of any Offers of Finance, its interim and annual financial statements, all of which financial statements shall be signed by an authorized officer of the Debtor and prepared in accordance with generally accepted accounting principles. The Debtor shall at the same

time deliver to MZG copies of all management reports prepared by the accountants or auditors of the Debtor together with any other statements stipulated in any Offer of Finance;

- (p) **Offers of Finance** - shall comply with all provisions of the Offers of Finance, including executing and delivering all such documents as may be necessary to maintain in force the pre-authorized payment system specified in any Offer of Finance.

5. **Collection of Debts.** Upon the occurrence of an event of default hereunder, MZG may, without exercising any of its other rights or remedies hereunder, give notice of the security interest in, and the assignment to, MZG of any debt or liability forming part of the Collateral and may direct such person to make all payments on account of any such debt or liability to MZG.

6. **Waiver of Covenants.** MZG may waive in writing any breach by the Debtor of any of the provisions contained in this Security Agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, provided that no such waiver or any other act, failure to act or omission by MZG shall extend to or be taken in any manner to affect any subsequent breach or default or the rights of MZG resulting therefrom. All rights and remedies of MZG granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

7. **Performance of Covenants by MZG.** If the Debtor shall fail to perform any covenant on its part herein contained, MZG may in its absolute discretion perform any such covenant capable of being performed by it, but MZG shall be under no obligation to do so. If any such covenant requires the payment of money or if the Collateral or any part thereof shall become subject to any charge, lien, security interest or encumbrance ranking in priority to the security interest created hereby, MZG may in its absolute discretion make such payment and/or pay or discharge such charge, lien, security interest or encumbrance, but MZG shall be under no obligation to do so. All sums so paid by MZG, together with interest at the highest rate chargeable by MZG from time to time on the Obligations, shall be payable by the Debtor on demand and shall constitute a charge upon the Collateral. No such performance or payment shall relieve the Debtor from any default hereunder or any consequences of such default.

8. **Appointment of Monitor.** If in the opinion of MZG, acting reasonably, a material adverse change has occurred in the financial condition of the Debtor, or if MZG in good faith believes that the ability of the Debtor to pay any of its obligations to MZG or to perform any other covenant contained herein has become impaired or if an event of default has occurred, MZG may by written notice to the Debtor, appoint a monitor (the "Monitor") to investigate any or a particular aspect of the Collateral, the Debtor or its business and affairs for the purpose of reporting to MZG. The Debtor shall give the Monitor its full co-operation, including full access to facilities, assets and records of the Debtor and to its creditors, customers, contractors, officers, directors, employees, auditors, legal counsel and agents. The Monitor shall have no responsibility for the affairs of the Debtor nor shall it participate in the management of the Debtor's affairs and shall incur no liability in respect thereof or otherwise in connection with the Debtor, its business and affairs or the Collateral. The Monitor shall act solely on behalf of MZG and shall have no contractual relationship with the Debtor as a consultant or otherwise. The appointment of a Monitor shall not be regarded as an act of enforcement of this Security Agreement. All reasonable fees and expenses of the Monitor (including legal fees and disbursements on a solicitor and own client basis) shall be paid by the Debtor upon submission to it of a written invoice therefor. MZG may at its option upon the occurrence of an event of default appoint or seek to have appointed the Monitor as receiver, receiver and manager, liquidator, or trustee in bankruptcy of the Debtor or the Collateral or any part thereof.

9. **Application of Insurance Proceeds.** Any insurance moneys received by MZG may at the option of MZG be applied to rebuilding or repairing the Collateral, or be paid to the Debtor, or any such moneys may be applied in the sole discretion of MZG, in whole or in part, to the repayment of the Obligations or any part thereof whether then due or not, with any partial payments to be credited against principal instalments payable thereunder in inverse order of their maturity dates.

10. **No Merger or Novation.** The taking of any judgment or the exercise of any power of seizure or sale shall not operate to extinguish the liability of the Debtor to perform its obligations hereunder or to pay the Obligations hereby secured, shall not operate as a merger of any covenant herein contained or affect the right of MZG to interest in effect from time to time hereunder and the acceptance of any payment or other security shall not constitute or create any novation. The execution and delivery of this Security Agreement or of any instruments or documents supplemental hereto shall not operate as a merger of any representation, warranty, term, condition or other provision contained in any other obligation or indebtedness of the Debtor to MZG or under any Offer of Finance.

11. **Security in Addition.** The security hereby constituted is in addition to any other security now or hereafter held by MZG. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the moneys secured hereby, shall not release or affect the security created hereby.

12. **Partial Discharges.** MZG may in its sole discretion grant partial discharges or releases of security in respect of any of the Collateral on such terms and conditions as it shall deem fit and no such partial discharges or releases shall affect the remainder of the security created hereby nor shall it alter the obligations of the Debtor under the Obligations or hereunder.

13. **Notice of Change.** The Debtor shall immediately notify MZG in writing of any proposed change and any actual change in the Debtor's name or address, the location of, and details of any loss or damage to, the Collateral, and the details of any claims or litigation affecting the Debtor or Collateral. The Debtor agrees to execute at the Debtor's expense, any instruments, notices or other documents required to effect any registration which MZG deems necessary to protect its interest in the Collateral in any jurisdiction.

14. **Events of Default.** Each of the following events shall constitute an "event of default":

- (a) the Debtor does not pay any of the Obligations when due;
- (b) the Debtor ceases or threatens to cease to carry on its business or defaults in the performance or observance of any of the covenants in Sections 4(d), (e), (i) or (m) or Section 8 hereof;
- (c) if the Debtor defaults in the performance or observance of any condition or covenant contained in this Security Agreement, other than as referred to elsewhere in this Section 14, in any other security previously, now or hereafter granted to MZG by the Debtor or in any other instrument or agreement (including any offer of finance) which the Debtor and MZG are parties to (whether alone or with others) or issued by either the Debtor or MZG to the other, and such default continues for ten (10) days after written notice thereof to the Debtor by MZG;
- (d) the Debtor becomes bankrupt or insolvent or commits an act of bankruptcy, or any proceeding is commenced against, by or affecting the Debtor:
 - (i) seeking to adjudicate it a bankrupt or insolvent;
 - (ii) seeking liquidation, dissolution, winding up, restructuring, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any reorganization, arrangement or compromise of debt under the laws of its jurisdiction of incorporation or organization); or
 - (iii) seeking appointment of a receiver, receiver and manager, liquidator, trustee, agent, custodian or other similar official for it or for any part of its properties and assets, including the Collateral or any part thereof;
- (e) any order or judgment is issued by a court granting any of the relief referred to in Section 14(d) hereof;
- (f) if an encumbrancer or secured creditor shall appoint a receiver or agent or other similar official over any part of the Collateral, or take possession of any part of the Collateral or if any execution, distress or other process of any court becomes enforceable against any Collateral, or a distress or like process is levied upon any of such Collateral;
- (g) if the Debtor takes any proceedings for its dissolution, liquidation or amalgamation with another company or if the legal or corporate existence of the Debtor shall be terminated by expiration, forfeiture or otherwise;
- (h) if there is any material misrepresentation or misstatement contained in any certificate or document delivered by an officer or director of the Debtor in connection with any financing provided by MZG;

- (i) if any representation, warranty or statement made on behalf of the Debtor in any Offer of Finance or any instrument made pursuant thereto is or becomes untrue in any material respect;
- (j) if any guarantor of the obligations of the Debtor to MZG defaults in the performance of any condition or covenant in favour of MZG or if any party to an instrument or agreement supplemental or collateral to this Security Agreement or the financing provided for herein defaults thereunder, and such default continues for ten (10) days after written notice thereof to the Debtor by MZG;
- (k) if MZG, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance of any of the Obligations is or is about to be impaired or that the Collateral or any part thereof is or is about to be placed in jeopardy;
- (l) if voting control of the Debtor as provided for in any Offer of Finance or as subsequently effected with MZG's prior written consent, shall change without the prior written consent of MZG; or
- (m) if a default occurs under any agreement, promissory note, debt obligation, guarantee or otherwise now or hereafter granted to any other bank or financial institution by the Debtor.

15. **Enforcement.** Upon the happening of any event of default, the security granted herein shall become immediately enforceable and MZG may at its option declare this Security Agreement to be in default and may exercise any rights, powers or remedies available to MZG at law or in equity or under the Personal Property Security Act or other applicable legislation and, in addition, may exercise one or more of the following rights, powers or remedies, which rights, powers and remedies are cumulative:

- (a) to declare the full amount of the Obligations to be immediately due and payable;
- (b) to terminate the Debtor's right to possession of the Collateral, cause the Debtor to immediately assemble and deliver the Collateral at such place or places as may be specified by MZG, and enter upon the premises where the Collateral is located and take immediate possession thereof, whether it is affixed to the realty or not, and remove the Collateral without liability to MZG for or by reason of such entry or taking of possession, whether for damage to property caused by taking such or otherwise;
- (c) to enter upon and hold, possess, use, repair, preserve and maintain all or any part of the Collateral and make such replacements thereof and additions thereto as MZG shall deem advisable;
- (d) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon the whole of any part of the Collateral whether by public or private sale as MZG in its absolute discretion may determine without notice to the Debtor or advertisement and after deducting from the proceeds of sale (including legal fees and disbursements on a solicitor and his own client basis) incurred in the repossession, sale, lease or other disposition of the Collateral apply the proceeds thereof to the Obligations in the manner and order to be determined by MZG, provided however that MZG shall only be liable to account to the Debtor, any subsequent encumbrancers and others for money actually received by MZG and provided that the Debtor shall pay any deficiency forthwith;
- (e) to appoint by instrument in writing any person or persons to be a receiver or receiver and manager of all or any portion of the Collateral, to fix the receiver's remuneration and to remove any receiver so appointed and appoint another or others in its stead;
- (f) to apply to any court of competent jurisdiction for the appointment of a receiver or receiver and manager for all or any portion of the Collateral; and
- (g) to retain the Collateral in satisfaction of the Obligations.

16. **Powers of Receiver.**

- (a) Any receiver (which term includes a receiver and manager) shall have all of the powers of MZG set forth in this Security Agreement and, in addition, shall have the following powers:

- (i) to lease all or any portion of the Collateral and for this purpose execute contracts in the name of the Debtor, which contracts shall be binding upon the Debtor and the Debtor hereby irrevocably constitutes such receiver as its attorney for such purposes;
 - (ii) to take possession of the Collateral, collect all rents, issues, incomes and profits derived therefrom and realize upon any additional or collateral security granted by the Debtor to MZG and for that purpose may take any proceedings in the name of the Debtor or otherwise; and
 - (iii) to carry on or concur in carrying on the business which the Debtor is conducting and for that purpose the receiver may borrow money on the security of the Collateral in priority to this Security Agreement;
- (b) Any receiver appointed pursuant to the provisions hereof shall be deemed to be the agent of the Debtor for the purposes of:
- (i) carrying on and managing the business and affairs of the Debtor, and
 - (ii) establishing liability for all of the acts or omissions of the receiver while acting in any capacity hereunder and MZG shall not be liable for such acts or omissions,

provided that, without restricting the generality of the foregoing, the Debtor irrevocably authorizes MZG to give instructions to the receiver relating to the performance of its duties as set out herein.

17. **Application of Moneys.** All moneys actually received by MZG or by the receiver pursuant to Sections 15 and 16 of this Security Agreement shall be applied:

- (a) first, in payment of those claims, if any, of secured creditors of the Debtor (including any claims of the receiver pursuant to Section 16(a), ranking in priority to the charges created by this Security Agreement as directed by MZG or the receiver;
- (b) second, in payment of all costs, charges and expenses of and incidental to the appointment of the receiver (including legal fees and disbursements on a solicitor and own client basis) and the exercise by the receiver or MZG of all or any of the powers granted to them under this Security Agreement, including the reasonable remuneration of the Receiver or any agent or employee of the receiver or any agent of MZG and all outgoings properly paid by the receiver or MZG in exercising their powers as aforesaid;
- (c) third, in or towards the payment to MZG of all other obligations due to it by the Debtor in such order as MZG in its sole discretion may determine;
- (d) fourth, in or towards the payment of the obligation of the Debtor to persons if any, with security interests against Collateral ranking subsequent to those in favour of MZG; and
- (e) fifth, subject to applicable law any surplus shall be paid to the Debtor.

18. **Possession of Collateral.** The Debtor acknowledges that MZG or any receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from MZG or any such Receiver to assemble and deliver possession of the Collateral at such place or places as directed.

19. **Deficiency.** The Debtor shall remain liable to MZG for any deficiency after the proceeds of any sale, lease or disposition of Collateral are received by MZG and applied in accordance with the provisions of Section 17(c) hereof.

20. **Assignment.** This Security Agreement may be assigned by MZG to any other person and, if so assigned, the assignee shall have and be entitled to exercise any and all discretions, rights and powers of MZG hereunder, and all references herein to MZG shall include such assignee. The Debtor may not assign this Security Agreement or any of its rights or obligations hereunder. This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Security Agreement and the security interest or any part thereof to enforce any rights hereunder, the Debtor shall

not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against MZG.

21. **Limited Power of Attorney.** The Debtor hereby appoints MZG as the Debtor's attorney, with full power of substitution, in the name and on behalf of the Debtor, to execute, deliver and do all such acts, deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Debtor has agreed to execute, deliver and do hereunder, under any Offer of Finance or otherwise, or as may be required by MZG or any receiver to give effect to this Security Agreement or in the exercise of any rights, powers or remedies hereby conferred on MZG or any receiver, and generally to use the name of the Debtor in the exercise of all or any of the rights, powers or remedies hereby conferred on MZG or any receiver. This appointment, being coupled with an interest, shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Debtor or for any other reason.

22. **Severability.** Each of the provisions contained in this Security Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Security Agreement.

23. **Notices.** Any notice required or desired to be given hereunder or under any Offer of Finance or under any instrument supplemental hereto shall be in writing and may be given by personal delivery, by facsimile or other means of electronic communication or by sending the same by registered mail, postage prepaid, to MZG or to the Debtor at their respective addresses set out above and, in the case of electronic communication, to the facsimile numbers set out above. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice sent by facsimile or other means of electronic transmission shall be deemed to have been delivered on the Business Day following the sending of the notice, and any notice so mailed shall be conclusively deemed given on the third Business Day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall not be given by mail. Any address for notice or payments herein referred to may be changed by notice in writing given pursuant hereto.

Notwithstanding the foregoing, if the Personal Property Security Act requires that notice be given in a special manner, then such notice or communication shall be given in such manner.

24. **General.**

- (i) The Debtor authorizes MZG to file such financing statements, notices of security interest, caveats and other documents and do such acts and things as MZG may consider appropriate to perfect its security in the Collateral, to protect and preserve its interest in the Collateral and to realize upon the Collateral.
- (ii) Nothing in this Security Agreement will in any way obligate MZG to advance any funds, or otherwise make or cause to make credit available to the Debtor, nor will MZG have any liability for any failure or delay in its part to exercise any rights hereunder.
- (iii) If more than one Debtor executes this Security Agreement, the obligations of such Debtors hereunder shall be joint and several.
- (iv) The division of this Security Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Security Agreement.
- (v) When the context so requires, the singular shall include the plural and vice versa and words importing gender include all genders; all rights, advantages, privileges, immunities, powers and things hereby secured to the Debtor shall be equally secured to and exercised by its successors and assigns.
- (vi) Time is of the essence in this Security Agreement.
- (vii) The Debtor, if a corporation, waives the rights, benefits and protection given by and agrees that The Limitation of Civil Rights Act and The Land Contracts (Actions) Act, both of Saskatchewan, shall not apply to this Security Agreement or to any agreement renewing or extending this Security Agreement or to the rights, powers or remedies of MZG under this Security Agreement or under any agreement renewing or extending this Security Agreement.

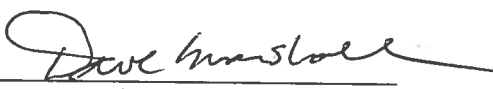
- (viii) Without limiting any other right of MZG, whenever the security granted hereunder becomes enforceable or MZG has the right to declare the security granted hereunder to be immediately due and payable (whether or not it has so declared), MZG may, in its sole discretion, set off against the Obligations any and all amounts then owed to Debtor by MZG in any capacity, whether or not due, and MZG shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on MZG's records subsequent thereto.
- (ix) MZG may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as MZG may see fit without prejudice to the liability of Debtor or MZG's right to hold and realize the security granted hereunder. Furthermore, MZG may demand, collect and sue on Collateral in either Debtor's or MZG's name, at MZG's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments (as defined in the Personal Property Security Act) pertaining to or constituting Collateral.
- (x) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the security interest granted hereunder, or any part thereof, to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against MZG.
- (xi) MZG may provide any financial and other information it has about Debtor, the security interest granted hereunder and the Collateral to anyone acquiring or who may acquire an interest in the security interest granted hereunder or the Collateral from MZG or anyone acting on behalf of MZG.

25. **Receipt.** The Debtor acknowledges that it has received an executed copy of this Security Agreement and, to the extent permitted by law, waives all rights to receive from MZG a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement or any supplemental or collateral security granted to MZG.

26. **Governing Law.** This Security Agreement or any amendment or renewal thereof will be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and the Debtor hereby irrevocably attorns to the jurisdiction of the courts of such province.

The Debtor has duly executed this Security Agreement on the 23rd day of December, 2019.

2301402 ONTARIO LIMITED

Per: 
Name: David Marshall
Title: President
I have authority to bind the Corporation.

Schedule "A"

LEGAL DESCRIPTION

PIN 09702-0295 (LT)

Lot 260, Plan 188, Lucan Biddulph Township
133 Main Street, Lucan

PIN 09702-0294 (LT)

Lot 259, Plan 188, Lucan Biddulph Township
135 Main Street, Lucan

PIN 09702-0293 (LT)

Lots 257 & 258, Plan 188, Lucan Biddulph Township
139 Main Street, Lucan

PIN 09702-0292 (LT)

Lot 256, Plan 188, Lucan Biddulph Township
141 Main Street, Lucan

PIN 09702-0291 (LT)

Lot 254 & 255, Plan 188, Lucan Biddulph Township
143 Main Street, Lucan

Schedule "B"

PERMITTED ENCUMBRANCES

- (i) liens for taxes, assessments, governmental charges or levies not at the time due;
- (ii) easements, rights of way or other similar rights in land which in the aggregate do not materially impair the usefulness in the business of the Debtor of the property subject thereto;
- (iii) rights reserved to or vested in any municipal, governmental or other public authority by the terms of any lease, licence, franchise, grant or permit, or by any statutory provision, to terminate the same or to require annual or other periodic payments as a condition to the continuance thereof;
- (iv) any charge, lien, security interest or encumbrance the validity of which is being contested by the Debtor in good faith and in respect of which either there shall have been deposited with MZG cash in an amount sufficient to satisfy the same or MZG shall be otherwise satisfied that its interests are not prejudiced thereby;
- (v) validly perfected security given by the Debtor to its bankers on its Inventory or under assignments of its accounts receivable, except to the extent that such accounts receivable represent proceeds of the sale or disposition of Equipment or Real Property; and
- (vi) purchase money security interests consisting of any validly perfected charge, lien, security interest or other encumbrance, created, assumed or arising by operation of law after the date hereof, to provide or secure the whole or any part of the consideration for the acquisition of tangible personal property other than Inventory, where
 - (A) the principal amount secured thereby does not exceed the cost to the Debtor of such property,
 - (B) the Debtor's obligation to repay is secured only by the property so acquired by the Debtor,
 - (C) the property is not being acquired as a replacement or substitution for property and assets which are specifically charged hereby, and
 - (D) such security includes the renewal or refinancing of any such purchase money security interest on the same property provided that the indebtedness secured and the security therefor is not increased and remains validly perfected.
- (vii) PPSA registrations

File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
					CG	I	E	A	O	MV
1. 689580936 PPSA	1	20130819 1529 1862 2307 Reg. 5 year(s) Expires 19AUG 2023	2301402 ONTARIO INC.	2233525 ONTARIO INC.			X	X	X	X
	No Fixed Maturity Date									
	2	20140723 1418 1862 7078 J OTHER	2301402 ONTARIO LIMITED							
SUBORDINATION										
Reason for Amendment: 2233525 ONTARIO INC. HAS EXECUTED AN ACKNOWLEDGEMENT OF POSTPONEMENT OF ITS SECURITY INTEREST UNDER PPSA FILE NUMBER 689580936 TO PPSA FILE NUMBERS 698074785, 698074812, 698075127 AND 698075163										

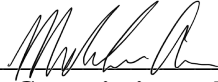
3	20160527 1729 1862 7312 J OTHER	2301402 ONTARIO LIMITED							
SUBORDINATION									
Reason for Amendment: POSTPONEMENT BY 2233525 ONTARIO INC. IN FAVOUR OF BANK OF MONTREAL REGISTRATION NO. 20160527171618627310 AND FILE NO. 717060663									
4	20180807 0945 1862 9718 B RENEWAL Renew 5 year(s)	2301402 ONTARIO INC.							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	698074785 PPSA	5	20140716 1547 1862 6577 Reg. 5 year(s) Expires 16JUL 2029	2301402 ONTARIO LIMITED PRINCE GEORGE RETIREMENT RESIDENCE	MARSHALLZEHR GROUP INC.		X	X	X	X	X
No Fixed Maturity Date											
		6	20160527 1746 1862 7313 J OTHER	2301402 ONTARIO LIMITED							
SUBORDINATION											
Reason for Amendment: POSTPONEMENT BY MARSHALLZEHR GROUP INC. IN FAVOUR OF BANK OF MONTREAL REGISTRATION NO. 20160527171618627310 AND FILE NO. 717060663											
		7	20190605 0951 1862 0850 B RENEWAL Renew 5 year(s)	2301402 ONTARIO LIMITED							
		8	20190710 1346 1862 3314 B RENEWAL Renew 5 year(s)	2301402 ONTARIO LIMITED							
3.	698074812 PPSA	9	20140716 1549 1862 6578 Reg. 5 year(s) Expires 16JUL 2029	2301402 ONTARIO LIMITED PRINCE GEORGE RETIREMENT RESIDENCE	MARSHALLZEHR GROUP INC		X	X	X	X	X
No Fixed Maturity Date											
		10	20160527 1753 1862 7316 J OTHER	2301402 ONTARIO LIMITED							

SUBORDINATION									
Reason for Amendment: POSTPONEMENT BY MARSHALLZEHR GROUP INC. IN FAVOUR OF BANK OF MONTREAL REGISTRATION NO. 20160527171618627310 AND FILE NO. 717060663									
11	20190605 1000 1862 0853	2301402 ONTARIO LIMITED							
	B RENEWAL Renew 5 year(s)								
12	20190710 1352 1862 3317	2301402 ONTARIO LIMITED							
	B RENEWAL Renew 5 year(s)								
4.	File No. 698075127 PPSA	Enquiry Page No. 13	Reg. No. 20140716 1551 1862 6579 Reg. 5 year(s) Expires 16JUL 2029	Debtor(s) 2301402 ONTARIO LIMITED PRINCE GEORGE RETIREMENT RESIDENCE	Secured Party MARSHALLZEHR GROUP INC.	Collateral Class. CG I E A O M V			
								X	X
No Fixed Maturity Date									
General Collateral Description: ASSIGNMENT OF RENTS COVERING THE PROPERTIES MUNICIPALLY KNOWN AS 143 MAIN STREET, LUCAN ONTARIO, 141 MAIN STREET, LUCAN, ONTARIO AND 139 MAIN STREET, LUCAN, ONTARIO									
14	20140724 1040 1862 7142	2301402 ONTARIO LIMITED							
	A AMNDMNT								
Reason for Amendment: TO ADD 135 MAIN STREET, LUCAN, ONTARIO TO THE GENERAL COLLATERAL DESCRIPTION									
15	20160527 1751 1862 7314	2301402 ONTARIO LIMITED							
	J OTHER								
SUBORDINATION									
Reason for Amendment: POSTPONEMENT BY MARSHALLZEHR GROUP INC. IN FAVOUR OF BANK OF MONTREAL REGISTRATION NO. 20160527171618627310 AND FILE NO. 717060663									
16	20190605 0954 1862 0851	2301402 ONTARIO LIMITED							
	B RENEWAL Renew 5 year(s)								
17	20190710 1349 1862 3316	2301402 ONTARIO LIMITED							
	B RENEWAL Renew 5 year(s)								

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						
						CG	I	E	A	O	MV	
5.	698075163 PPSA	18	20140716 1552 1862 6580 Reg. 5 year(s) Expires 16JUL 2029	2301402 ONTARIO LIMITED PRINCE GEORGE RETIREMENT RESIDENCE	MARSHALLZEHR GROUP INC.				X	X		
		No Fixed Maturity Date										
		General Collateral Description: ASSIGNMENT OF RENTS COVERING THE PROPERTIES MUNICIPALLY KNOWN AS 143 MAIN STREET, LUCAN, ONTARIO, 141 MAIN STREET, LUCAN, ONTARIO AND 139 MAIN STREET, LUCAN, ONTARIO.										
		19	20140724 1039 1862 7141 A AMNDMNT	2301402 ONTARIO LIMITED								
		Reason for Amendment: TO ADD 135 MAIN STREET, LUCAN, ONTARIO TO THE GENERAL COLLATERAL DESCRIPTION										
		20	20160527 1752 1862 7315 J OTHER	2301402 ONTARIO LIMITED								
		SUBORDINATION										
		Reason for Amendment: POSTPONEMENT BY MARSHALLZEHR GROUP INC. IN FAVOUR OF BANK OF MONTREAL REGISTRATION NO. 20160527171618627310 AND FILE NO. 717060663										
		21	20190606 1524 1862 1014 B RENEWAL Renew 5 year(s)	2301402 ONTARIO LIMITED								
		22	20190710 1355 1862 3320 B RENEWAL Renew 5 year(s)	2301402 ONTARIO LIMITED								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						
						CG	I	E	A	O	MV	
6.	717060663 PPSA	23	20160527 1716 1862 7310 Reg. 5 year(s) Expires 27MAY 2021	2301402 ONTARIO LIMITED	BANK OF MONTREAL		X	X	X	X	X	

***THIS IS EXHIBIT "T" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael A.", written over a horizontal line.

A Commissioner Etc.

GUARANTEE

THIS GUARANTEE dated as of February 7, 2022.

TO: MARSHALLZEHR GROUP INC. (the “Lender”)

RE: MZGI No. 306

WHEREAS:

- A. The Lender has agreed to extend a loan in the principal amount not exceeding Seventeen Million Two Hundred Sixty-Two Thousand Six Hundred Forty-Three (\$17,262,643.59) Dollars and Fifty-Nine Cents (the “**Loan**”) in favour of 2301402 Ontario Limited (the “**Borrower**”) on the terms and subject to the conditions as set out in a commitment letter dated July 4, 2014, as amended from time to time (collectively, the “**Commitment**”), issued in connection with the Loan; and
- B. The Loan is being advanced to the Borrower by the Lender on the condition that 2745859 Ontario Inc. and 2233525 Ontario Inc. (collectively, the “**Covenantor**”) execute and deliver this Guarantee.

NOW THEREFORE in consideration of the Lender making the advance of the Loan and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the Covenantor hereby acknowledges and agrees as follows:

- 1. Subject to and in accordance with the provisions of the Commitment, the Covenantor hereby guarantees, on a joint and several basis, as if the Covenantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:
 - (a) all amounts expressed to be owing to the Lender pursuant to the Commitment and all agreements, instruments and other documents, whether referred to in the Commitment or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Commitment and any such instrument and other documents are sometimes hereinafter collectively called the “**Loan Documents**”);
 - (b) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a substantial indemnity basis) arising out of or incurred by the Lender in connection with any one or more of the following:
 - (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;
 - (ii) the enforcement of this Guarantee; and
 - (iii) any action or other proceeding instituted by the Lender, the Borrower, the Covenantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall only apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the “**Liabilities**”) and any ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Covenantor hereunder is not cancellable or terminable by the Covenantor (whether or not the entire Loan has been advanced).
3. All indebtedness and liability, present and future, of the Borrower to the Covenantor are hereby assigned to the Lender and postponed to the Liabilities, and all moneys received by the Covenantor in respect thereof shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender, the whole without in any way limiting or lessening the liability of the Covenantor under this Guarantee; and this assignment and postponement is independent of this Guarantee and shall remain in full effect notwithstanding that the liability of the Covenantor under this Guarantee may be extinct.
4. The Covenantor’s liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Covenantor. Such demand may be given by personal delivery to the Covenantor or by sending such demand to the Covenantor by telecopier or by prepaid registered mail to the last address of the Covenantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Covenantor is mailed.
5. The Covenantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.
6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:
 - (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make Loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Covenantor or any other person whatsoever;
 - (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;
 - (c) the application by the Lender of any monies received from the Borrower, the Covenantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

- (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution or the loss of corporate existence of the Borrower or the Covenantor, the release or discharge of the Borrower or the Covenantor by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower or the Covenantor; and/or
 - (e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with the Lender or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Covenantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Covenantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.
7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Covenantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Covenantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Covenantor under this Guarantee; and the Covenantor renounces all benefits of discussion and division.
8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Covenantor set out herein shall nevertheless be binding upon the Covenantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Covenantor shall be responsible for the payment thereof to the Lender upon demand.
9. The Covenantor hereby agrees on a joint and several basis, to indemnify, save, hold and keep the Lender harmless from any and all claims, losses, damages, costs and expenses resulting from the non-payment to the Lender of all monies herein secured, and the liability of the Covenantor shall not be released, discharged, extinguished or diminished by any act whatsoever of the Borrower or any loss, avoidance, termination by operation of law or otherwise of the obligations of the Borrower or any other person, including, without limitation, any act of bankruptcy or insolvency, or any other act, matter or thing whatsoever, save only full payment in cash of all monies herein secured and full performance and observance of all covenants, terms and obligations pursuant to this Guarantee and all Loan and security documents related thereto.

10. The Covenantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Covenantor and will assign to the Lender all of the Covenantor's rights thereunder on demand. If the Covenantor does not file any such claim, the Lender, as attorney in fact of the Covenantor, is authorized to do so in the name of the Covenantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to any of the Covenantor, and to the full extent necessary for that purpose the Covenantor agrees to assign to the Lender on demand all of the Covenantor's right to any payments or distributions to which the Covenantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.
11. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Covenantor to claim the benefit thereof in reduction of the Liabilities. The Covenantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.
12. Upon this Guarantee bearing the signature of the Covenantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Covenantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Covenantor's liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Covenantor's liability hereunder.
13. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.
14. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in the payment of the Liabilities.
15. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.
16. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Covenantor any other guarantees

or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

17. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.
18. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.
19. No modification of this Guarantee shall be effective unless it is in writing and signed by the Covenantor and the Lender.
20. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Covenantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.
21. All terms, agreements and conditions of this Guarantee shall extend to and be binding upon the Covenantor and the Borrower and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.
22. All nouns and personal pronouns herein including the defined terms "Covenantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun.
23. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.
24. The Covenantor acknowledges receipt of a copy of this Guarantee.
25. This Guarantee may be signed in counterparts and by electronic transmission, each of which shall for all purposes be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument.

[remainder of this page intentionally left blank]

DATED as of the date first written above.

2233525 ONTARIO INC.

Per: _____
Name: David Marshall
Title: President

I have authority to bind the Corporation.

2745859 ONTARIO INC.

Per: _____
Name: Irenka Bodanis
Title: President

Per: _____
Name: Jennifer Joseph
Title: Secretary

Per: _____
Name: Patricia Pearson
Title: Treasurer

We have authority to bind the Corporation.

***THIS IS EXHIBIT "U" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. White", is written over a horizontal line.

A Commissioner Etc.

GUARANTEE

THIS GUARANTEE dated as of February 7, 2022.

TO: MARSHALLZEHR GROUP INC. (the “Lender”)

RE: MZGI No. 307

WHEREAS:

- A. The Lender has agreed to extend a loan in the principal amount not exceeding Eight Million Eight Hundred Fifty Thousand One Hundred Fifty-Seven (\$8,850,157.40) Dollars and Forty Cents (the “**Loan**”) in favour of 2301402 Ontario Limited (the “**Borrower**”) on the terms and subject to the conditions as set out in a commitment letter dated July 3, 2014, as amended from time to time (collectively, the “**Commitment**”), issued in connection with the Loan; and
- B. The Loan is being advanced to the Borrower by the Lender on the condition that 2745859 Ontario Inc. and 2233525 Ontario Inc. (collectively, the “**Covenantor**”) execute and deliver this Guarantee.

NOW THEREFORE in consideration of the Lender making the advance of the Loan and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the Covenantor hereby acknowledges and agrees as follows:

- 1. Subject to and in accordance with the provisions of the Commitment, the Covenantor hereby guarantees, on a joint and several basis, as if the Covenantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:
 - (a) all amounts expressed to be owing to the Lender pursuant to the Commitment and all agreements, instruments and other documents, whether referred to in the Commitment or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Commitment and any such instrument and other documents are sometimes hereinafter collectively called the “**Loan Documents**”);
 - (b) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a substantial indemnity basis) arising out of or incurred by the Lender in connection with any one or more of the following:
 - (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;
 - (ii) the enforcement of this Guarantee; and
 - (iii) any action or other proceeding instituted by the Lender, the Borrower, the Covenantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall only apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the “**Liabilities**”) and any ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Covenantor hereunder is not cancellable or terminable by the Covenantor (whether or not the entire Loan has been advanced).
3. All indebtedness and liability, present and future, of the Borrower to the Covenantor are hereby assigned to the Lender and postponed to the Liabilities, and all moneys received by the Covenantor in respect thereof shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender, the whole without in any way limiting or lessening the liability of the Covenantor under this Guarantee; and this assignment and postponement is independent of this Guarantee and shall remain in full effect notwithstanding that the liability of the Covenantor under this Guarantee may be extinct.
4. The Covenantor’s liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Covenantor. Such demand may be given by personal delivery to the Covenantor or by sending such demand to the Covenantor by telecopier or by prepaid registered mail to the last address of the Covenantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Covenantor is mailed.
5. The Covenantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.
6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:
 - (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make Loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Covenantor or any other person whatsoever;
 - (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;
 - (c) the application by the Lender of any monies received from the Borrower, the Covenantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

- (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution or the loss of corporate existence of the Borrower or the Covenantor, the release or discharge of the Borrower or the Covenantor by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower or the Covenantor; and/or
 - (e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with the Lender or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Covenantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Covenantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.
7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Covenantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Covenantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Covenantor under this Guarantee; and the Covenantor renounces all benefits of discussion and division.
8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Covenantor set out herein shall nevertheless be binding upon the Covenantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Covenantor shall be responsible for the payment thereof to the Lender upon demand.
9. The Covenantor hereby agrees on a joint and several basis, to indemnify, save, hold and keep the Lender harmless from any and all claims, losses, damages, costs and expenses resulting from the non-payment to the Lender of all monies herein secured, and the liability of the Covenantor shall not be released, discharged, extinguished or diminished by any act whatsoever of the Borrower or any loss, avoidance, termination by operation of law or otherwise of the obligations of the Borrower or any other person, including, without limitation, any act of bankruptcy or insolvency, or any other act, matter or thing whatsoever, save only full payment in cash of all monies herein secured and full performance and observance of all covenants, terms and obligations pursuant to this Guarantee and all Loan and security documents related thereto.

10. The Covenantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Covenantor and will assign to the Lender all of the Covenantor's rights thereunder on demand. If the Covenantor does not file any such claim, the Lender, as attorney in fact of the Covenantor, is authorized to do so in the name of the Covenantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to any of the Covenantor, and to the full extent necessary for that purpose the Covenantor agrees to assign to the Lender on demand all of the Covenantor's right to any payments or distributions to which the Covenantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.
11. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Covenantor to claim the benefit thereof in reduction of the Liabilities. The Covenantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.
12. Upon this Guarantee bearing the signature of the Covenantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Covenantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Covenantor's liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Covenantor's liability hereunder.
13. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.
14. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in the payment of the Liabilities.
15. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.
16. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Covenantor any other guarantees

or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

17. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.
18. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.
19. No modification of this Guarantee shall be effective unless it is in writing and signed by the Covenantor and the Lender.
20. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Covenantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.
21. All terms, agreements and conditions of this Guarantee shall extend to and be binding upon the Covenantor and the Borrower and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.
22. All nouns and personal pronouns herein including the defined terms "Covenantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun.
23. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.
24. The Covenantor acknowledges receipt of a copy of this Guarantee.
25. This Guarantee may be signed in counterparts and by electronic transmission, each of which shall for all purposes be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument.

[remainder of this page intentionally left blank]

DATED as of the date first written above.

2233525 ONTARIO INC.

Per: _____
Name: David Marshall
Title: President

I have authority to bind the Corporation.

2745859 ONTARIO INC.

Per: _____
Name: Irenka Bodanis
Title: President

Per: _____
Name: Jennifer Joseph
Title: Secretary

Per: _____
Name: Patricia Pearson
Title: Treasurer

We have authority to bind the Corporation.

***THIS IS EXHIBIT "V" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***



A Commissioner Etc.

GUARANTEE

THIS GUARANTEE dated as of February 7, 2022.

TO: MARSHALLZEHR GROUP INC. (the “**Lender**”)

RE: MZGI No. 308

WHEREAS:

- A. The Lender has agreed to extend a loan in the principal amount not exceeding Thirteen Million One Hundred Thirty-Nine Thousand Eight Hundred Thirty-Nine (\$13,139,839.02) Dollars and Two Cents (the “**Loan**”) in favour of 2301402 Ontario Limited (the “**Borrower**”) on the terms and subject to the conditions as set out in a commitment letter dated December 13, 2019, as amended from time to time (collectively, the “**Commitment**”), issued in connection with the Loan; and
- B. The Loan is being advanced to the Borrower by the Lender on the condition that 2745859 Ontario Inc. (the “**Covenantor**”) executes and delivers this Guarantee.

NOW THEREFORE in consideration of the Lender making the advance of the Loan and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the Covenantor hereby acknowledges and agrees as follows:

- 1. Subject to and in accordance with the provisions of the Commitment, the Covenantor hereby guarantees, on a joint and several basis, as if the Covenantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:
 - (a) all amounts expressed to be owing to the Lender pursuant to the Commitment and all agreements, instruments and other documents, whether referred to in the Commitment or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Commitment and any such instrument and other documents are sometimes hereinafter collectively called the “**Loan Documents**”);
 - (b) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a substantial indemnity basis) arising out of or incurred by the Lender in connection with any one or more of the following:
 - (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;
 - (ii) the enforcement of this Guarantee; and
 - (iii) any action or other proceeding instituted by the Lender, the Borrower, the Covenantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall only apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the “**Liabilities**”) and any ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Covenantor hereunder is not cancellable or terminable by the Covenantor (whether or not the entire Loan has been advanced).
3. All indebtedness and liability, present and future, of the Borrower to the Covenantor are hereby assigned to the Lender and postponed to the Liabilities, and all moneys received by the Covenantor in respect thereof shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender, the whole without in any way limiting or lessening the liability of the Covenantor under this Guarantee; and this assignment and postponement is independent of this Guarantee and shall remain in full effect notwithstanding that the liability of the Covenantor under this Guarantee may be extinct.
4. The Covenantor’s liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Covenantor. Such demand may be given by personal delivery to the Covenantor or by sending such demand to the Covenantor by telecopier or by prepaid registered mail to the last address of the Covenantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Covenantor is mailed.
5. The Covenantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.
6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:
 - (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make Loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Covenantor or any other person whatsoever;
 - (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;
 - (c) the application by the Lender of any monies received from the Borrower, the Covenantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

- (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution or the loss of corporate existence of the Borrower or the Covenantor, the release or discharge of the Borrower or the Covenantor by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower or the Covenantor; and/or
 - (e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with the Lender or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Covenantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Covenantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.
7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Covenantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Covenantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Covenantor under this Guarantee; and the Covenantor renounces all benefits of discussion and division.
8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Covenantor set out herein shall nevertheless be binding upon the Covenantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Covenantor shall be responsible for the payment thereof to the Lender upon demand.
9. The Covenantor hereby agrees on a joint and several basis, to indemnify, save, hold and keep the Lender harmless from any and all claims, losses, damages, costs and expenses resulting from the non-payment to the Lender of all monies herein secured, and the liability of the Covenantor shall not be released, discharged, extinguished or diminished by any act whatsoever of the Borrower or any loss, avoidance, termination by operation of law or otherwise of the obligations of the Borrower or any other person, including, without limitation, any act of bankruptcy or insolvency, or any other act, matter or thing whatsoever, save only full payment in cash of all monies herein secured and full performance and observance of all covenants, terms and obligations pursuant to this Guarantee and all Loan and security documents related thereto.

10. The Covenantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Covenantor and will assign to the Lender all of the Covenantor's rights thereunder on demand. If the Covenantor does not file any such claim, the Lender, as attorney in fact of the Covenantor, is authorized to do so in the name of the Covenantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to any of the Covenantor, and to the full extent necessary for that purpose the Covenantor agrees to assign to the Lender on demand all of the Covenantor's right to any payments or distributions to which the Covenantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.
11. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Covenantor to claim the benefit thereof in reduction of the Liabilities. The Covenantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.
12. Upon this Guarantee bearing the signature of the Covenantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Covenantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Covenantor's liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Covenantor's liability hereunder.
13. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.
14. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in the payment of the Liabilities.
15. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.
16. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Covenantor any other guarantees

or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

17. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.
18. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.
19. No modification of this Guarantee shall be effective unless it is in writing and signed by the Covenantor and the Lender.
20. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Covenantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.
21. All terms, agreements and conditions of this Guarantee shall extend to and be binding upon the Covenantor and the Borrower and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.
22. All nouns and personal pronouns herein including the defined terms "Covenantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun.
23. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.
24. The Covenantor acknowledges receipt of a copy of this Guarantee.
25. This Guarantee may be signed in counterparts and by electronic transmission, each of which shall for all purposes be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument.

[remainder of this page intentionally left blank]

DATED as of the date first written above.

2745859 ONTARIO INC.

Per: _____

Name: Irenka Bodanis

Title: President

Per: _____

Name: Jennifer Joseph

Title: Secretary

Per: _____

Name: Patricia Pearson

Title: Treasurer

We have authority to bind the Corporation.

***THIS IS EXHIBIT "W" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. White", written over a horizontal line.

A Commissioner Etc.

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated as of February 7, 2022.

TO: MARSHALLZEHR GROUP INC.

RE: MZGI No. 306

WHEREAS:

- A. 2745859 Ontario Inc. (the “**Debtor**”) is, or may become, indebted or liable to MarshallZehr Group Inc. (the “**Creditor**”); and
- B. To secure the payment and performance of the Liabilities (this term, and other capitalized terms used in this Agreement, have the meanings set forth in Section 1), the Debtor has agreed to grant to the Creditor security interests in respect of the Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Debtor, the Debtor agrees with and in favour of the Creditor as follows:

1. **Definitions.** Capitalized terms used in this Agreement have the respective meanings ascribed thereto in this section:

- (a) “**Accessions**”, “**Account**”, “**Chattel Paper**”, “**Consumer Goods**”, “**Document of Title**”, “**Equipment**”, “**Goods**”, “**Instrument**”, “**Intangible**”, “**Inventory**” and “**Proceeds**” have the meanings given to them in the PPSA;
- (b) “**Books and Records**” means all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Collateral which are at any time owned by the Debtor or to which the Debtor (or any Person on the Debtor’s behalf) has access;
- (c) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the province referred to in the “**Governing Law**” section of this Agreement;
- (d) “**Collateral**” means all of the present and future undertaking, Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time sign and provide to the Creditor in connection with this Agreement) and real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time sign and provide to the Creditor in connection with this Agreement and including all fixtures and all buildings placed, installed or erected from time to time on any such real property) of the Debtor (including all such property at any time owned, leased or licensed by the Debtor, or in which the Debtor at any time has any interest or to which the Debtor is or may at any time become entitled) and all Proceeds thereof, wherever located;
- (e) “**Contracts**” means all contracts, licences and agreements to which the Debtor is at any time a party or pursuant to which the Debtor has at any time acquired rights, and includes (i) all rights of the Debtor to receive money due and to become due to it in connection with a contract, licence or agreement, (ii) all rights of the Debtor to damages arising out of, or for breach or default in respect

of, a contract, licence or agreement, and (iii) all rights of the Debtor to perform and exercise all remedies in connection with a contract, licence or agreement;

- (f) **“Default”** means the occurrence of any of the following events or conditions:
- (i) the Debtor does not pay any of the Liabilities when due;
 - (ii) the Debtor does not observe or perform any of the Debtor’s obligations under this Agreement or any other agreement or document existing at any time between the Debtor and the Creditor;
 - (iii) any representation, warranty or statement made by or on behalf of the Debtor to the Creditor, in this Agreement or otherwise, is untrue in any material respect when made;
 - (iv) the Debtor ceases or threatens to cease to carry on in the normal course all or any material part of the Debtor’s business;
 - (v) the Debtor becomes insolvent or bankrupt, or makes or files a proposal, a notice of intention to make a proposal or an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act* (Canada) or comparable legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Debtor; or, if the Debtor is a corporation, proceedings are initiated under any legislation by or against the Debtor seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
 - (vi) a Receiver, trustee, custodian or other similar official is appointed in respect of the Debtor or any of the Collateral;
 - (vii) any Person holding a Security Interest in respect of any part of the Collateral takes possession of all or any material part of the Collateral, or a distress, execution or other similar process is levied against all or any material part of the Collateral;
 - (viii) the Debtor challenges or threatens to challenge the validity or enforceability of this Agreement or the Security Interests created by this Agreement; or
 - (ix) the Creditor, acting in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance of any of the Liabilities is or is about to be impaired or that all or any material part of the Collateral is or is about to be placed in jeopardy;
- (g) **“Intellectual Property Rights”** means all industrial and intellectual property rights, including copyrights, patents, trade-marks, industrial designs, know how and trade secrets and all Contracts related to any such industrial and intellectual property rights;
- (h) **“Liabilities”** means all present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Creditor, wherever and however incurred, and any unpaid balance thereof;

- (i) **"Money"** has the meaning given to it in the PPSA or, if there is no such meaning given in the PPSA, 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;
- (j) **"PPSA"** means the *Personal Property Security Act* of the province referred to in the "Governing Law" section of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation);
- (k) **"Permits"** means all permits, licences, authorizations, approvals, franchises, rights-of-way, easements and entitlements that the Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business;
- (l) **"Person"** will be broadly interpreted and includes an individual, a corporation, a limited liability company, a partnership, a trust, a joint venture, an association, an unincorporated organization, the government of a country or any political subdivision thereof, any agency or department of any such government, a regulatory agency or any other juridical entity and the heirs, executors, administrators or other legal representatives of an individual;
- (m) **"Personal Property"** means personal property and includes Accounts, Books and Records, Chattel Paper, Contracts, Documents of Title, Equipment, Goods, Instruments, Intangibles (including Intellectual Property Rights and Permits), Inventory, Money and Securities;
- (n) **"Receiver"** means a receiver, a manager or a receiver and manager;
- (o) **"Securities"** has the meaning given to it in the PPSA, or if there is no such meaning given in the PPSA but the PPSA defines "security" instead, it means the plural of that term; and
- (p) **"Security Interest"** means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, finance lease, title retention agreement or arrangement, security interest or other encumbrance or adverse claim of any nature, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property.

2. **Grant of Security Interest.** As general and continuing collateral security for the due payment and performance of the Liabilities, the Debtor mortgages, charges and assigns to the Creditor, and grants to the Creditor a security interest in, the Collateral.

3. **Limitations on Grant of Security Interest.** If the grant of any Security Interest in respect of any Contract, Intellectual Property Right or Permit under Section 2 would result in the termination or breach of such Contract, Intellectual Property Right or Permit, then the applicable Contract, Intellectual Property Right or Permit will not be subject to any Security Interest under Section 2 but will be held in trust by the Debtor for the benefit of the Creditor and, on exercise by the Creditor of any of its rights under this Agreement following Default, assigned by the Debtor as directed by the Creditor. In addition, the Security Interests created by this Agreement do not extend to the last day of the term of any lease or agreement for lease of real property. Such last day will be held by the Debtor in trust for the Creditor and, on the exercise by the Creditor of any of its rights under this Agreement following Default, will be assigned by the Debtor as directed by the Creditor.

4. **Attachment; No Obligation to Advance.** The Debtor confirms that value has been given by the Creditor to the Debtor, that the Debtor has rights in the Collateral (other than after-acquired property) and that the Debtor and the Creditor have not agreed to postpone the time for attachment of the Security Interests created by this Agreement to any of the Collateral. The Security Interests created by this

Agreement will have effect and be deemed to be effective whether or not the Liabilities or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution of this Agreement nor any advance of funds shall oblige the Creditor to advance any funds or any additional funds.

5. **Representations and Warranties.** The Debtor represents and warrants to the Creditor that:

(a) **Places of Business, Name, Location of Collateral.** The Debtor's principal place of business and chief executive office, and the place where it keeps its Books and Records, is at the address specified on the signature page of this Agreement, and its full legal name, and any other name under which it conducts its business, is specified on the signature page of this Agreement.

(b) **Title; No Other Security Interests.** Except for (i) the Security Interests created by this Agreement, and (ii) any other Security Interests permitted in writing by the Creditor, the Debtor owns (or, with respect to any leased or licensed property forming part of the Collateral, holds a valid leasehold or licensed interest in) the Collateral free and clear of any Security Interests. No security agreement, financing statement or other notice with respect to any or all of the Collateral is on file or on record in any public office, except for filings in favour of, or permitted in writing by, the Creditor.

(c) **Amount of Accounts.** The amount represented by the Debtor to the Creditor from time to time as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be the correct amount so owing by such account debtor or debtors and, unless disclosed in writing by the Debtor to the Creditor at that time, will be owed free of any dispute, set-off or counterclaim.

(d) **Authority; Consents.** The Debtor has full power and authority to grant to the Creditor the Security Interests created by this Agreement and to execute, deliver and perform its obligations under this Agreement, and such execution, delivery and performance does not contravene any of the Debtor's constating documents or by-laws or any agreement, instrument or restriction to which the Debtor is a party or by which the Debtor or any of the Collateral is bound. Except for any consent that has been obtained and is in full force and effect, no consent of any party (other than the Debtor) to any Contract or any obligor in respect of any Account is required, or purports to be required, for the execution, delivery and performance of this Agreement. Except as disclosed in writing by the Debtor to the Creditor, neither the Debtor nor (to the best of the Debtor's knowledge) any other party to any Account or Contract is in default or is likely to become in default in the performance or observance of any of the terms of such Account or Contract.

(e) **Execution and Delivery; Enforceability.** This Agreement has been duly authorized, executed and delivered by the Debtor and is a valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights, and to the fact that equitable remedies (such as specific performance and injunction) are discretionary remedies.

(f) **Motor Vehicles.** A description of all motor vehicles and other "serial number" goods (i.e. trailers, mobile homes, aircraft, aircraft engines and vessels) (including vehicle identification numbers) presently owned by the Debtor and classified as Equipment is set out in Schedule A to this Agreement.

(g) **No Consumer Goods.** The Debtor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of the Debtor.

(h) Intellectual Property Rights. All Intellectual Property Rights owned by the Debtor, and all rights of the Debtor to the use of any Intellectual Property Rights, are described in Schedule A to this Agreement. To the best of the Debtor's knowledge, each such Intellectual Property Right is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set out in such Schedule, none of such Intellectual Property Rights has been licensed or franchised by the Debtor to any Person.

6. Survival of Representations and Warranties. All agreements, representations, warranties and covenants made by the Debtor in this Agreement are material, will be considered to have been relied on by the Creditor and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Creditor and any disposition or payment of the Liabilities until repayment and performance in full of the Liabilities and termination of all rights of the Debtor that, if exercised, would result in the existence of Liabilities.

7. Covenants. The Debtor covenants and agrees with the Creditor that:

(a) Further Documentation. The Debtor will from time to time, at the expense of the Debtor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Creditor may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Security Interests created by this Agreement). The Debtor acknowledges that this Agreement has been prepared based on the existing laws in the province referred to in the "Governing Law" section of this Agreement and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, the Debtor agrees that the Creditor will have the right to require that this Agreement be amended, supplemented or replaced, and that the Debtor will immediately on request by the Creditor authorize, execute and deliver any such amendment, supplement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if the Debtor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Creditor Security Interests similar to, and having the same effect as, the Security Interests created by this Agreement.

(b) Delivery of Certain Collateral. Promptly upon request from time to time by the Creditor, the Debtor will deliver (or cause to be delivered) to the Creditor, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Creditor may reasonably request, any and all Instruments, Securities, Documents of Title and Chattel Paper included in or relating to the Collateral as the Creditor may specify in its request.

(c) Payment of Expenses; Indemnification. The Debtor will pay on demand, and will indemnify and save the Creditor harmless from, any and all liabilities, costs and expenses (including legal fees and expenses on a solicitor and own client basis and any sales, goods and services or other similar taxes payable to any governmental authority with respect to any such liabilities, costs and expenses) (i) incurred by the Creditor in the preparation, registration, administration or enforcement of this Agreement, (ii) with respect to, or resulting from, any failure or delay by the Debtor in performing or observing any of its obligations under this Agreement, or (iii) incurred by the Creditor in performing or observing any of the other covenants of the Debtor under this Agreement.

(d) Maintenance of Records. The Debtor will keep and maintain accurate and complete records of the Collateral, including a record of all payments received and all credits granted with respect to the Accounts and Contracts. At the written request of the Creditor, the Debtor will mark any Collateral specified by the Creditor to evidence the existence of the Security Interests created by this Agreement.

(e) Right of Inspection. The Creditor may, at all times during normal business hours, without charge, examine and make copies of all Books and Records, and may discuss the affairs, finances and accounts of the Debtor with its officers and accountants. The Creditor may also, without charge, enter the premises of the Debtor where any of the Collateral is located for the purpose of inspecting the Collateral, observing its use or otherwise protecting its interests in the Collateral. The Debtor, at its expense, will provide the Creditor with such clerical and other assistance as may be reasonably requested by the Creditor to exercise any of its rights under this paragraph.

(f) Limitations on Other Security Interests. The Debtor will not create, incur or permit to exist, and will defend the Collateral against, and will take such other action as is necessary to remove, any and all Security Interests in and other claims affecting the Collateral, other than the Security Interests created by this Agreement or as permitted in writing by the Creditor, and the Debtor will defend the right, title and interest of the Creditor in and to the Collateral against the claims and demands of all Persons.

(g) Limitations on Dispositions of Collateral. The Debtor will not, without the Creditor's prior written consent, sell, lease or otherwise dispose of any of the Collateral, except that Inventory may be sold, leased or otherwise disposed of, and subject to Section 17, Accounts may be collected, in the ordinary course of the Debtor's business. Following Default, all Proceeds of the Collateral (including all amounts received in respect of Accounts) received by or on behalf of the Debtor, whether or not arising in the ordinary course of the Debtor's business, will be received by the Debtor as trustee for the Creditor and will be immediately paid to the Creditor.

(h) Limitations on Modifications, Waivers, Extensions. Other than as permitted by paragraph (i) below, the Debtor will not (i) amend, modify, terminate or waive any provision of any Permit, Contract or any document giving rise to an Account in any manner which is or could reasonably be expected to be materially adverse to the Debtor or the Creditor, or (ii) fail to exercise promptly and diligently its rights under each Contract and each document giving rise to an Account if such failure is or could reasonably be expected to be materially adverse to the Debtor or the Creditor.

(i) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business of the Debtor consistent with previous practices, the Debtor will not (i) grant any extension of the time for payment of any Account, (ii) compromise, compound or settle any Account for less than its full amount, (iii) release, wholly or partially, any Person liable for the payment of any Account, or (iv) allow any credit or discount of any Account.

(j) Maintenance of Collateral. The Debtor will maintain all tangible Collateral in good operating condition, ordinary wear and tear excepted, and the Debtor will provide all maintenance, service and repairs necessary for such purpose.

(k) Insurance. The Debtor will keep the Collateral insured with financially sound and reputable companies to its full insurable value against loss or damage by fire, explosion, theft and such other risks as are customarily insured against by Persons carrying on similar businesses or owning similar property within the vicinity in which the Debtor's applicable business or property is located. The applicable insurance policies will be in form and substance satisfactory to the Creditor, and will (i) contain a breach of warranty clause in favour of the Creditor, (ii) provide that no cancellation, material reduction in amount or material change in coverage will be effective until at least 30 days after receipt of written notice thereof by the Creditor, (iii) contain by way of endorsement a mortgagee clause in form and substance satisfactory to the Creditor, and (iv) name the Creditor as loss payee as its interest may appear. The Debtor will, from time to time at the Creditor's request, deliver the applicable insurance policies (or satisfactory evidence of such policies) to the Creditor. If the Debtor does not obtain or maintain such insurance, the Creditor may, but need not, do so, in which event the Debtor will immediately on demand

reimburse the Creditor for all payments made by the Creditor in connection with obtaining and maintaining such insurance, and until reimbursed any such payment will form part of the Liabilities and will be secured by the Security Interests created by this Agreement. Neither the Creditor nor its correspondents or its agents will be responsible for the character, adequacy, validity or genuineness of any insurance, the solvency of any insurer, or any other risk connected with insurance.

(l) Further Identification of Collateral. The Debtor will promptly furnish to the Creditor such statements and schedules further identifying and describing the Collateral, and such other reports in connection with the Collateral, as the Creditor may from time to time reasonably request, including an updated list of any motor vehicles or other "serial number" goods owned by the Debtor and classified as Equipment, including vehicle identification numbers.

(m) Notices. The Debtor will advise the Creditor promptly, in reasonable detail, of (i) any Security Interest (other than the Security Interests created by this Agreement and any Security Interest permitted in writing by the Creditor) on, or claim asserted against, any of the Collateral, (ii) the occurrence of any event, claim or occurrence that could reasonably be expected to have a material adverse effect on the value of the Collateral or on the Security Interests created by this Agreement, (iii) any change in the location of any place of business (including additional locations) or the chief executive office of the Debtor, (iv) any change in the location of any of the tangible Collateral (including additional locations), (v) any acquisition of real property by the Debtor, (vi) any change in the name of the Debtor, (vii) any merger or amalgamation of the Debtor with any other Person, (viii) any additional jurisdiction in which material accounts debtors of the Debtor are located, and (ix) any material loss of or damage to any of the Collateral. The Debtor agrees not to effect or permit any of the changes referred to in clauses (iii) to (viii) above unless all filings have been made and all other actions taken that are required in order for the Creditor to continue at all times following such change to have a valid and perfected Security Interest in respect of all of the Collateral.

(n) Delivery of Agreements re Intellectual Property Rights. The Debtor will promptly, following demand from time to time by the Creditor, authorize, execute and deliver any and all agreements, instruments, documents and papers that the Creditor may request to evidence the Creditor's Security Interests in any Intellectual Property Rights and, where applicable, the goodwill of the business of the Debtor connected with the use of, and symbolized by, any such Intellectual Property Rights.

(o) Limitation on Loans and Guarantees. The Debtor will not, without the Creditor's prior written consent, lend money to or guarantee the obligations of any other third party.

(p) Limitation on Investments or Acquisitions. The Debtor will not, without the Creditor's prior written consent, make any investments or acquisitions other than in the normal course of business.

8. Rights on Default. On Default, all of the Liabilities will, at the option of the Creditor, become immediately due and payable and the security constituted by this Agreement will become enforceable, and the Creditor may, personally or by agent, at such time or times as the Creditor in its discretion may determine, do any one or more of the following:

(a) Rights under PPSA, etc. Exercise all of the rights and remedies granted to secured parties under the PPSA and any other applicable statute, or otherwise available to the Creditor at law or in equity.

(b) Demand Possession. Demand possession of any or all of the Collateral, in which event the Debtor will, at the expense of the Debtor, immediately cause the Collateral designated by the Creditor to be assembled and made available and/or delivered to the Creditor at any place designated by the Creditor.

(c) Take Possession. Enter on any premises where any Collateral is located and take possession of, disable or remove such Collateral.

(d) Deal with Collateral. Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral for such time and on such terms as the Creditor may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person in respect of any of the Collateral.

(e) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor.

(f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral in such manner, on such terms and conditions and at such times as the Creditor deems advisable.

(g) Dispose of Collateral. Realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Creditor or elsewhere, on such terms and conditions as the Creditor may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.

(h) Court-Approved Disposition of Collateral. Apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral.

(i) Purchase by Creditor. At any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral offered for sale and, upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to the Debtor or any other Person with respect to such holding, retention or disposition, except as required by law. In any such sale to the Creditor, the Creditor may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for Liabilities then due and payable to it as a credit against the purchase price.

(j) Collect Accounts. Notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Creditor and direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor in respect of such Accounts directly to the Creditor and, upon such notification and at the expense of the Debtor, enforce collection of any such Accounts, and adjust, settle or compromise the amount or payment of such Accounts, in such manner and to such extent as the Creditor deems appropriate in the circumstances.

(k) Transfer of Securities. Transfer any Securities forming part of the Collateral into the name of the Creditor or its nominee, with or without disclosing that the Securities are subject to the Security Interests arising under this Agreement.

(l) Exercise of Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any Securities forming part of the Collateral as if the Creditor were the absolute owner of such Securities.

(m) Payment of Liabilities. Pay any liability secured by any Security Interest against any Collateral. The Debtor will immediately on demand reimburse the Creditor for all such payments.

(n) Borrow and Grant Security Interests. Borrow money for the maintenance, preservation or protection of any Collateral or for carrying on any of the business or undertaking of the Debtor and grant Security Interests on any Collateral (in priority to the Security Interests created by this Agreement or otherwise) as security for the money so borrowed. The Debtor will immediately on demand reimburse the Creditor for all such borrowings.

(o) Appoint Receiver. Appoint by instrument in writing one or more Receivers of the Debtor or any or all of the Collateral with such rights, powers and authority (including any or all of the rights, powers and authority of the Creditor under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable law, any Receiver appointed by the Creditor will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of the Debtor and not of the Creditor.

(p) Court-Appointed Receiver. Apply to a court of competent jurisdiction for the appointment of a Receiver of the Debtor or of any or all of the Collateral.

(q) Consultants. Require the Debtor to engage a consultant of the Creditor's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of the Debtor and its employees, including unrestricted access to the premises, books and records of the Debtor; all reasonable fees and expenses of such consultant shall be for the account of the Debtor and the Debtor hereby authorizes any such consultant to report directly to the Creditor and to disclose to the Creditor any and all information obtained in the course of such consultant's employment.

The Creditor may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other Person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the above rights or remedies will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Without prejudice to the ability of the Creditor to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of Collateral by the Creditor which takes place substantially in accordance with the following provisions will be deemed to be commercially reasonable:

- (i) Collateral may be disposed of in whole or in part;
- (ii) Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (iii) any purchaser or lessee of Collateral may be a customer of the Creditor;
- (iv) a disposition of Collateral may be on such terms and conditions as to credit or otherwise as the Creditor, in its sole discretion, may deem advantageous; and
- (v) the Creditor may establish an upset or reserve bid or price in respect of Collateral.

9. Grant of Licence. For the purpose of enabling the Creditor to exercise its rights and remedies under Section 8 when the Creditor is entitled to exercise such rights and remedies, and for no other purpose, the Debtor grants to the Creditor an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to the Debtor) to use, assign or sublicense any or all of the Intellectual

Property Rights, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same.

10. Sale of Securities. The Creditor is authorized, in connection with any offer or sale of any Securities forming part of the Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. The Debtor further agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Creditor will not be liable or accountable to the Debtor for any discount allowed by reason of the fact that such Securities are sold in compliance with any such limitation or restriction.

11. Application of Proceeds. All Proceeds of Collateral received by the Creditor or a Receiver may be applied to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing the Creditor's rights under this Agreement), Security Interests in favour of Persons other than the Creditor, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by the Creditor or the Receiver to protect, preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Security Interests on the Collateral ranking in priority to any of the Security Interests created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds may, at the sole discretion of the Creditor, be held as collateral security for the Liabilities or be applied to such of the Liabilities (whether or not the same are due and payable) in such manner and at such times as the Creditor considers appropriate and thereafter will be accounted for as required by law.

12. Continuing Liability of Debtor. The Debtor will remain liable for any Liabilities that are outstanding following realization of all or any part of the Collateral and the application of the Proceeds thereof.

13. Creditor's Appointment as Attorney-in-Fact. The Debtor constitutes and appoints the Creditor and any officer or agent of the Creditor, with full power of substitution, as the Debtor's true and lawful attorney-in-fact with full power and authority in the place of the Debtor and in the name of the Debtor or in its own name, from time to time in the Creditor's discretion after a Default, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released. Nothing in this Section affects the right of the Creditor as secured party or any other Person on the Creditor's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as the Creditor or such other Person considers appropriate.

14. Performance by Creditor of Debtor's Obligations. If the Debtor fails to perform or comply with any of the obligations of the Debtor under this Agreement, the Creditor may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Creditor incurred in connection with any such performance or compliance will be payable by the Debtor to the Creditor immediately on demand, and until paid, any such expenses will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.

15. **Interest.** If any amount payable to the Creditor under this Agreement is not paid when due, the Debtor will pay to the Creditor, immediately on demand, interest on such amount from the date due until paid, at a nominal annual rate equal at all times 24%. All amounts payable by the Debtor to the Creditor under this Agreement, and all interest on all such amounts, compounded monthly on the last Business Day of each month, will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.

16. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

17. **Rights of Creditor; Limitations on Creditor's Obligations.**

(a) **Limitations on Creditor's Liability.** The Creditor will not be liable to the Debtor or any other Person for any failure or delay in exercising any of the rights of the Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral, or to preserve rights against prior parties). Neither the Creditor, a Receiver nor any agent of the Creditor (including, in Alberta or British Columbia, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral in its possession. Neither the Creditor nor any Receiver will be liable for any, and the Debtor will bear the full risk of all, loss or damage to any and all of the Collateral (including any Collateral in the possession of the Creditor or any Receiver) caused for any reason other than the gross negligence or willful misconduct of the Creditor or such Receiver.

(b) **Debtor Remains Liable under Accounts and Contracts.** Notwithstanding any provision of this Agreement, the Debtor will remain liable under each of the documents giving rise to the Accounts and under each of the Contracts to observe and perform all the conditions and obligations to be observed and performed by the Debtor thereunder, all in accordance with the terms of each such document and Contract. The Creditor will have no obligation or liability under any Account (or any document giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Creditor of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Creditor will not be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any Account (or any document giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any document giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

(c) **Collections on Accounts and Contracts.** The Creditor hereby authorizes the Debtor to collect the Accounts and payments under the Contracts in the normal course of the business of the Debtor and for the purpose of carrying on the same. If required by the Creditor at any time, any payments of Accounts or under Contracts, when collected by the Debtor, will be forthwith (and, in any event, within two Business Days) deposited by the Debtor in the exact form received, duly endorsed by the Debtor to the Creditor if required, in a special collateral account maintained by the Creditor, and until so deposited, will be held by the Debtor in trust for the Creditor, segregated from other funds of the Debtor. All such amounts while held by the Creditor (or by the Debtor in trust for the Creditor) and all income in respect thereof will continue to be collateral security for the Liabilities and will not constitute payment thereof until applied as hereinafter provided. If a Default has occurred and is continuing, the Creditor may apply all or any part

of the amounts on deposit in said special collateral account on account of the Liabilities in such order as the Creditor may elect. At the Creditor's request, the Debtor will deliver to the Creditor any documents evidencing and relating to the agreements and transactions which gave rise to the Accounts and Contracts, including all original orders, invoices and shipping receipts.

(d) Analysis of Accounts. The Creditor will have the right to analyze and verify the Accounts in any manner and through any medium that it reasonably considers advisable, and the Debtor will furnish all such assistance and information as the Creditor may require in connection therewith. The Creditor may in its own name or in the name of others (including the Debtor) communicate with account debtors on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, status, amount and terms of any Account or any Contract. At any time and from time to time, upon the Creditor's reasonable request and at the expense of the Debtor, the Debtor will furnish to the Creditor reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.

18. Dealings by Creditor. The Creditor will not be obliged to exhaust its recourse against the Debtor or any other Person or against any other security it may hold in respect of the Liabilities before realizing upon or otherwise dealing with the Collateral in such manner as the Creditor may consider desirable. The Creditor may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Debtor and any other Person, and with any or all of the Collateral, and with other security and sureties, as the Creditor may see fit, all without prejudice to the Liabilities or to the rights and remedies of the Creditor under this Agreement. The powers conferred on the Creditor under this Agreement are solely to protect the interests of the Creditor in the Collateral and will not impose any duty upon the Creditor to exercise any such powers.

19. Communication. Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication, in each case to the address or facsimile number of the Debtor or Creditor set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a Business Day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following Business Day. Any communication sent by mail will be deemed to have been given and to have been received on the fifth Business Day following mailing, provided that no disruption of postal service is in effect. The Debtor and the Creditor may from time to time change their respective addresses or facsimile numbers for notice by giving notice to the other in accordance with the provisions of this Section.

20. Release of Information. The Debtor authorizes the Creditor to provide a copy of this Agreement and such other information as may be requested of the Creditor by Persons entitled thereto pursuant to any applicable legislation, and otherwise with the consent of the Debtor.

21. Waivers and Indemnity. To the extent permitted by applicable law, the Debtor unconditionally and irrevocably waives (i) all claims, damages and demands it may acquire against the Creditor arising out of the exercise by the Creditor or any Receiver of any rights or remedies under this Agreement or at law, and (ii) all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor. The Creditor will not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have

acquiesced in any Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Creditor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Creditor of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which the Creditor would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale will extinguish the liability of the Debtor to pay the Liabilities, nor will the same operate as a merger or any covenant contained in this Agreement or of any other liability, nor will the acceptance of any payment or other security constitute or create any novation. The Debtor agrees to indemnify the Creditor from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (except by reason of the gross negligence or willful misconduct of the Creditor or any of its agents or employees) which may be imposed on, incurred by, or asserted against the Creditor and arising by reason of any action (including any action referred to in this Agreement) or inaction or omission to do any act legally required by the Debtor. This indemnification will survive the satisfaction, release or extinguishment of the Liabilities and the Security Interests created by this Agreement.

22. Amalgamation. If the Debtor is a corporation, the Debtor acknowledges that if it amalgamates with any other corporation or corporations, then (i) the Collateral and the Security Interests created by this Agreement will extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, will extend to and include the amalgamated corporation, and (iii) the term "Liabilities", where used in this Agreement, will extend to and include the Liabilities of the amalgamated corporation.

23. Governing Law; Attornment. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such province. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.

24. Interpretation. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Creditor or is to be acceptable to the Creditor, such consent, approval or determination of acceptability will be in the sole discretion of the Creditor. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. If more than one Debtor executes this Agreement, their obligations under this Agreement are joint and several.

25. Successors and Assigns. This Agreement will enure to the benefit of, and be binding on, the Debtor and its successors and permitted assigns, and will enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the Creditor. If the Debtor or the

Creditor is an individual, then the term "Debtor" or "Creditor", as applicable, will also include his or her heirs, administrators and executors.

26. Acknowledgment of Receipt/Waiver. The Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

27. Counterparts. This Agreement may be signed in counterparts and by electronic transmission, each of which shall for all purposes be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument.

[remainder of this page intentionally left blank]

DATED as of the date first written above.

2745859 ONTARIO INC.

DocuSigned by:



25AE027794FB478...

Per: _____

Name: Irenka Bodanis

Title: President

DocuSigned by:



D5619F4D393D45B...

Per: _____

Name: Jennifer Joseph

Title: Secretary

DocuSigned by:



E74B90B017D3467...

Per: _____

Name: Patricia Pearson

Title: Treasurer

We have authority to bind the Corporation.

Address: 3-1750 The Queensway, Suite 1253
Etobicoke, Ontario M9C 5H5

Attention: David Bodanis
E-mail: founder@jakeshouse.ca

SCHEDULE A

Locations of Collateral (Paragraph 5(a))

133, 135, 139, 141 and 143 Main Street, Lucan, Ontario
3-1750 The Queensway, Suite 1253, Etobicoke, Ontario

Locations of Real Property (Paragraph 5(a))

133, 135, 139, 141 and 143 Main Street, Lucan, Ontario
3-1750 The Queensway, Suite 1253, Etobicoke, Ontario

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated as of February 7, 2022.

TO: MARSHALLZEHR GROUP INC.

RE: MZGI No. 307

WHEREAS:

- A. 2745859 Ontario Inc. (the “**Debtor**”) is, or may become, indebted or liable to MarshallZehr Group Inc. (the “**Creditor**”); and
- B. To secure the payment and performance of the Liabilities (this term, and other capitalized terms used in this Agreement, have the meanings set forth in Section 1), the Debtor has agreed to grant to the Creditor security interests in respect of the Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Debtor, the Debtor agrees with and in favour of the Creditor as follows:

1. **Definitions.** Capitalized terms used in this Agreement have the respective meanings ascribed thereto in this section:

- (a) “**Accessions**”, “**Account**”, “**Chattel Paper**”, “**Consumer Goods**”, “**Document of Title**”, “**Equipment**”, “**Goods**”, “**Instrument**”, “**Intangible**”, “**Inventory**” and “**Proceeds**” have the meanings given to them in the PPSA;
- (b) “**Books and Records**” means all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Collateral which are at any time owned by the Debtor or to which the Debtor (or any Person on the Debtor’s behalf) has access;
- (c) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the province referred to in the “**Governing Law**” section of this Agreement;
- (d) “**Collateral**” means all of the present and future undertaking, Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time sign and provide to the Creditor in connection with this Agreement) and real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time sign and provide to the Creditor in connection with this Agreement and including all fixtures and all buildings placed, installed or erected from time to time on any such real property) of the Debtor (including all such property at any time owned, leased or licensed by the Debtor, or in which the Debtor at any time has any interest or to which the Debtor is or may at any time become entitled) and all Proceeds thereof, wherever located;

- (e) **“Contracts”** means all contracts, licences and agreements to which the Debtor is at any time a party or pursuant to which the Debtor has at any time acquired rights, and includes (i) all rights of the Debtor to receive money due and to become due to it in connection with a contract, licence or agreement, (ii) all rights of the Debtor to damages arising out of, or for breach or default in respect of, a contract, licence or agreement, and (iii) all rights of the Debtor to perform and exercise all remedies in connection with a contract, licence or agreement;
- (f) **“Default”** means the occurrence of any of the following events or conditions:
 - (i) the Debtor does not pay any of the Liabilities when due;
 - (ii) the Debtor does not observe or perform any of the Debtor’s obligations under this Agreement or any other agreement or document existing at any time between the Debtor and the Creditor;
 - (iii) any representation, warranty or statement made by or on behalf of the Debtor to the Creditor, in this Agreement or otherwise, is untrue in any material respect when made;
 - (iv) the Debtor ceases or threatens to cease to carry on in the normal course all or any material part of the Debtor’s business;
 - (v) the Debtor becomes insolvent or bankrupt, or makes or files a proposal, a notice of intention to make a proposal or an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act* (Canada) or comparable legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Debtor; or, if the Debtor is a corporation, proceedings are initiated under any legislation by or against the Debtor seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
 - (vi) a Receiver, trustee, custodian or other similar official is appointed in respect of the Debtor or any of the Collateral;
 - (vii) any Person holding a Security Interest in respect of any part of the Collateral takes possession of all or any material part of the Collateral, or a distress, execution or other similar process is levied against all or any material part of the Collateral;
 - (viii) the Debtor challenges or threatens to challenge the validity or enforceability of this Agreement or the Security Interests created by this Agreement; or
 - (ix) the Creditor, acting in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance of any of the Liabilities is or is about to be impaired or that all or any material part of the Collateral is or is about to be placed in jeopardy;
- (g) **“Intellectual Property Rights”** means all industrial and intellectual property rights, including copyrights, patents, trade-marks, industrial designs, know how and trade secrets and all Contracts related to any such industrial and intellectual property rights;

- (h) **"Liabilities"** means all present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Creditor, wherever and however incurred, and any unpaid balance thereof;
- (i) **"Money"** has the meaning given to it in the PPSA or, if there is no such meaning given in the PPSA, 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;
- (j) **"PPSA"** means the *Personal Property Security Act* of the province referred to in the "Governing Law" section of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation);
- (k) **"Permits"** means all permits, licences, authorizations, approvals, franchises, rights-of-way, easements and entitlements that the Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business;
- (l) **"Person"** will be broadly interpreted and includes an individual, a corporation, a limited liability company, a partnership, a trust, a joint venture, an association, an unincorporated organization, the government of a country or any political subdivision thereof, any agency or department of any such government, a regulatory agency or any other juridical entity and the heirs, executors, administrators or other legal representatives of an individual;
- (m) **"Personal Property"** means personal property and includes Accounts, Books and Records, Chattel Paper, Contracts, Documents of Title, Equipment, Goods, Instruments, Intangibles (including Intellectual Property Rights and Permits), Inventory, Money and Securities;
- (n) **"Receiver"** means a receiver, a manager or a receiver and manager;
- (o) **"Securities"** has the meaning given to it in the PPSA, or if there is no such meaning given in the PPSA but the PPSA defines "security" instead, it means the plural of that term; and
- (p) **"Security Interest"** means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, finance lease, title retention agreement or arrangement, security interest or other encumbrance or adverse claim of any nature, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property.

2. **Grant of Security Interest.** As general and continuing collateral security for the due payment and performance of the Liabilities, the Debtor mortgages, charges and assigns to the Creditor, and grants to the Creditor a security interest in, the Collateral.

3. **Limitations on Grant of Security Interest.** If the grant of any Security Interest in respect of any Contract, Intellectual Property Right or Permit under Section 2 would result in the termination or breach of such Contract, Intellectual Property Right or Permit, then the applicable Contract, Intellectual Property Right or Permit will not be subject to any Security Interest under Section 2 but will be held in trust by the Debtor for the benefit of the Creditor and, on exercise by the Creditor of any of its rights under this Agreement following Default, assigned by the Debtor as directed by the Creditor. In addition, the Security Interests created by this Agreement do not extend to the last day of the term of any lease or agreement for

lease of real property. Such last day will be held by the Debtor in trust for the Creditor and, on the exercise by the Creditor of any of its rights under this Agreement following Default, will be assigned by the Debtor as directed by the Creditor.

4. **Attachment; No Obligation to Advance.** The Debtor confirms that value has been given by the Creditor to the Debtor, that the Debtor has rights in the Collateral (other than after-acquired property) and that the Debtor and the Creditor have not agreed to postpone the time for attachment of the Security Interests created by this Agreement to any of the Collateral. The Security Interests created by this Agreement will have effect and be deemed to be effective whether or not the Liabilities or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution of this Agreement nor any advance of funds shall oblige the Creditor to advance any funds or any additional funds.

5. **Representations and Warranties.** The Debtor represents and warrants to the Creditor that:

(a) **Places of Business, Name, Location of Collateral.** The Debtor's principal place of business and chief executive office, and the place where it keeps its Books and Records, is at the address specified on the signature page of this Agreement, and its full legal name, and any other name under which it conducts its business, is specified on the signature page of this Agreement.

(b) **Title; No Other Security Interests.** Except for (i) the Security Interests created by this Agreement, and (ii) any other Security Interests permitted in writing by the Creditor, the Debtor owns (or, with respect to any leased or licensed property forming part of the Collateral, holds a valid leasehold or licensed interest in) the Collateral free and clear of any Security Interests. No security agreement, financing statement or other notice with respect to any or all of the Collateral is on file or on record in any public office, except for filings in favour of, or permitted in writing by, the Creditor.

(c) **Amount of Accounts.** The amount represented by the Debtor to the Creditor from time to time as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be the correct amount so owing by such account debtor or debtors and, unless disclosed in writing by the Debtor to the Creditor at that time, will be owed free of any dispute, set-off or counterclaim.

(d) **Authority; Consents.** The Debtor has full power and authority to grant to the Creditor the Security Interests created by this Agreement and to execute, deliver and perform its obligations under this Agreement, and such execution, delivery and performance does not contravene any of the Debtor's constituting documents or by-laws or any agreement, instrument or restriction to which the Debtor is a party or by which the Debtor or any of the Collateral is bound. Except for any consent that has been obtained and is in full force and effect, no consent of any party (other than the Debtor) to any Contract or any obligor in respect of any Account is required, or purports to be required, for the execution, delivery and performance of this Agreement. Except as disclosed in writing by the Debtor to the Creditor, neither the Debtor nor (to the best of the Debtor's knowledge) any other party to any Account or Contract is in default or is likely to become in default in the performance or observance of any of the terms of such Account or Contract.

(e) **Execution and Delivery; Enforceability.** This Agreement has been duly authorized, executed and delivered by the Debtor and is a valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights,

and to the fact that equitable remedies (such as specific performance and injunction) are discretionary remedies.

(f) Motor Vehicles. A description of all motor vehicles and other "serial number" goods (i.e. trailers, mobile homes, aircraft, aircraft engines and vessels) (including vehicle identification numbers) presently owned by the Debtor and classified as Equipment is set out in Schedule A to this Agreement.

(g) No Consumer Goods. The Debtor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of the Debtor.

(h) Intellectual Property Rights. All Intellectual Property Rights owned by the Debtor, and all rights of the Debtor to the use of any Intellectual Property Rights, are described in Schedule A to this Agreement. To the best of the Debtor's knowledge, each such Intellectual Property Right is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set out in such Schedule, none of such Intellectual Property Rights has been licensed or franchised by the Debtor to any Person.

6. Survival of Representations and Warranties. All agreements, representations, warranties and covenants made by the Debtor in this Agreement are material, will be considered to have been relied on by the Creditor and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Creditor and any disposition or payment of the Liabilities until repayment and performance in full of the Liabilities and termination of all rights of the Debtor that, if exercised, would result in the existence of Liabilities.

7. Covenants. The Debtor covenants and agrees with the Creditor that:

(a) Further Documentation. The Debtor will from time to time, at the expense of the Debtor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Creditor may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Security Interests created by this Agreement). The Debtor acknowledges that this Agreement has been prepared based on the existing laws in the province referred to in the "Governing Law" section of this Agreement and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, the Debtor agrees that the Creditor will have the right to require that this Agreement be amended, supplemented or replaced, and that the Debtor will immediately on request by the Creditor authorize, execute and deliver any such amendment, supplement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if the Debtor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Creditor Security Interests similar to, and having the same effect as, the Security Interests created by this Agreement.

(b) Delivery of Certain Collateral. Promptly upon request from time to time by the Creditor, the Debtor will deliver (or cause to be delivered) to the Creditor, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Creditor may reasonably request, any and all Instruments, Securities, Documents of Title and Chattel Paper included in or relating to the Collateral as the Creditor may specify in its request.

(c) Payment of Expenses; Indemnification. The Debtor will pay on demand, and will indemnify and save the Creditor harmless from, any and all liabilities, costs and expenses (including legal fees and expenses on a solicitor and own client basis and any sales, goods and services or other similar taxes payable to any governmental authority with respect to any such liabilities, costs and expenses) (i) incurred by the Creditor in the preparation, registration, administration or enforcement of this Agreement, (ii) with respect to, or resulting from, any failure or delay by the Debtor in performing or observing any of its obligations under this Agreement, or (iii) incurred by the Creditor in performing or observing any of the other covenants of the Debtor under this Agreement.

(d) Maintenance of Records. The Debtor will keep and maintain accurate and complete records of the Collateral, including a record of all payments received and all credits granted with respect to the Accounts and Contracts. At the written request of the Creditor, the Debtor will mark any Collateral specified by the Creditor to evidence the existence of the Security Interests created by this Agreement.

(e) Right of Inspection. The Creditor may, at all times during normal business hours, without charge, examine and make copies of all Books and Records, and may discuss the affairs, finances and accounts of the Debtor with its officers and accountants. The Creditor may also, without charge, enter the premises of the Debtor where any of the Collateral is located for the purpose of inspecting the Collateral, observing its use or otherwise protecting its interests in the Collateral. The Debtor, at its expense, will provide the Creditor with such clerical and other assistance as may be reasonably requested by the Creditor to exercise any of its rights under this paragraph.

(f) Limitations on Other Security Interests. The Debtor will not create, incur or permit to exist, and will defend the Collateral against, and will take such other action as is necessary to remove, any and all Security Interests in and other claims affecting the Collateral, other than the Security Interests created by this Agreement or as permitted in writing by the Creditor, and the Debtor will defend the right, title and interest of the Creditor in and to the Collateral against the claims and demands of all Persons.

(g) Limitations on Dispositions of Collateral. The Debtor will not, without the Creditor's prior written consent, sell, lease or otherwise dispose of any of the Collateral, except that Inventory may be sold, leased or otherwise disposed of, and subject to Section 17, Accounts may be collected, in the ordinary course of the Debtor's business. Following Default, all Proceeds of the Collateral (including all amounts received in respect of Accounts) received by or on behalf of the Debtor, whether or not arising in the ordinary course of the Debtor's business, will be received by the Debtor as trustee for the Creditor and will be immediately paid to the Creditor.

(h) Limitations on Modifications, Waivers, Extensions. Other than as permitted by paragraph (i) below, the Debtor will not (i) amend, modify, terminate or waive any provision of any Permit, Contract or any document giving rise to an Account in any manner which is or could reasonably be expected to be materially adverse to the Debtor or the Creditor, or (ii) fail to exercise promptly and diligently its rights under each Contract and each document giving rise to an Account if such failure is or could reasonably be expected to be materially adverse to the Debtor or the Creditor.

(i) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business of the Debtor consistent with previous practices, the Debtor will not (i) grant any extension of the time for payment of any Account, (ii) compromise, compound or settle any Account

for less than its full amount, (iii) release, wholly or partially, any Person liable for the payment of any Account, or (iv) allow any credit or discount of any Account.

(j) Maintenance of Collateral. The Debtor will maintain all tangible Collateral in good operating condition, ordinary wear and tear excepted, and the Debtor will provide all maintenance, service and repairs necessary for such purpose.

(k) Insurance. The Debtor will keep the Collateral insured with financially sound and reputable companies to its full insurable value against loss or damage by fire, explosion, theft and such other risks as are customarily insured against by Persons carrying on similar businesses or owning similar property within the vicinity in which the Debtor's applicable business or property is located. The applicable insurance policies will be in form and substance satisfactory to the Creditor, and will (i) contain a breach of warranty clause in favour of the Creditor, (ii) provide that no cancellation, material reduction in amount or material change in coverage will be effective until at least 30 days after receipt of written notice thereof by the Creditor, (iii) contain by way of endorsement a mortgagee clause in form and substance satisfactory to the Creditor, and (iv) name the Creditor as loss payee as its interest may appear. The Debtor will, from time to time at the Creditor's request, deliver the applicable insurance policies (or satisfactory evidence of such policies) to the Creditor. If the Debtor does not obtain or maintain such insurance, the Creditor may, but need not, do so, in which event the Debtor will immediately on demand reimburse the Creditor for all payments made by the Creditor in connection with obtaining and maintaining such insurance, and until reimbursed any such payment will form part of the Liabilities and will be secured by the Security Interests created by this Agreement. Neither the Creditor nor its correspondents or its agents will be responsible for the character, adequacy, validity or genuineness of any insurance, the solvency of any insurer, or any other risk connected with insurance.

(l) Further Identification of Collateral. The Debtor will promptly furnish to the Creditor such statements and schedules further identifying and describing the Collateral, and such other reports in connection with the Collateral, as the Creditor may from time to time reasonably request, including an updated list of any motor vehicles or other "serial number" goods owned by the Debtor and classified as Equipment, including vehicle identification numbers.

(m) Notices. The Debtor will advise the Creditor promptly, in reasonable detail, of (i) any Security Interest (other than the Security Interests created by this Agreement and any Security Interest permitted in writing by the Creditor) on, or claim asserted against, any of the Collateral, (ii) the occurrence of any event, claim or occurrence that could reasonably be expected to have a material adverse effect on the value of the Collateral or on the Security Interests created by this Agreement, (iii) any change in the location of any place of business (including additional locations) or the chief executive office of the Debtor, (iv) any change in the location of any of the tangible Collateral (including additional locations), (v) any acquisition of real property by the Debtor, (vi) any change in the name of the Debtor, (vii) any merger or amalgamation of the Debtor with any other Person, (viii) any additional jurisdiction in which material accounts debtors of the Debtor are located, and (ix) any material loss of or damage to any of the Collateral. The Debtor agrees not to effect or permit any of the changes referred to in clauses (iii) to (viii) above unless all filings have been made and all other actions taken that are required in order for the Creditor to continue at all times following such change to have a valid and perfected Security Interest in respect of all of the Collateral.

(n) Delivery of Agreements re Intellectual Property Rights. The Debtor will promptly, following demand from time to time by the Creditor, authorize, execute and deliver any and all agreements,

instruments, documents and papers that the Creditor may request to evidence the Creditor's Security Interests in any Intellectual Property Rights and, where applicable, the goodwill of the business of the Debtor connected with the use of, and symbolized by, any such Intellectual Property Rights.

(o) Limitation on Loans and Guarantees. The Debtor will not, without the Creditor's prior written consent, lend money to or guarantee the obligations of any other third party.

(p) Limitation on Investments or Acquisitions. The Debtor will not, without the Creditor's prior written consent, make any investments or acquisitions other than in the normal course of business.

8. Rights on Default. On Default, all of the Liabilities will, at the option of the Creditor, become immediately due and payable and the security constituted by this Agreement will become enforceable, and the Creditor may, personally or by agent, at such time or times as the Creditor in its discretion may determine, do any one or more of the following:

(a) Rights under PPSA, etc. Exercise all of the rights and remedies granted to secured parties under the PPSA and any other applicable statute, or otherwise available to the Creditor at law or in equity.

(b) Demand Possession. Demand possession of any or all of the Collateral, in which event the Debtor will, at the expense of the Debtor, immediately cause the Collateral designated by the Creditor to be assembled and made available and/or delivered to the Creditor at any place designated by the Creditor.

(c) Take Possession. Enter on any premises where any Collateral is located and take possession of, disable or remove such Collateral.

(d) Deal with Collateral. Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral for such time and on such terms as the Creditor may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person in respect of any of the Collateral.

(e) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor.

(f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral in such manner, on such terms and conditions and at such times as the Creditor deems advisable.

(g) Dispose of Collateral. Realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Creditor or elsewhere, on such terms and conditions as the Creditor may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.

(h) Court-Approved Disposition of Collateral. Apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral.

(i) Purchase by Creditor. At any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral offered for sale and, upon compliance with the terms

of such sale, hold, retain and dispose of such Collateral without any further accountability to the Debtor or any other Person with respect to such holding, retention or disposition, except as required by law. In any such sale to the Creditor, the Creditor may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for Liabilities then due and payable to it as a credit against the purchase price.

(j) Collect Accounts. Notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Creditor and direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor in respect of such Accounts directly to the Creditor and, upon such notification and at the expense of the Debtor, enforce collection of any such Accounts, and adjust, settle or compromise the amount or payment of such Accounts, in such manner and to such extent as the Creditor deems appropriate in the circumstances.

(k) Transfer of Securities. Transfer any Securities forming part of the Collateral into the name of the Creditor or its nominee, with or without disclosing that the Securities are subject to the Security Interests arising under this Agreement.

(l) Exercise of Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any Securities forming part of the Collateral as if the Creditor were the absolute owner of such Securities.

(m) Payment of Liabilities. Pay any liability secured by any Security Interest against any Collateral. The Debtor will immediately on demand reimburse the Creditor for all such payments.

(n) Borrow and Grant Security Interests. Borrow money for the maintenance, preservation or protection of any Collateral or for carrying on any of the business or undertaking of the Debtor and grant Security Interests on any Collateral (in priority to the Security Interests created by this Agreement or otherwise) as security for the money so borrowed. The Debtor will immediately on demand reimburse the Creditor for all such borrowings.

(o) Appoint Receiver. Appoint by instrument in writing one or more Receivers of the Debtor or any or all of the Collateral with such rights, powers and authority (including any or all of the rights, powers and authority of the Creditor under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable law, any Receiver appointed by the Creditor will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of the Debtor and not of the Creditor.

(p) Court-Appointed Receiver. Apply to a court of competent jurisdiction for the appointment of a Receiver of the Debtor or of any or all of the Collateral.

(q) Consultants. Require the Debtor to engage a consultant of the Creditor's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of the Debtor and its employees, including unrestricted access to the premises, books and records of the Debtor; all reasonable fees and expenses of such consultant shall be for the account of the Debtor and the Debtor hereby authorizes any such consultant to report directly to the Creditor and to disclose to the Creditor any and all information obtained in the course of such consultant's employment.

The Creditor may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other Person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the above rights or remedies will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Without prejudice to the ability of the Creditor to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of Collateral by the Creditor which takes place substantially in accordance with the following provisions will be deemed to be commercially reasonable:

- (i) Collateral may be disposed of in whole or in part;
- (ii) Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (iii) any purchaser or lessee of Collateral may be a customer of the Creditor;
- (iv) a disposition of Collateral may be on such terms and conditions as to credit or otherwise as the Creditor, in its sole discretion, may deem advantageous; and
- (v) the Creditor may establish an upset or reserve bid or price in respect of Collateral.

9. **Grant of Licence.** For the purpose of enabling the Creditor to exercise its rights and remedies under Section 8 when the Creditor is entitled to exercise such rights and remedies, and for no other purpose, the Debtor grants to the Creditor an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to the Debtor) to use, assign or sublicense any or all of the Intellectual Property Rights, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same.

10. **Sale of Securities.** The Creditor is authorized, in connection with any offer or sale of any Securities forming part of the Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. The Debtor further agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Creditor will not be liable or accountable to the Debtor for any discount allowed by reason of the fact that such Securities are sold in compliance with any such limitation or restriction.

11. **Application of Proceeds.** All Proceeds of Collateral received by the Creditor or a Receiver may be applied to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing the Creditor's rights under this Agreement), Security Interests in favour of Persons other than the Creditor, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by the Creditor or the Receiver to protect, preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Security Interests

on the Collateral ranking in priority to any of the Security Interests created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds may, at the sole discretion of the Creditor, be held as collateral security for the Liabilities or be applied to such of the Liabilities (whether or not the same are due and payable) in such manner and at such times as the Creditor considers appropriate and thereafter will be accounted for as required by law.

12. Continuing Liability of Debtor. The Debtor will remain liable for any Liabilities that are outstanding following realization of all or any part of the Collateral and the application of the Proceeds thereof.

13. Creditor's Appointment as Attorney-in-Fact. The Debtor constitutes and appoints the Creditor and any officer or agent of the Creditor, with full power of substitution, as the Debtor's true and lawful attorney-in-fact with full power and authority in the place of the Debtor and in the name of the Debtor or in its own name, from time to time in the Creditor's discretion after a Default, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released. Nothing in this Section affects the right of the Creditor as secured party or any other Person on the Creditor's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as the Creditor or such other Person considers appropriate.

14. Performance by Creditor of Debtor's Obligations. If the Debtor fails to perform or comply with any of the obligations of the Debtor under this Agreement, the Creditor may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Creditor incurred in connection with any such performance or compliance will be payable by the Debtor to the Creditor immediately on demand, and until paid, any such expenses will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.

15. Interest. If any amount payable to the Creditor under this Agreement is not paid when due, the Debtor will pay to the Creditor, immediately on demand, interest on such amount from the date due until paid, at a nominal annual rate equal at all times 24%. All amounts payable by the Debtor to the Creditor under this Agreement, and all interest on all such amounts, compounded monthly on the last Business Day of each month, will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.

16. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Rights of Creditor; Limitations on Creditor's Obligations.

(a) **Limitations on Creditor's Liability.** The Creditor will not be liable to the Debtor or any other Person for any failure or delay in exercising any of the rights of the Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral, or to

preserve rights against prior parties). Neither the Creditor, a Receiver nor any agent of the Creditor (including, in Alberta or British Columbia, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral in its possession. Neither the Creditor nor any Receiver will be liable for any, and the Debtor will bear the full risk of all, loss or damage to any and all of the Collateral (including any Collateral in the possession of the Creditor or any Receiver) caused for any reason other than the gross negligence or willful misconduct of the Creditor or such Receiver.

(b) Debtor Remains Liable under Accounts and Contracts. Notwithstanding any provision of this Agreement, the Debtor will remain liable under each of the documents giving rise to the Accounts and under each of the Contracts to observe and perform all the conditions and obligations to be observed and performed by the Debtor thereunder, all in accordance with the terms of each such document and Contract. The Creditor will have no obligation or liability under any Account (or any document giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Creditor of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Creditor will not be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any Account (or any document giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any document giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

(c) Collections on Accounts and Contracts. The Creditor hereby authorizes the Debtor to collect the Accounts and payments under the Contracts in the normal course of the business of the Debtor and for the purpose of carrying on the same. If required by the Creditor at any time, any payments of Accounts or under Contracts, when collected by the Debtor, will be forthwith (and, in any event, within two Business Days) deposited by the Debtor in the exact form received, duly endorsed by the Debtor to the Creditor if required, in a special collateral account maintained by the Creditor, and until so deposited, will be held by the Debtor in trust for the Creditor, segregated from other funds of the Debtor. All such amounts while held by the Creditor (or by the Debtor in trust for the Creditor) and all income in respect thereof will continue to be collateral security for the Liabilities and will not constitute payment thereof until applied as hereinafter provided. If a Default has occurred and is continuing, the Creditor may apply all or any part of the amounts on deposit in said special collateral account on account of the Liabilities in such order as the Creditor may elect. At the Creditor's request, the Debtor will deliver to the Creditor any documents evidencing and relating to the agreements and transactions which gave rise to the Accounts and Contracts, including all original orders, invoices and shipping receipts.

(d) Analysis of Accounts. The Creditor will have the right to analyze and verify the Accounts in any manner and through any medium that it reasonably considers advisable, and the Debtor will furnish all such assistance and information as the Creditor may require in connection therewith. The Creditor may in its own name or in the name of others (including the Debtor) communicate with account debtors on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, status, amount and terms of any Account or any Contract. At any time and from time to time, upon the Creditor's reasonable request and at the expense of the Debtor, the Debtor will furnish to the Creditor reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.

18. **Dealings by Creditor.** The Creditor will not be obliged to exhaust its recourse against the Debtor or any other Person or against any other security it may hold in respect of the Liabilities before realizing upon or otherwise dealing with the Collateral in such manner as the Creditor may consider desirable. The Creditor may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Debtor and any other Person, and with any or all of the Collateral, and with other security and sureties, as the Creditor may see fit, all without prejudice to the Liabilities or to the rights and remedies of the Creditor under this Agreement. The powers conferred on the Creditor under this Agreement are solely to protect the interests of the Creditor in the Collateral and will not impose any duty upon the Creditor to exercise any such powers.

19. **Communication.** Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication, in each case to the address or facsimile number of the Debtor or Creditor set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a Business Day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following Business Day. Any communication sent by mail will be deemed to have been given and to have been received on the fifth Business Day following mailing, provided that no disruption of postal service is in effect. The Debtor and the Creditor may from time to time change their respective addresses or facsimile numbers for notice by giving notice to the other in accordance with the provisions of this Section.

20. **Release of Information.** The Debtor authorizes the Creditor to provide a copy of this Agreement and such other information as may be requested of the Creditor by Persons entitled thereto pursuant to any applicable legislation, and otherwise with the consent of the Debtor.

21. **Waivers and Indemnity.** To the extent permitted by applicable law, the Debtor unconditionally and irrevocably waives (i) all claims, damages and demands it may acquire against the Creditor arising out of the exercise by the Creditor or any Receiver of any rights or remedies under this Agreement or at law, and (ii) all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor. The Creditor will not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Creditor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Creditor of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which the Creditor would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale will extinguish the liability of the Debtor to pay the Liabilities, nor will the same operate as a merger or any covenant contained in this Agreement or of any other liability, nor will the acceptance of any payment or other security constitute or create any novation. The Debtor agrees to indemnify the Creditor from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any

kind or nature whatsoever (except by reason of the gross negligence or willful misconduct of the Creditor or any of its agents or employees) which may be imposed on, incurred by, or asserted against the Creditor and arising by reason of any action (including any action referred to in this Agreement) or inaction or omission to do any act legally required by the Debtor. This indemnification will survive the satisfaction, release or extinguishment of the Liabilities and the Security Interests created by this Agreement.

22. Amalgamation. If the Debtor is a corporation, the Debtor acknowledges that if it amalgamates with any other corporation or corporations, then (i) the Collateral and the Security Interests created by this Agreement will extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, will extend to and include the amalgamated corporation, and (iii) the term "Liabilities", where used in this Agreement, will extend to and include the Liabilities of the amalgamated corporation.

23. Governing Law; Attornment. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such province. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.

24. Interpretation. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Creditor or is to be acceptable to the Creditor, such consent, approval or determination of acceptability will be in the sole discretion of the Creditor. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. If more than one Debtor executes this Agreement, their obligations under this Agreement are joint and several.

25. Successors and Assigns. This Agreement will enure to the benefit of, and be binding on, the Debtor and its successors and permitted assigns, and will enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the Creditor. If the Debtor or the Creditor is an individual, then the term "Debtor" or "Creditor", as applicable, will also include his or her heirs, administrators and executors.

26. Acknowledgment of Receipt/Waiver. The Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

27. **Counterparts.** This Agreement may be signed in counterparts and by electronic transmission, each of which shall for all purposes be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument.

[remainder of this page intentionally left blank]

DATED as of the date first written above.

2745859 ONTARIO INC.

DocuSigned by:



25AE027794FB478...

Per: _____

Name: Irenka Bodanis

Title: President

DocuSigned by:



D5619F4D393D45B...

Per: _____

Name: Jennifer Joseph

Title: Secretary

DocuSigned by:



E74B90B017D3467...

Per: _____

Name: Patricia Pearson

Title: Treasurer

We have authority to bind the Corporation.

Address: 3-1750 The Queensway, Suite 1253
Etobicoke, Ontario M9C 5H5

Attention: David Bodanis
E-mail: founder@jakeshouse.ca

SCHEDULE A

Locations of Collateral (Paragraph 5(a))

133, 135, 139, 141 and 143 Main Street, Lucan, Ontario
3-1750 The Queensway, Suite 1253, Etobicoke, Ontario

Locations of Real Property (Paragraph 5(a))

133, 135, 139, 141 and 143 Main Street, Lucan, Ontario
3-1750 The Queensway, Suite 1253, Etobicoke, Ontario

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated as of February 7, 2022.

TO: MARSHALLZEHR GROUP INC.

RE: MZGI No. 308

WHEREAS:

- A. 2745859 Ontario Inc. (the “**Debtor**”) is, or may become, indebted or liable to MarshallZehr Group Inc. (the “**Creditor**”); and
- B. To secure the payment and performance of the Liabilities (this term, and other capitalized terms used in this Agreement, have the meanings set forth in Section 1), the Debtor has agreed to grant to the Creditor security interests in respect of the Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Debtor, the Debtor agrees with and in favour of the Creditor as follows:

1. **Definitions.** Capitalized terms used in this Agreement have the respective meanings ascribed thereto in this section:

- (a) “**Accessions**”, “**Account**”, “**Chattel Paper**”, “**Consumer Goods**”, “**Document of Title**”, “**Equipment**”, “**Goods**”, “**Instrument**”, “**Intangible**”, “**Inventory**” and “**Proceeds**” have the meanings given to them in the PPSA;
- (b) “**Books and Records**” means all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Collateral which are at any time owned by the Debtor or to which the Debtor (or any Person on the Debtor’s behalf) has access;
- (c) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the province referred to in the “**Governing Law**” section of this Agreement;
- (d) “**Collateral**” means all of the present and future undertaking, Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time sign and provide to the Creditor in connection with this Agreement) and real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time sign and provide to the Creditor in connection with this Agreement and including all fixtures and all buildings placed, installed or erected from time to time on any such real property) of the Debtor (including all such property at any time owned, leased or licensed by the Debtor, or in which the Debtor at any time has any interest or to which the Debtor is or may at any time become entitled) and all Proceeds thereof, wherever located;

- (e) **“Contracts”** means all contracts, licences and agreements to which the Debtor is at any time a party or pursuant to which the Debtor has at any time acquired rights, and includes (i) all rights of the Debtor to receive money due and to become due to it in connection with a contract, licence or agreement, (ii) all rights of the Debtor to damages arising out of, or for breach or default in respect of, a contract, licence or agreement, and (iii) all rights of the Debtor to perform and exercise all remedies in connection with a contract, licence or agreement;
- (f) **“Default”** means the occurrence of any of the following events or conditions:
- (i) the Debtor does not pay any of the Liabilities when due;
 - (ii) the Debtor does not observe or perform any of the Debtor’s obligations under this Agreement or any other agreement or document existing at any time between the Debtor and the Creditor;
 - (iii) any representation, warranty or statement made by or on behalf of the Debtor to the Creditor, in this Agreement or otherwise, is untrue in any material respect when made;
 - (iv) the Debtor ceases or threatens to cease to carry on in the normal course all or any material part of the Debtor’s business;
 - (v) the Debtor becomes insolvent or bankrupt, or makes or files a proposal, a notice of intention to make a proposal or an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act* (Canada) or comparable legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Debtor; or, if the Debtor is a corporation, proceedings are initiated under any legislation by or against the Debtor seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
 - (vi) a Receiver, trustee, custodian or other similar official is appointed in respect of the Debtor or any of the Collateral;
 - (vii) any Person holding a Security Interest in respect of any part of the Collateral takes possession of all or any material part of the Collateral, or a distress, execution or other similar process is levied against all or any material part of the Collateral;
 - (viii) the Debtor challenges or threatens to challenge the validity or enforceability of this Agreement or the Security Interests created by this Agreement; or
 - (ix) the Creditor, acting in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance of any of the Liabilities is or is about to be impaired or that all or any material part of the Collateral is or is about to be placed in jeopardy;
- (g) **“Intellectual Property Rights”** means all industrial and intellectual property rights, including copyrights, patents, trade-marks, industrial designs, know how and trade secrets and all Contracts related to any such industrial and intellectual property rights;

- (h) **"Liabilities"** means all present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Creditor, wherever and however incurred, and any unpaid balance thereof;
- (i) **"Money"** has the meaning given to it in the PPSA or, if there is no such meaning given in the PPSA, 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;
- (j) **"PPSA"** means the *Personal Property Security Act* of the province referred to in the "Governing Law" section of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation);
- (k) **"Permits"** means all permits, licences, authorizations, approvals, franchises, rights-of-way, easements and entitlements that the Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business;
- (l) **"Person"** will be broadly interpreted and includes an individual, a corporation, a limited liability company, a partnership, a trust, a joint venture, an association, an unincorporated organization, the government of a country or any political subdivision thereof, any agency or department of any such government, a regulatory agency or any other juridical entity and the heirs, executors, administrators or other legal representatives of an individual;
- (m) **"Personal Property"** means personal property and includes Accounts, Books and Records, Chattel Paper, Contracts, Documents of Title, Equipment, Goods, Instruments, Intangibles (including Intellectual Property Rights and Permits), Inventory, Money and Securities;
- (n) **"Receiver"** means a receiver, a manager or a receiver and manager;
- (o) **"Securities"** has the meaning given to it in the PPSA, or if there is no such meaning given in the PPSA but the PPSA defines "security" instead, it means the plural of that term; and
- (p) **"Security Interest"** means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, finance lease, title retention agreement or arrangement, security interest or other encumbrance or adverse claim of any nature, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property.

2. **Grant of Security Interest.** As general and continuing collateral security for the due payment and performance of the Liabilities, the Debtor mortgages, charges and assigns to the Creditor, and grants to the Creditor a security interest in, the Collateral.

3. **Limitations on Grant of Security Interest.** If the grant of any Security Interest in respect of any Contract, Intellectual Property Right or Permit under Section 2 would result in the termination or breach of such Contract, Intellectual Property Right or Permit, then the applicable Contract, Intellectual Property Right or Permit will not be subject to any Security Interest under Section 2 but will be held in trust by the Debtor for the benefit of the Creditor and, on exercise by the Creditor of any of its rights under this Agreement following Default, assigned by the Debtor as directed by the Creditor. In addition, the Security Interests created by this Agreement do not extend to the last day of the term of any lease or agreement for

lease of real property. Such last day will be held by the Debtor in trust for the Creditor and, on the exercise by the Creditor of any of its rights under this Agreement following Default, will be assigned by the Debtor as directed by the Creditor.

4. **Attachment; No Obligation to Advance.** The Debtor confirms that value has been given by the Creditor to the Debtor, that the Debtor has rights in the Collateral (other than after-acquired property) and that the Debtor and the Creditor have not agreed to postpone the time for attachment of the Security Interests created by this Agreement to any of the Collateral. The Security Interests created by this Agreement will have effect and be deemed to be effective whether or not the Liabilities or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution of this Agreement nor any advance of funds shall oblige the Creditor to advance any funds or any additional funds.

5. **Representations and Warranties.** The Debtor represents and warrants to the Creditor that:

(a) **Places of Business, Name, Location of Collateral.** The Debtor's principal place of business and chief executive office, and the place where it keeps its Books and Records, is at the address specified on the signature page of this Agreement, and its full legal name, and any other name under which it conducts its business, is specified on the signature page of this Agreement.

(b) **Title; No Other Security Interests.** Except for (i) the Security Interests created by this Agreement, and (ii) any other Security Interests permitted in writing by the Creditor, the Debtor owns (or, with respect to any leased or licensed property forming part of the Collateral, holds a valid leasehold or licensed interest in) the Collateral free and clear of any Security Interests. No security agreement, financing statement or other notice with respect to any or all of the Collateral is on file or on record in any public office, except for filings in favour of, or permitted in writing by, the Creditor.

(c) **Amount of Accounts.** The amount represented by the Debtor to the Creditor from time to time as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be the correct amount so owing by such account debtor or debtors and, unless disclosed in writing by the Debtor to the Creditor at that time, will be owed free of any dispute, set-off or counterclaim.

(d) **Authority; Consents.** The Debtor has full power and authority to grant to the Creditor the Security Interests created by this Agreement and to execute, deliver and perform its obligations under this Agreement, and such execution, delivery and performance does not contravene any of the Debtor's constating documents or by-laws or any agreement, instrument or restriction to which the Debtor is a party or by which the Debtor or any of the Collateral is bound. Except for any consent that has been obtained and is in full force and effect, no consent of any party (other than the Debtor) to any Contract or any obligor in respect of any Account is required, or purports to be required, for the execution, delivery and performance of this Agreement. Except as disclosed in writing by the Debtor to the Creditor, neither the Debtor nor (to the best of the Debtor's knowledge) any other party to any Account or Contract is in default or is likely to become in default in the performance or observance of any of the terms of such Account or Contract.

(e) **Execution and Delivery; Enforceability.** This Agreement has been duly authorized, executed and delivered by the Debtor and is a valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights,

and to the fact that equitable remedies (such as specific performance and injunction) are discretionary remedies.

(f) Motor Vehicles. A description of all motor vehicles and other "serial number" goods (i.e. trailers, mobile homes, aircraft, aircraft engines and vessels) (including vehicle identification numbers) presently owned by the Debtor and classified as Equipment is set out in Schedule A to this Agreement.

(g) No Consumer Goods. The Debtor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of the Debtor.

(h) Intellectual Property Rights. All Intellectual Property Rights owned by the Debtor, and all rights of the Debtor to the use of any Intellectual Property Rights, are described in Schedule A to this Agreement. To the best of the Debtor's knowledge, each such Intellectual Property Right is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set out in such Schedule, none of such Intellectual Property Rights has been licensed or franchised by the Debtor to any Person.

6. Survival of Representations and Warranties. All agreements, representations, warranties and covenants made by the Debtor in this Agreement are material, will be considered to have been relied on by the Creditor and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Creditor and any disposition or payment of the Liabilities until repayment and performance in full of the Liabilities and termination of all rights of the Debtor that, if exercised, would result in the existence of Liabilities.

7. Covenants. The Debtor covenants and agrees with the Creditor that:

(a) Further Documentation. The Debtor will from time to time, at the expense of the Debtor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Creditor may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Security Interests created by this Agreement). The Debtor acknowledges that this Agreement has been prepared based on the existing laws in the province referred to in the "Governing Law" section of this Agreement and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, the Debtor agrees that the Creditor will have the right to require that this Agreement be amended, supplemented or replaced, and that the Debtor will immediately on request by the Creditor authorize, execute and deliver any such amendment, supplement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if the Debtor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Creditor Security Interests similar to, and having the same effect as, the Security Interests created by this Agreement.

(b) Delivery of Certain Collateral. Promptly upon request from time to time by the Creditor, the Debtor will deliver (or cause to be delivered) to the Creditor, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Creditor may reasonably request, any and all Instruments, Securities, Documents of Title and Chattel Paper included in or relating to the Collateral as the Creditor may specify in its request.

(c) Payment of Expenses; Indemnification. The Debtor will pay on demand, and will indemnify and save the Creditor harmless from, any and all liabilities, costs and expenses (including legal fees and expenses on a solicitor and own client basis and any sales, goods and services or other similar taxes payable to any governmental authority with respect to any such liabilities, costs and expenses) (i) incurred by the Creditor in the preparation, registration, administration or enforcement of this Agreement, (ii) with respect to, or resulting from, any failure or delay by the Debtor in performing or observing any of its obligations under this Agreement, or (iii) incurred by the Creditor in performing or observing any of the other covenants of the Debtor under this Agreement.

(d) Maintenance of Records. The Debtor will keep and maintain accurate and complete records of the Collateral, including a record of all payments received and all credits granted with respect to the Accounts and Contracts. At the written request of the Creditor, the Debtor will mark any Collateral specified by the Creditor to evidence the existence of the Security Interests created by this Agreement.

(e) Right of Inspection. The Creditor may, at all times during normal business hours, without charge, examine and make copies of all Books and Records, and may discuss the affairs, finances and accounts of the Debtor with its officers and accountants. The Creditor may also, without charge, enter the premises of the Debtor where any of the Collateral is located for the purpose of inspecting the Collateral, observing its use or otherwise protecting its interests in the Collateral. The Debtor, at its expense, will provide the Creditor with such clerical and other assistance as may be reasonably requested by the Creditor to exercise any of its rights under this paragraph.

(f) Limitations on Other Security Interests. The Debtor will not create, incur or permit to exist, and will defend the Collateral against, and will take such other action as is necessary to remove, any and all Security Interests in and other claims affecting the Collateral, other than the Security Interests created by this Agreement or as permitted in writing by the Creditor, and the Debtor will defend the right, title and interest of the Creditor in and to the Collateral against the claims and demands of all Persons.

(g) Limitations on Dispositions of Collateral. The Debtor will not, without the Creditor's prior written consent, sell, lease or otherwise dispose of any of the Collateral, except that Inventory may be sold, leased or otherwise disposed of, and subject to Section 17, Accounts may be collected, in the ordinary course of the Debtor's business. Following Default, all Proceeds of the Collateral (including all amounts received in respect of Accounts) received by or on behalf of the Debtor, whether or not arising in the ordinary course of the Debtor's business, will be received by the Debtor as trustee for the Creditor and will be immediately paid to the Creditor.

(h) Limitations on Modifications, Waivers, Extensions. Other than as permitted by paragraph (i) below, the Debtor will not (i) amend, modify, terminate or waive any provision of any Permit, Contract or any document giving rise to an Account in any manner which is or could reasonably be expected to be materially adverse to the Debtor or the Creditor, or (ii) fail to exercise promptly and diligently its rights under each Contract and each document giving rise to an Account if such failure is or could reasonably be expected to be materially adverse to the Debtor or the Creditor.

(i) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business of the Debtor consistent with previous practices, the Debtor will not (i) grant any extension of the time for payment of any Account, (ii) compromise, compound or settle any Account

for less than its full amount, (iii) release, wholly or partially, any Person liable for the payment of any Account, or (iv) allow any credit or discount of any Account.

(j) Maintenance of Collateral. The Debtor will maintain all tangible Collateral in good operating condition, ordinary wear and tear excepted, and the Debtor will provide all maintenance, service and repairs necessary for such purpose.

(k) Insurance. The Debtor will keep the Collateral insured with financially sound and reputable companies to its full insurable value against loss or damage by fire, explosion, theft and such other risks as are customarily insured against by Persons carrying on similar businesses or owning similar property within the vicinity in which the Debtor's applicable business or property is located. The applicable insurance policies will be in form and substance satisfactory to the Creditor, and will (i) contain a breach of warranty clause in favour of the Creditor, (ii) provide that no cancellation, material reduction in amount or material change in coverage will be effective until at least 30 days after receipt of written notice thereof by the Creditor, (iii) contain by way of endorsement a mortgagee clause in form and substance satisfactory to the Creditor, and (iv) name the Creditor as loss payee as its interest may appear. The Debtor will, from time to time at the Creditor's request, deliver the applicable insurance policies (or satisfactory evidence of such policies) to the Creditor. If the Debtor does not obtain or maintain such insurance, the Creditor may, but need not, do so, in which event the Debtor will immediately on demand reimburse the Creditor for all payments made by the Creditor in connection with obtaining and maintaining such insurance, and until reimbursed any such payment will form part of the Liabilities and will be secured by the Security Interests created by this Agreement. Neither the Creditor nor its correspondents or its agents will be responsible for the character, adequacy, validity or genuineness of any insurance, the solvency of any insurer, or any other risk connected with insurance.

(l) Further Identification of Collateral. The Debtor will promptly furnish to the Creditor such statements and schedules further identifying and describing the Collateral, and such other reports in connection with the Collateral, as the Creditor may from time to time reasonably request, including an updated list of any motor vehicles or other "serial number" goods owned by the Debtor and classified as Equipment, including vehicle identification numbers.

(m) Notices. The Debtor will advise the Creditor promptly, in reasonable detail, of (i) any Security Interest (other than the Security Interests created by this Agreement and any Security Interest permitted in writing by the Creditor) on, or claim asserted against, any of the Collateral, (ii) the occurrence of any event, claim or occurrence that could reasonably be expected to have a material adverse effect on the value of the Collateral or on the Security Interests created by this Agreement, (iii) any change in the location of any place of business (including additional locations) or the chief executive office of the Debtor, (iv) any change in the location of any of the tangible Collateral (including additional locations), (v) any acquisition of real property by the Debtor, (vi) any change in the name of the Debtor, (vii) any merger or amalgamation of the Debtor with any other Person, (viii) any additional jurisdiction in which material accounts debtors of the Debtor are located, and (ix) any material loss of or damage to any of the Collateral. The Debtor agrees not to effect or permit any of the changes referred to in clauses (iii) to (viii) above unless all filings have been made and all other actions taken that are required in order for the Creditor to continue at all times following such change to have a valid and perfected Security Interest in respect of all of the Collateral.

(n) Delivery of Agreements re Intellectual Property Rights. The Debtor will promptly, following demand from time to time by the Creditor, authorize, execute and deliver any and all agreements,

instruments, documents and papers that the Creditor may request to evidence the Creditor's Security Interests in any Intellectual Property Rights and, where applicable, the goodwill of the business of the Debtor connected with the use of, and symbolized by, any such Intellectual Property Rights.

(o) Limitation on Loans and Guarantees. The Debtor will not, without the Creditor's prior written consent, lend money to or guarantee the obligations of any other third party.

(p) Limitation on Investments or Acquisitions. The Debtor will not, without the Creditor's prior written consent, make any investments or acquisitions other than in the normal course of business.

8. **Rights on Default.** On Default, all of the Liabilities will, at the option of the Creditor, become immediately due and payable and the security constituted by this Agreement will become enforceable, and the Creditor may, personally or by agent, at such time or times as the Creditor in its discretion may determine, do any one or more of the following:

(a) Rights under PPSA, etc. Exercise all of the rights and remedies granted to secured parties under the PPSA and any other applicable statute, or otherwise available to the Creditor at law or in equity.

(b) Demand Possession. Demand possession of any or all of the Collateral, in which event the Debtor will, at the expense of the Debtor, immediately cause the Collateral designated by the Creditor to be assembled and made available and/or delivered to the Creditor at any place designated by the Creditor.

(c) Take Possession. Enter on any premises where any Collateral is located and take possession of, disable or remove such Collateral.

(d) Deal with Collateral. Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral for such time and on such terms as the Creditor may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person in respect of any of the Collateral.

(e) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor.

(f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral in such manner, on such terms and conditions and at such times as the Creditor deems advisable.

(g) Dispose of Collateral. Realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Creditor or elsewhere, on such terms and conditions as the Creditor may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.

(h) Court-Approved Disposition of Collateral. Apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral.

(i) Purchase by Creditor. At any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral offered for sale and, upon compliance with the terms

of such sale, hold, retain and dispose of such Collateral without any further accountability to the Debtor or any other Person with respect to such holding, retention or disposition, except as required by law. In any such sale to the Creditor, the Creditor may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for Liabilities then due and payable to it as a credit against the purchase price.

(j) Collect Accounts. Notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Creditor and direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor in respect of such Accounts directly to the Creditor and, upon such notification and at the expense of the Debtor, enforce collection of any such Accounts, and adjust, settle or compromise the amount or payment of such Accounts, in such manner and to such extent as the Creditor deems appropriate in the circumstances.

(k) Transfer of Securities. Transfer any Securities forming part of the Collateral into the name of the Creditor or its nominee, with or without disclosing that the Securities are subject to the Security Interests arising under this Agreement.

(l) Exercise of Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any Securities forming part of the Collateral as if the Creditor were the absolute owner of such Securities.

(m) Payment of Liabilities. Pay any liability secured by any Security Interest against any Collateral. The Debtor will immediately on demand reimburse the Creditor for all such payments.

(n) Borrow and Grant Security Interests. Borrow money for the maintenance, preservation or protection of any Collateral or for carrying on any of the business or undertaking of the Debtor and grant Security Interests on any Collateral (in priority to the Security Interests created by this Agreement or otherwise) as security for the money so borrowed. The Debtor will immediately on demand reimburse the Creditor for all such borrowings.

(o) Appoint Receiver. Appoint by instrument in writing one or more Receivers of the Debtor or any or all of the Collateral with such rights, powers and authority (including any or all of the rights, powers and authority of the Creditor under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable law, any Receiver appointed by the Creditor will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of the Debtor and not of the Creditor.

(p) Court-Appointed Receiver. Apply to a court of competent jurisdiction for the appointment of a Receiver of the Debtor or of any or all of the Collateral.

(q) Consultants. Require the Debtor to engage a consultant of the Creditor's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of the Debtor and its employees, including unrestricted access to the premises, books and records of the Debtor; all reasonable fees and expenses of such consultant shall be for the account of the Debtor and the Debtor hereby authorizes any such consultant to report directly to the Creditor and to disclose to the Creditor any and all information obtained in the course of such consultant's employment.

The Creditor may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other Person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the above rights or remedies will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Without prejudice to the ability of the Creditor to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of Collateral by the Creditor which takes place substantially in accordance with the following provisions will be deemed to be commercially reasonable:

- (i) Collateral may be disposed of in whole or in part;
- (ii) Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (iii) any purchaser or lessee of Collateral may be a customer of the Creditor;
- (iv) a disposition of Collateral may be on such terms and conditions as to credit or otherwise as the Creditor, in its sole discretion, may deem advantageous; and
- (v) the Creditor may establish an upset or reserve bid or price in respect of Collateral.

9. **Grant of Licence.** For the purpose of enabling the Creditor to exercise its rights and remedies under Section 8 when the Creditor is entitled to exercise such rights and remedies, and for no other purpose, the Debtor grants to the Creditor an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to the Debtor) to use, assign or sublicense any or all of the Intellectual Property Rights, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same.

10. **Sale of Securities.** The Creditor is authorized, in connection with any offer or sale of any Securities forming part of the Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. The Debtor further agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Creditor will not be liable or accountable to the Debtor for any discount allowed by reason of the fact that such Securities are sold in compliance with any such limitation or restriction.

11. **Application of Proceeds.** All Proceeds of Collateral received by the Creditor or a Receiver may be applied to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing the Creditor's rights under this Agreement), Security Interests in favour of Persons other than the Creditor, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by the Creditor or the Receiver to protect, preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Security Interests

on the Collateral ranking in priority to any of the Security Interests created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds may, at the sole discretion of the Creditor, be held as collateral security for the Liabilities or be applied to such of the Liabilities (whether or not the same are due and payable) in such manner and at such times as the Creditor considers appropriate and thereafter will be accounted for as required by law.

12. Continuing Liability of Debtor. The Debtor will remain liable for any Liabilities that are outstanding following realization of all or any part of the Collateral and the application of the Proceeds thereof.

13. Creditor's Appointment as Attorney-in-Fact. The Debtor constitutes and appoints the Creditor and any officer or agent of the Creditor, with full power of substitution, as the Debtor's true and lawful attorney-in-fact with full power and authority in the place of the Debtor and in the name of the Debtor or in its own name, from time to time in the Creditor's discretion after a Default, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released. Nothing in this Section affects the right of the Creditor as secured party or any other Person on the Creditor's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as the Creditor or such other Person considers appropriate.

14. Performance by Creditor of Debtor's Obligations. If the Debtor fails to perform or comply with any of the obligations of the Debtor under this Agreement, the Creditor may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Creditor incurred in connection with any such performance or compliance will be payable by the Debtor to the Creditor immediately on demand, and until paid, any such expenses will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.

15. Interest. If any amount payable to the Creditor under this Agreement is not paid when due, the Debtor will pay to the Creditor, immediately on demand, interest on such amount from the date due until paid, at a nominal annual rate equal at all times 24%. All amounts payable by the Debtor to the Creditor under this Agreement, and all interest on all such amounts, compounded monthly on the last Business Day of each month, will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.

16. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Rights of Creditor; Limitations on Creditor's Obligations.

(a) **Limitations on Creditor's Liability.** The Creditor will not be liable to the Debtor or any other Person for any failure or delay in exercising any of the rights of the Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral, or to

preserve rights against prior parties). Neither the Creditor, a Receiver nor any agent of the Creditor (including, in Alberta or British Columbia, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral in its possession. Neither the Creditor nor any Receiver will be liable for any, and the Debtor will bear the full risk of all, loss or damage to any and all of the Collateral (including any Collateral in the possession of the Creditor or any Receiver) caused for any reason other than the gross negligence or willful misconduct of the Creditor or such Receiver.

(b) Debtor Remains Liable under Accounts and Contracts. Notwithstanding any provision of this Agreement, the Debtor will remain liable under each of the documents giving rise to the Accounts and under each of the Contracts to observe and perform all the conditions and obligations to be observed and performed by the Debtor thereunder, all in accordance with the terms of each such document and Contract. The Creditor will have no obligation or liability under any Account (or any document giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Creditor of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Creditor will not be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any Account (or any document giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any document giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

(c) Collections on Accounts and Contracts. The Creditor hereby authorizes the Debtor to collect the Accounts and payments under the Contracts in the normal course of the business of the Debtor and for the purpose of carrying on the same. If required by the Creditor at any time, any payments of Accounts or under Contracts, when collected by the Debtor, will be forthwith (and, in any event, within two Business Days) deposited by the Debtor in the exact form received, duly endorsed by the Debtor to the Creditor if required, in a special collateral account maintained by the Creditor, and until so deposited, will be held by the Debtor in trust for the Creditor, segregated from other funds of the Debtor. All such amounts while held by the Creditor (or by the Debtor in trust for the Creditor) and all income in respect thereof will continue to be collateral security for the Liabilities and will not constitute payment thereof until applied as hereinafter provided. If a Default has occurred and is continuing, the Creditor may apply all or any part of the amounts on deposit in said special collateral account on account of the Liabilities in such order as the Creditor may elect. At the Creditor's request, the Debtor will deliver to the Creditor any documents evidencing and relating to the agreements and transactions which gave rise to the Accounts and Contracts, including all original orders, invoices and shipping receipts.

(d) Analysis of Accounts. The Creditor will have the right to analyze and verify the Accounts in any manner and through any medium that it reasonably considers advisable, and the Debtor will furnish all such assistance and information as the Creditor may require in connection therewith. The Creditor may in its own name or in the name of others (including the Debtor) communicate with account debtors on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, status, amount and terms of any Account or any Contract. At any time and from time to time, upon the Creditor's reasonable request and at the expense of the Debtor, the Debtor will furnish to the Creditor reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.

18. **Dealings by Creditor.** The Creditor will not be obliged to exhaust its recourse against the Debtor or any other Person or against any other security it may hold in respect of the Liabilities before realizing upon or otherwise dealing with the Collateral in such manner as the Creditor may consider desirable. The Creditor may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Debtor and any other Person, and with any or all of the Collateral, and with other security and sureties, as the Creditor may see fit, all without prejudice to the Liabilities or to the rights and remedies of the Creditor under this Agreement. The powers conferred on the Creditor under this Agreement are solely to protect the interests of the Creditor in the Collateral and will not impose any duty upon the Creditor to exercise any such powers.

19. **Communication.** Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication, in each case to the address or facsimile number of the Debtor or Creditor set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a Business Day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following Business Day. Any communication sent by mail will be deemed to have been given and to have been received on the fifth Business Day following mailing, provided that no disruption of postal service is in effect. The Debtor and the Creditor may from time to time change their respective addresses or facsimile numbers for notice by giving notice to the other in accordance with the provisions of this Section.

20. **Release of Information.** The Debtor authorizes the Creditor to provide a copy of this Agreement and such other information as may be requested of the Creditor by Persons entitled thereto pursuant to any applicable legislation, and otherwise with the consent of the Debtor.

21. **Waivers and Indemnity.** To the extent permitted by applicable law, the Debtor unconditionally and irrevocably waives (i) all claims, damages and demands it may acquire against the Creditor arising out of the exercise by the Creditor or any Receiver of any rights or remedies under this Agreement or at law, and (ii) all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor. The Creditor will not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Creditor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Creditor of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which the Creditor would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale will extinguish the liability of the Debtor to pay the Liabilities, nor will the same operate as a merger or any covenant contained in this Agreement or of any other liability, nor will the acceptance of any payment or other security constitute or create any novation. The Debtor agrees to indemnify the Creditor from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any

kind or nature whatsoever (except by reason of the gross negligence or willful misconduct of the Creditor or any of its agents or employees) which may be imposed on, incurred by, or asserted against the Creditor and arising by reason of any action (including any action referred to in this Agreement) or inaction or omission to do any act legally required by the Debtor. This indemnification will survive the satisfaction, release or extinguishment of the Liabilities and the Security Interests created by this Agreement.

22. Amalgamation. If the Debtor is a corporation, the Debtor acknowledges that if it amalgamates with any other corporation or corporations, then (i) the Collateral and the Security Interests created by this Agreement will extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, will extend to and include the amalgamated corporation, and (iii) the term "Liabilities", where used in this Agreement, will extend to and include the Liabilities of the amalgamated corporation.

23. Governing Law; Attornment. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such province. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.

24. Interpretation. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Creditor or is to be acceptable to the Creditor, such consent, approval or determination of acceptability will be in the sole discretion of the Creditor. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. If more than one Debtor executes this Agreement, their obligations under this Agreement are joint and several.

25. Successors and Assigns. This Agreement will enure to the benefit of, and be binding on, the Debtor and its successors and permitted assigns, and will enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the Creditor. If the Debtor or the Creditor is an individual, then the term "Debtor" or "Creditor", as applicable, will also include his or her heirs, administrators and executors.

26. Acknowledgment of Receipt/Waiver. The Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

27. **Counterparts.** This Agreement may be signed in counterparts and by electronic transmission, each of which shall for all purposes be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument.

[remainder of this page intentionally left blank]

DATED as of the date first written above.

2745859 ONTARIO INC.

DocuSigned by:



25AE027794FB478...

Per: _____

Name: Irenka Bodanis

Title: President

DocuSigned by:



D5619F4D393D45B...

Per: _____

Name: Jennifer Joseph

Title: Secretary

DocuSigned by:



E74B90B017D3467...

Per: _____

Name: Patricia Pearson

Title: Treasurer

We have authority to bind the Corporation.

Address: 3-1750 The Queensway, Suite 1253
Etobicoke, Ontario M9C 5H5

Attention: David Bodanis
E-mail: founder@jakeshouse.ca

SCHEDULE A

Locations of Collateral (Paragraph 5(a))

133, 135, 139, 141 and 143 Main Street, Lucan, Ontario
3-1750 The Queensway, Suite 1253, Etobicoke, Ontario

Locations of Real Property (Paragraph 5(a))

133, 135, 139, 141 and 143 Main Street, Lucan, Ontario
3-1750 The Queensway, Suite 1253, Etobicoke, Ontario

***THIS IS EXHIBIT "X" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***



A Commissioner Etc.

CORPORATE AGREEMENT OF GUARANTEE

THIS AGREEMENT OF GUARANTEE formally dated the 21st day of July, 2014.

BETWEEN:

2233525 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario and having a head office at 465 Phillip Street, Unit #206, Waterloo, Ontario N2L 6C7

(hereinafter collectively called the "Guarantor"),

OF THE FIRST PART;

-and-

MARSHALLZEHR GROUP INC., and having an office at 465 Phillip Street, Suite 206, Waterloo, Ontario, N2L 6C7

(hereinafter called "MZG"),

OF THE SECOND PART.

WHEREAS 2301402 Ontario Limited (the "Company") has authorized the issuance to MZG of certain Security including but not limited to a collateral first charge in the principal amount of Eleven Million (CDN \$11,000,000.00) Dollars pursuant to certain corporate financing between the Company and MZG as set out in the commitment letter dated July 4, 2014, as may be amended (the "Commitment Letter");

WHEREAS the Guarantor has an interest in the business of the Company; and

WHEREAS it is a condition of the Commitment Letter that the Guarantor enter into this form of Guarantee.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the Guarantor jointly and severally covenant and agree with MZG as follows:

SECTION 1. **GUARANTEE**

1.1 For valuable consideration, the Guarantor hereby jointly and severally unconditionally guarantee and covenant with MZG that the Company will duly and punctually pay to MZG all debts and liabilities, present or future, director or indirect, absolute or contingent, matured or not at any time owing by the Company to MZG wherever incurred and whether incurred by the Company alone or with another or others, including, without limitation, all the principal of, interest on and all other moneys owing under the Charge as and when the same become due and payable according to the terms of the Charge (the "Company's Debts").

1.2 The Guarantor hereby acknowledge communication of the terms of the Charge and consent to and approve of the same. The guarantee herein contained shall take effect and be binding upon the Guarantor notwithstanding any defect in or omission from any documentation or security delivered by the Company to MZG or any default in or omission from the Charge or any non-registration or non-filing or defective registration or filing or by reason of any failure of the security intended to be created by the Charge or any other security.

1.3 The liability of the Guarantor under 1.1 hereof shall be joint and several with that of the Company and shall be absolute and unconditional. The Guarantor shall for all purposes of the guarantee be regarded as in the same position as a principal debtor, and hereby expressly waive demand, presentment, protest and notice thereof and of default. The obligation of the Guarantor hereunder shall be deemed to arise in respect of each default.

SECTION 2. **DEFAULT AND ENFORCEMENT**

2.1 If the Company shall make default in payment of the principal of, interest on or any other moneys owing to MZG on any of the Company's Debts including, without limitation, any principal of, interest on or other monies owing under the Charge as and when the same becomes due and payable, then the Guarantor shall forthwith on demand by MZG pay to MZG the principal, interest and other moneys in default.

2.2 If the Guarantor shall fail forthwith on demand to make good any such default, MZG may in its discretion proceed with the enforcement of its rights hereunder and may proceed to enforce such rights or from time to time any thereof prior to, contemporaneously with or after any action taken under any security or other documents delivered by the Company or others to MZG, including the Charge. The Guarantor shall pay on demand all costs and expenses (including complete reimbursement for 100% of all legal fees and disbursements) incurred by MZG in enforcing or attempting to enforce its rights hereunder and all proceedings taken in relation hereto; all such costs and expenses and other moneys payable hereunder shall bear interest at the greater of the loan rate or the interest rate provided for in any of the Charge, other security or loan documents.

2.3 All sums paid to or recovered by MZG pursuant to the provisions hereof shall be applied by it in payment of its costs and expenses payable hereunder and the principal, interest and other moneys owing to MZG including, without limitation, all amounts owing on the Charge are in such order as MZG in its sole discretion may determine.

2.4 MZG may waive any default of the Guarantor or any of them hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

2.5 Any moneys paid by or recovered from the Guarantor hereunder shall be held to have been paid pro tanto in discharge of the liability of the Guarantor hereunder, but not in discharge of the liability of the Company, and in the event of any such payment by or recovery from any of the Guarantor, such Guarantor hereby assigns any rights with respect to or arising from such payment or recovery (including without limitation any right of subrogation) to MZG unless or until MZG has received in the aggregate payment in full of all moneys owing to MZG including, without limitation, amounts on the Charge. If any Guarantor receives money in payment of any such debts and liabilities, such Guarantor will hold them in trust for, and will immediately pay funds to, MZG without reducing the Guarantor's liability under this Guarantee.

SECTION 3. ABSOLUTE LIABILITY

3.1 The liability of the Guarantor under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will MZG be responsible or owe any duty (as a fiduciary or otherwise) to any of the Guarantor, nor will MZG's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without the knowledge or consent of any of the Guarantor) of any one or more of the following events:

- (a) any termination, invalidity, unenforceability or release by MZG or any of its rights against the Company or against any other person or of any security;
- (b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Company's Debts or to any credit extended by MZG to the Company; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Company or any other person; any taking or giving up of any security; abstaining from taking, perfecting, filing or registering any security; allowing any security to lapse (whether by failing to make or maintain any registration, filing or otherwise); or any neglect or omission by MZG in respect of, or in the course of, doing any of these things;
- (c) accepting compositions from compromises, arrangements or plans of reorganizations or granting releases or discharges to the Company or any other person, or any other dealing with the Company or any other person or with any security that MZG considers appropriate;
- (d) any unenforceability or loss of or in respect of the Charge or any security held from time to time by MZG from any Guarantor, the Company or any other person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that security or otherwise due to MZG's fault or any other reason;
- (e) any change in the Company's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale lease or otherwise) of the Company or the Company's business;
- (f) any change in the Company's financial condition or that of the Company or any other guarantor (including insolvency and bankruptcy);
- (g) any change of effective control of the Company;
- (h) any event, whether or not attributable to MZG, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Company or any Guarantor, or to have resulted in the initiation of any such proceedings;
- (i) MZG's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Company or for all or substantially all of the Company's assets;
- (j) any failure by MZG to abide by any of the terms and conditions of MZG's agreements with, or to meet any of its obligations or duties owed to, the Guarantor, the Company or any person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between MZG and the Guarantor, the Company or any person;
- (k) any incapacity, disability, or lack or limitation of status or of the power of the Company or of the Company's directors, managers, officers, partners or agents; the discovery that the Company is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Company's Debts;
- (l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, the Guarantor, the Company or any other person in respect of either the Company's Debts or any of the Guarantor liability under this Guarantee; or
- (m) any amendment to any, some or all of the Offer of Finance, the Charge or any other security or agreements as between the Company and MZG.

For greater certainty, the Guarantor each agree that MZG may deal with the Guarantor, the Company and any other person in any manner without affecting the Guarantor's liability under this Guarantee.

Any claims by any of the Guarantor against MZG and its agents in respect of any of the foregoing matters or otherwise are hereby waived.

3.2 After all moneys payable by the Company to MZG including, without limitation, amounts owing under the Charge, have been paid in full, this guarantee shall cease and become null and void and MZG shall, at the request and at the expense of the Guarantor execute and deliver a release to the Guarantor.

SECTION 4.
MISCELLANEOUS

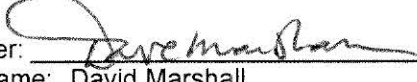
4.1 Any notices given hereunder shall be conclusively deemed effectively given if delivered personally to any of the parties hereto at the address for such party given above or if forwarded by registered mail to such party at such address. Any notice so mailed shall be conclusively deemed given on the third business day after the day of mailing, provided that in the event of a known disruption of postal service notice shall be given by personal delivery only. Any party hereto may effect a change of address by written notice given to the other parties hereto in accordance with this section.

4.2 This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be deemed to be effective as of the date of delivery of the Charge to MZG, notwithstanding the formal date hereof.

4.3 This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and shall extend to and be binding upon the heirs, executors, administrators and personal representatives of the Guarantor.

IN WITNESS WHEREOF the Guarantor have executed these presents.

2233525 ONTARIO INC.

Per:  c/s
Name: David Marshall
Title: President
I have authority to bind the Corporation

***THIS IS EXHIBIT "Y" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael R.", written over a horizontal line.

A Commissioner Etc.

CORPORATE AGREEMENT OF GUARANTEE

THIS AGREEMENT OF GUARANTEE formally dated the 21 day of July, 2014.

BETWEEN:

2233525 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario and having a head office at 465 Phillip Street, Unit #206, Waterloo, Ontario N2L 6C7

(hereinafter collectively called the "Guarantor"),

OF THE FIRST PART;

-and-

MARSHALLZEHR GROUP INC., and having an office at 465 Phillip Street, Suite 206, Waterloo, Ontario, N2L

(hereinafter called "MZG"),

OF THE SECOND PART.

WHEREAS 2301402 Ontario Limited (the "Company") has authorized the issuance to MZG of certain security including but not limited to a collateral second charge in the principal amount of Four Million, Five Hundred Thousand (CDN \$4,500,000.00) Dollars pursuant to certain corporate financing between the Company and MZG as set out in the commitment letter dated July 3, 2014, as may be amended (the "Commitment Letter").

WHEREAS the Guarantor has an interest in the business of the Company; and

WHEREAS it is a condition of the Commitment Letter that the Guarantor enter into this form of Guarantee.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the Guarantor jointly and severally covenant and agree with MZG as follows:

SECTION 1. **GUARANTEE**

1.1 For valuable consideration, the Guarantor hereby jointly and severally unconditionally guarantee and covenant with MZG that the Company will duly and punctually pay to MZG all debts and liabilities, present or future, director or indirect, absolute or contingent, matured or not at any time owing by the Company to MZG wherever incurred and whether incurred by the Company alone or with another or others, including, without limitation, all the principal of, interest on and all other moneys owing under the Charge as and when the same become due and payable according to the terms of the Charge (the "Company's Debts").

1.2 The Guarantor hereby acknowledge communication of the terms of the Charge and consent to and approve of the same. The guarantee herein contained shall take effect and be binding upon the Guarantor notwithstanding any defect in or omission from any documentation or security delivered by the Company to MZG or any default in or omission from the Charge or any non-registration or non-filing or defective registration or filing or by reason of any failure of the security intended to be created by the Charge or any other security.

1.3 The liability of the Guarantor under 1.1 hereof shall be joint and several with that of the Company and shall be absolute and unconditional. The Guarantor shall for all purposes of the guarantee be regarded as in the same position as a principal debtor, and hereby expressly waive demand, presentment, protest and notice thereof and of default. The obligation of the Guarantor hereunder shall be deemed to arise in respect of each default.

SECTION 2. **DEFAULT AND ENFORCEMENT**

2.1 If the Company shall make default in payment of the principal of, interest on or any other moneys owing to MZG on any of the Company's Debts including, without limitation, any principal of, interest on or other monies owing under the Charge as and when the same becomes due and payable, then the Guarantor shall forthwith on demand by MZG pay to MZG the principal, interest and other moneys in default.

2.2 If the Guarantor shall fail forthwith on demand to make good any such default, MZG may in its discretion proceed with the enforcement of its rights hereunder and may proceed to enforce such rights or from time to time any thereof prior to, contemporaneously with or after any action taken under any security or other documents delivered by the Company or others to MZG, including the Charge. The Guarantor shall pay on demand all costs and expenses (including complete reimbursement for 100% of all legal fees and disbursements) incurred by MZG in enforcing or attempting to enforce its rights hereunder and all proceedings taken in relation hereto; all such costs and expenses and other moneys payable hereunder shall bear interest at the greater of the loan rate or the interest rate provided for in any of the Charge, other security or loan documents.

2.3 All sums paid to or recovered by MZG pursuant to the provisions hereof shall be applied by it in payment of its costs and expenses payable hereunder and the principal, interest and other moneys owing to MZG including, without limitation, all amounts owing on the Charge are in such order as MZG in its sole discretion may determine.

2.4 MZG may waive any default of the Guarantor or any of them hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

2.5 Any moneys paid by or recovered from the Guarantor hereunder shall be held to have been paid pro tanto in discharge of the liability of the Guarantor hereunder, but not in discharge of the liability of the Company, and in the event of any such payment by or recovery from any of the Guarantor, such Guarantor hereby assigns any rights with respect to or arising from such payment or recovery (including without limitation any right of subrogation) to MZG unless or until MZG has received in the aggregate payment in full of all moneys owing to MZG including, without limitation, amounts on the Charge. If any Guarantor receives money in payment of any such debts and liabilities, such Guarantor will hold them in trust for, and will immediately pay funds to, MZG without reducing the Guarantor's liability under this Guarantee.

SECTION 3. **ABSOLUTE LIABILITY**

3.1 The liability of the Guarantor under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will MZG be responsible or owe any duty (as a fiduciary or otherwise) to any of the Guarantor, nor will MZG's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without the knowledge or consent of any of the Guarantor) of any one or more of the following events:

- (a) any termination, invalidity, unenforceability or release by MZG or any of its rights against the Company or against any other person or of any security;
- (b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Company's Debts or to any credit extended by MZG to the Company; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Company or any other person; any taking or giving up of any security; abstaining from taking, perfecting, filing or registering any security; allowing any security to lapse (whether by failing to make or maintain any registration, filing or otherwise); or any neglect or omission by MZG in respect of, or in the course of, doing any of these things;
- (c) accepting compositions from compromises, arrangements or plans of reorganizations or granting releases or discharges to the Company or any other person, or any other dealing with the Company or any other person or with any security that MZG considers appropriate;
- (d) any unenforceability or loss of or in respect of the Charge or any security held from time to time by MZG from any Guarantor, the Company or any other person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that security or otherwise due to MZG's fault or any other reason;
- (e) any change in the Company's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale lease or otherwise) of the Company or the Company's business;
- (f) any change in the Company's financial condition or that of the Company or any other guarantor (including insolvency and bankruptcy);
- (g) any change of effective control of the Company;
- (h) any event, whether or not attributable to MZG, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Company or any Guarantor, or to have resulted in the initiation of any such proceedings;
- (i) MZG's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Company or for all or substantially all of the Company's assets;
- (j) any failure by MZG to abide by any of the terms and conditions of MZG's agreements with, or to meet any of its obligations or duties owed to, the Guarantor, the Company or any person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between MZG and the Guarantor, the Company or any person;
- (k) any incapacity, disability, or lack or limitation of status or of the power of the Company or of the Company's directors, managers, officers, partners or agents; the discovery that the Company is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Company's Debts;
- (l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, the Guarantor, the Company or any other person in respect of either the Company's Debts or any of the Guarantor liability under this Guarantee; or
- (m) any amendment to any, some or all of the Offer of Finance, the Charge or any other security or agreements as between the Company and MZG .

For greater certainty, the Guarantor each agree that MZG may deal with the Guarantor, the Company and any other person in any manner without affecting the Guarantor's liability under this Guarantee.

Any claims by any of the Guarantor against MZG and its agents in respect of any of the foregoing matters or otherwise are hereby waived.

3.2 After all moneys payable by the Company to MZG including, without limitation, amounts owing under the Charge, have been paid in full, this guarantee shall cease and become null and void and MZG shall, at the request and at the expense of the Guarantor execute and deliver a release to the Guarantor.

SECTION 4.
MISCELLANEOUS


4.1 Any notices given hereunder shall be conclusively deemed effectively given if delivered personally to any of the parties hereto at the address for such party given above or if forwarded by registered mail to such party at such address. Any notice so mailed shall be conclusively deemed given on the third business day after the day of mailing, provided that in the event of a known disruption of postal service notice shall be given by personal delivery only. Any party hereto may effect a change of address by written notice given to the other parties hereto in accordance with this section.

4.2 This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be deemed to be effective as of the date of delivery of the Charge to MZG, notwithstanding the formal date hereof.

4.3 This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and shall extend to and be binding upon the heirs, executors, administrators and personal representatives of the Guarantor.

IN WITNESS WHEREOF the Guarantor have executed these presents.

2233525 ONTARIO INC.

Per:  c/s
Name: David Marshall
Title: President
I have authority to bind the Corporation

***THIS IS EXHIBIT "Z" TO THE
AFFIDAVIT OF MURRAY SNEDDEN
SWORN BEFORE ME THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be 'M. White', is written above a horizontal line.

A Commissioner Etc.

GUARANTEE

THIS GUARANTEE dated as of February 7, 2022.

TO: MARSHALLZEHR GROUP INC. (the "Lender")

RE: MZGI No. 306

WHEREAS:

- A. The Lender has agreed to extend a loan in the principal amount not exceeding Seventeen Million Two Hundred Sixty-Two Thousand Six Hundred Forty-Three (\$17,262,643.59) Dollars and Fifty-Nine Cents (the "**Loan**") in favour of 2301402 Ontario Limited (the "**Borrower**") on the terms and subject to the conditions as set out in a commitment letter dated July 4, 2014, as amended from time to time (collectively, the "**Commitment**"), issued in connection with the Loan; and
- B. The Loan is being advanced to the Borrower by the Lender on the condition that 2745859 Ontario Inc. and 2233525 Ontario Inc. (collectively, the "**Covenantor**") execute and deliver this Guarantee.

NOW THEREFORE in consideration of the Lender making the advance of the Loan and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the Covenantor hereby acknowledges and agrees as follows:

- 1. Subject to and in accordance with the provisions of the Commitment, the Covenantor hereby guarantees, on a joint and several basis, as if the Covenantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:
 - (a) all amounts expressed to be owing to the Lender pursuant to the Commitment and all agreements, instruments and other documents, whether referred to in the Commitment or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Commitment and any such instrument and other documents are sometimes hereinafter collectively called the "**Loan Documents**");
 - (b) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a substantial indemnity basis) arising out of or incurred by the Lender in connection with any one or more of the following:
 - (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;
 - (ii) the enforcement of this Guarantee; and
 - (iii) any action or other proceeding instituted by the Lender, the Borrower, the Covenantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall only apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the “**Liabilities**”) and any ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Covenantor hereunder is not cancellable or terminable by the Covenantor (whether or not the entire Loan has been advanced).
3. All indebtedness and liability, present and future, of the Borrower to the Covenantor are hereby assigned to the Lender and postponed to the Liabilities, and all moneys received by the Covenantor in respect thereof shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender, the whole without in any way limiting or lessening the liability of the Covenantor under this Guarantee; and this assignment and postponement is independent of this Guarantee and shall remain in full effect notwithstanding that the liability of the Covenantor under this Guarantee may be extinct.
4. The Covenantor’s liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Covenantor. Such demand may be given by personal delivery to the Covenantor or by sending such demand to the Covenantor by telecopier or by prepaid registered mail to the last address of the Covenantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Covenantor is mailed.
5. The Covenantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.
6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:
 - (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make Loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Covenantor or any other person whatsoever;
 - (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;
 - (c) the application by the Lender of any monies received from the Borrower, the Covenantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

- (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution or the loss of corporate existence of the Borrower or the Covenantor, the release or discharge of the Borrower or the Covenantor by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower or the Covenantor; and/or
 - (e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with the Lender or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Covenantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Covenantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.
7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Covenantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Covenantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Covenantor under this Guarantee; and the Covenantor renounces all benefits of discussion and division.
8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Covenantor set out herein shall nevertheless be binding upon the Covenantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Covenantor shall be responsible for the payment thereof to the Lender upon demand.
9. The Covenantor hereby agrees on a joint and several basis, to indemnify, save, hold and keep the Lender harmless from any and all claims, losses, damages, costs and expenses resulting from the non-payment to the Lender of all monies herein secured, and the liability of the Covenantor shall not be released, discharged, extinguished or diminished by any act whatsoever of the Borrower or any loss, avoidance, termination by operation of law or otherwise of the obligations of the Borrower or any other person, including, without limitation, any act of bankruptcy or insolvency, or any other act, matter or thing whatsoever, save only full payment in cash of all monies herein secured and full performance and observance of all covenants, terms and obligations pursuant to this Guarantee and all Loan and security documents related thereto.

10. The Covenantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Covenantor and will assign to the Lender all of the Covenantor's rights thereunder on demand. If the Covenantor does not file any such claim, the Lender, as attorney in fact of the Covenantor, is authorized to do so in the name of the Covenantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to any of the Covenantor, and to the full extent necessary for that purpose the Covenantor agrees to assign to the Lender on demand all of the Covenantor's right to any payments or distributions to which the Covenantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.
11. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Covenantor to claim the benefit thereof in reduction of the Liabilities. The Covenantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.
12. Upon this Guarantee bearing the signature of the Covenantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Covenantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Covenantor's liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Covenantor's liability hereunder.
13. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.
14. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in the payment of the Liabilities.
15. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.
16. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Covenantor any other guarantees

or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

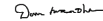
17. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.
18. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.
19. No modification of this Guarantee shall be effective unless it is in writing and signed by the Covenantor and the Lender.
20. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Covenantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.
21. All terms, agreements and conditions of this Guarantee shall extend to and be binding upon the Covenantor and the Borrower and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.
22. All nouns and personal pronouns herein including the defined terms "Covenantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun.
23. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.
24. The Covenantor acknowledges receipt of a copy of this Guarantee.
25. This Guarantee may be signed in counterparts and by electronic transmission, each of which shall for all purposes be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument.

[remainder of this page intentionally left blank]

DATED as of the date first written above.

2233525 ONTARIO INC.

DocuSigned by:



Per: _____

Name: David Marshall

Title: President

1BC8D71E02D14DD...

I have authority to bind the Corporation.

2745859 ONTARIO INC.

Per: _____

Name: Irenka Bodanis

Title: President

Per: _____

Name: Jennifer Joseph

Title: Secretary

Per: _____

Name: Patricia Pearson

Title: Treasurer

We have authority to bind the Corporation.

DATED as of the date first written above.

2233525 ONTARIO INC.

Per: _____
Name: David Marshall
Title: President

I have authority to bind the Corporation.

2745859 ONTARIO INC.

Per: _____
Name: Irenka Bodanis
Title: President

Per: _____
Name: Jennifer Joseph
Title: Secretary

Per: _____
Name: Patricia Pearson
Title: Treasurer

We have authority to bind the Corporation.

***THIS IS EXHIBIT "AA" TO THE
AFFIDAVIT OF MURRAY SNEDDEN
SWORN BEFORE ME THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. White", written over a horizontal line.

A Commissioner Etc.

GUARANTEE

THIS GUARANTEE dated as of February 7, 2022.

TO: MARSHALLZEHR GROUP INC. (the “Lender”)

RE: MZGI No. 307

WHEREAS:

- A. The Lender has agreed to extend a loan in the principal amount not exceeding Eight Million Eight Hundred Fifty Thousand One Hundred Fifty-Seven (\$8,850,157.40) Dollars and Forty Cents (the “**Loan**”) in favour of 2301402 Ontario Limited (the “**Borrower**”) on the terms and subject to the conditions as set out in a commitment letter dated July 3, 2014, as amended from time to time (collectively, the “**Commitment**”), issued in connection with the Loan; and
- B. The Loan is being advanced to the Borrower by the Lender on the condition that 2745859 Ontario Inc. and 2233525 Ontario Inc. (collectively, the “**Covenantor**”) execute and deliver this Guarantee.

NOW THEREFORE in consideration of the Lender making the advance of the Loan and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the Covenantor hereby acknowledges and agrees as follows:

- 1. Subject to and in accordance with the provisions of the Commitment, the Covenantor hereby guarantees, on a joint and several basis, as if the Covenantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:
 - (a) all amounts expressed to be owing to the Lender pursuant to the Commitment and all agreements, instruments and other documents, whether referred to in the Commitment or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Commitment and any such instrument and other documents are sometimes hereinafter collectively called the “**Loan Documents**”);
 - (b) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a substantial indemnity basis) arising out of or incurred by the Lender in connection with any one or more of the following:
 - (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;
 - (ii) the enforcement of this Guarantee; and
 - (iii) any action or other proceeding instituted by the Lender, the Borrower, the Covenantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall only apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the “**Liabilities**”) and any ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Covenantor hereunder is not cancellable or terminable by the Covenantor (whether or not the entire Loan has been advanced).
3. All indebtedness and liability, present and future, of the Borrower to the Covenantor are hereby assigned to the Lender and postponed to the Liabilities, and all moneys received by the Covenantor in respect thereof shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender, the whole without in any way limiting or lessening the liability of the Covenantor under this Guarantee; and this assignment and postponement is independent of this Guarantee and shall remain in full effect notwithstanding that the liability of the Covenantor under this Guarantee may be extinct.
4. The Covenantor’s liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Covenantor. Such demand may be given by personal delivery to the Covenantor or by sending such demand to the Covenantor by telecopier or by prepaid registered mail to the last address of the Covenantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Covenantor is mailed.
5. The Covenantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.
6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:
 - (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make Loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Covenantor or any other person whatsoever;
 - (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;
 - (c) the application by the Lender of any monies received from the Borrower, the Covenantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

- (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution or the loss of corporate existence of the Borrower or the Covenantor, the release or discharge of the Borrower or the Covenantor by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower or the Covenantor; and/or
 - (e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with the Lender or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Covenantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Covenantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.
7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Covenantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Covenantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Covenantor under this Guarantee; and the Covenantor renounces all benefits of discussion and division.
8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Covenantor set out herein shall nevertheless be binding upon the Covenantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Covenantor shall be responsible for the payment thereof to the Lender upon demand.
9. The Covenantor hereby agrees on a joint and several basis, to indemnify, save, hold and keep the Lender harmless from any and all claims, losses, damages, costs and expenses resulting from the non-payment to the Lender of all monies herein secured, and the liability of the Covenantor shall not be released, discharged, extinguished or diminished by any act whatsoever of the Borrower or any loss, avoidance, termination by operation of law or otherwise of the obligations of the Borrower or any other person, including, without limitation, any act of bankruptcy or insolvency, or any other act, matter or thing whatsoever, save only full payment in cash of all monies herein secured and full performance and observance of all covenants, terms and obligations pursuant to this Guarantee and all Loan and security documents related thereto.

10. The Covenantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Covenantor and will assign to the Lender all of the Covenantor's rights thereunder on demand. If the Covenantor does not file any such claim, the Lender, as attorney in fact of the Covenantor, is authorized to do so in the name of the Covenantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to any of the Covenantor, and to the full extent necessary for that purpose the Covenantor agrees to assign to the Lender on demand all of the Covenantor's right to any payments or distributions to which the Covenantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.
11. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Covenantor to claim the benefit thereof in reduction of the Liabilities. The Covenantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.
12. Upon this Guarantee bearing the signature of the Covenantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Covenantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Covenantor's liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Covenantor's liability hereunder.
13. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.
14. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in the payment of the Liabilities.
15. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.
16. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Covenantor any other guarantees

or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

17. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.
18. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.
19. No modification of this Guarantee shall be effective unless it is in writing and signed by the Covenantor and the Lender.
20. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Covenantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.
21. All terms, agreements and conditions of this Guarantee shall extend to and be binding upon the Covenantor and the Borrower and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.
22. All nouns and personal pronouns herein including the defined terms "Covenantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun.
23. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.
24. The Covenantor acknowledges receipt of a copy of this Guarantee.
25. This Guarantee may be signed in counterparts and by electronic transmission, each of which shall for all purposes be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument.

[remainder of this page intentionally left blank]

DATED as of the date first written above.

2233525 ONTARIO INC.

Per: _____
Name: David Marshall
Title: President

I have authority to bind the Corporation.

2745859 ONTARIO INC.

Per: _____
Name: Irenka Bodanis
Title: President

DocuSigned by:



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Per: _____
Name: Jennifer Joseph
Title: Secretary

DocuSigned by:



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Per: _____
Name: Patricia Pearson
Title: Treasurer

DocuSigned by:



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We have authority to bind the Corporation.

DATED as of the date first written above.


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Title: Treasurer

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We have authority to bind the Corporation.

***THIS IS EXHIBIT "BB" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***



A Commissioner Etc.

**MARSHALLZEHR GROUP INC.
SECURITY AGREEMENT**

To: **MarshallZehr Group Inc. ("MZG")**
465 Phillip Street, Suite 206
Waterloo, Ontario, N2L 6C7
Facsimile No. (519-342-0851)

From: **2233525 Ontario Inc. ("Debtor")**
465 Phillip Street, Suite 206
Waterloo, Ontario N2L 6C7
Facsimile No. (519-342-0851)

1. **General Security Interest.** As security for the payment and performance of all present and future indebtedness, liabilities and obligations of the Debtor to MZG, whether direct or indirect, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind, in any currency or otherwise, under or in respect of agreements or dealings between the Debtor and MZG or agreements or dealings between the Debtor and others by which MZG may be or become in any manner whatsoever a creditor of the Debtor including, without limitation, Obligations under (i) any and all letter agreements and offers to finance/or offers to lease (the "Offers of Finance") entered into by the Debtor and MZG from time to time, (ii) any promissory notes, guarantees or indemnities executed by the Debtor in favour of MZG, and (iii) this Security Agreement (all such indebtedness, liabilities, obligations, expenditures, costs and expenses are hereinafter collectively referred to as the "Obligations"), the Debtor hereby assigns, charges, pledges, mortgages and grants to MZG a security interest in all of the undertaking, property and assets of the Debtor, both real and personal, immoveable and moveable, tangible and intangible, legal and equitable, of whatsoever nature and kind situate on and used in connection with the Real Property described in Schedule "A" hereto, now owned or hereafter acquired by or on behalf of the Debtor or in respect of which the Debtor now or hereafter has any right, title or interest (all of which is hereinafter called the "Collateral"), including without limitation:

- (a) **Intangibles** - all intangible property including without limitation book debts and accounts, all contractual rights and insurance claims, licences, computer software, warranties, ownership certificates, patents, trademarks, trade names, goodwill, copyrights and other industrial property of the Debtor;
- (b) **Books & Records** - all of the Debtor's, manuals, publications, letters, deeds, documents, writings, papers, invoices, books of account and other books relating to or being records of debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (c) **Equipment** - all of the Debtor's tools, machinery, equipment, apparatus, furniture, plants, fixtures, vehicles and other tangible personal property, other than Inventory (as defined below), (collectively, the "Equipment") including, without limitation, the Equipment described in Schedule "A" hereto;
- (d) **Inventory** - all of the Debtor's tangible personal property held 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 (collectively, the "Inventory");
- (e) **Real Property** - all of the Debtor's real and immovable property, both freehold and leasehold, now or hereafter owned, acquired or occupied by the Debtor, together with all buildings, erections, improvements and fixtures situate upon or used in connection therewith, including any lease, verbal or written or any agreement therefor, (collectively, the "Real Property") provided, however, the last day of any term of any such lease, verbal or written, or any agreement therefor now held or hereafter held by the Debtor, is excepted out of the Real Property charged by this Security Agreement, but should such charge become enforceable the Debtor shall thereafter stand possessed of the last day of such leasehold interest upon trust to assign and dispose thereof as MZG may direct;
- (f) **Other Property** - the Debtor's undertaking and all of the Debtor's other property and assets including, without limitation, uncalled capital, judgments, rights, franchises, chattel paper, documents of title, goods, instruments, money and securities (as those

terms are defined in the Personal Property Security Act governing this Security Agreement); and

- (g) **Proceeds** - all of the Debtor's property in any form derived directly or indirectly from any use or dealing with the Collateral or that indemnifies or compensates for loss of or damage to the Collateral (collectively, the "Proceeds").

2. **Attachment.** The security interest given hereunder will attach immediately upon the execution of this Security Agreement. The security interest granted hereby has not been postponed and will attach to any particular Collateral as soon as the Debtor has rights in such Collateral.

3. **Representations and Warranties of the Debtor.** The Debtor represents and warrants to MZG as follows:

- (a) The Debtor now owns or will own the Collateral, as the case may be, free and clear of any prior lien, security interest or encumbrance save and except for the security interest granted hereby and for those encumbrances as shown in Schedule "B" which have been validly perfected ("Permitted Encumbrances");
- (b) This Security Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Debtor;
- (c) The authorization, creation, execution and delivery of this Security Agreement and compliance with its terms
 - (i) does not and shall not contravene any applicable law, regulation, rule, order, judgment or injunction or the charter documents, by-laws or any unanimous shareholders' agreement of the Debtor; and
 - (ii) does not and shall not result in a breach of or a default under any indenture, instrument, lease, agreement or undertaking to which the Debtor is a party or by which it or the Collateral is or may become bound.

4. **General Covenants.** The Debtor hereby declares, covenants and agrees that it:

- (a) **Pay Costs** - shall pay all costs and expenses (including legal fees and disbursements on a solicitor and own client basis) of MZG incidental to or which in any way relates to this Security Agreement or its enforcement, including (i) the preparation, execution and filing of this Security Agreement and any instruments postponing, discharging, amending, extending or supplemental to this Security Agreement or any security required by any Offer of Finance ("MZG's Security"); (ii) perfecting and keeping perfected MZG's Security; (iii) maintaining the intended priority of MZG's Security on all or any part of the Collateral; (iv) taking, recovering or possessing the Collateral; (v) taking any actions or other proceedings to enforce the remedies provided herein or otherwise in relation to this Security Agreement or the Collateral, or by reason of a default under MZG's Security or the Offer of Finance or the non-payment of the moneys hereby secured; (vi) taking proceedings, giving notices and giving responses required under any applicable law concerning or relating to MZG's Security, including compliance with the provisions of applicable bankruptcy, insolvency, personal property security and mortgage enforcement legislation; (vii) responding to or participating in proceedings in the nature of those described in Sections 14(d), (e) and (f) hereof; and (viii) obtaining the advice of counsel and other advisors in relation to the foregoing;

all such costs and expenses and other monies payable hereunder, together with interest at the highest rate chargeable by MZG from time to time on the Obligations, shall form part of the Obligations, shall be payable by the Debtor on demand and shall be secured hereby;

- (b) **To Pay Rents and Taxes** - shall pay all rents, taxes and assessments lawfully imposed upon the Real Property where the Collateral is located or any part thereof when the same become due and payable, and shall show to MZG on request receipts for such payment;
- (c) **To Maintain Corporate Existence and Security** - shall maintain its corporate existence, shall maintain the security hereby created as valid, effective and perfected security at all times, shall observe and perform all of its obligations under leases, licences

and other agreements to which it is a party so as to preserve and protect the Collateral and its value;

- (d) **Not to Sell** - shall not, except for Inventory sold in the ordinary course of business and except as otherwise permitted hereunder, remove, destroy, lease, sell or otherwise dispose or part with possession of any of the Collateral; provided that the Debtor may sell or otherwise dispose of furniture, machinery, equipment, vehicles and accessories which have become worn out or damaged or otherwise unsuitable for their purposes on condition that it shall substitute therefor, subject to the lien hereof and free from prior liens, security interests or encumbrances, property of equal value so that the security hereby constituted shall not thereby be in any way reduced or impaired;
- (e) **No Other Liens** - shall not create, assume or suffer to exist any charge, lien, federal or provincial government priority claim arising pursuant to statute including any deemed trust, security interest or encumbrance upon any Collateral other than Permitted Encumbrances. No provision hereof shall be construed as a subordination or postponement of the security interest created hereunder to or in favour of any other charge, lien, security interest or encumbrance, whether or not it is a Permitted Encumbrance, except that the Debtor may give security to its bankers on its Inventory or under assignments of its accounts receivable (except to the extent that such accounts receivable represent proceeds of the sale or disposition of Equipment or Real Property) and such security, if validly perfected, shall rank prior to the interest granted hereby on such Inventory and accounts receivable without further action by MZG;
- (f) **To Hold Proceeds of Unauthorized Sale in Trust** - in the event the Collateral or any part thereof is sold or disposed of prior to the full discharge of this Security Agreement by MZG, in any manner not authorized by this Security Agreement, shall hold all proceeds of such sale or disposition received by the Debtor as trustee for MZG until the Debtor has been fully released from this Security Agreement by MZG;
- (g) **To Insure** - shall keep insured the Collateral to its full insurable value or in such amounts as MZG may reasonably require against all risks, with insurers approved by MZG and will pay all premiums necessary for such purposes as the same shall become due; the proceeds under all policies of insurance are hereby assigned to MZG subject to Permitted Encumbrances as further security hereunder and shall be payable to MZG as its interest may appear and contain such mortgage clauses as MZG may require; such policies or contracts shall be in terms reasonably satisfactory to MZG and at the request of MZG shall be delivered to and held by MZG subject to the rights of the holders of Permitted Encumbrances;
- (h) **To Furnish Proofs** - shall forthwith on the happening of any loss or damage furnish at its expense all necessary proofs and do all necessary acts to enable MZG to obtain payment of the insurance moneys subject to the rights of the holders of Permitted Encumbrances;
- (i) **Inspection by MZG** - shall allow any employees or third parties retained by MZG at any reasonable time to enter the premises of the Debtor or others to inspect the Collateral and to inspect the books and records of the Debtor relating to the Collateral and make extracts therefrom, and shall permit MZG prompt access to such other persons, as MZG may deem necessary or desirable for the purposes of inspecting or verifying any matters relating to any part of the Collateral or the books and records of the Debtor relating to the Collateral, provided that any information so obtained shall be kept confidential, save as required by MZG in exercising its rights hereunder or pursuant to any applicable law or court order. The Debtor shall pay all costs and expenses of third parties (including legal fees and disbursements on a solicitor and own client basis) retained by MZG for purposes of inspection under this Section 4(i);
- (j) **Use and Maintenance** - shall cause the Equipment and Inventory to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent and duly qualified personnel. Any and all additions and accessions to and parts and replacements for the Equipment or Inventory shall immediately become subject to the security interest created hereby. The Debtor shall not change the intended use of the

Collateral without the prior written consent of MZG which will not be unreasonably withheld or delayed;

- (k) **Location of Collateral** - shall keep the Collateral at the locations set forth in Schedule "A" hereto, except for goods in transit to such locations, or Inventory on lease or consignment, or with the prior written consent of MZG;
- (l) **No Affixation** - shall not permit the Collateral to be attached to or affixed to real or other personal property without the prior written consent of MZG which will not be unreasonably withheld or delayed. The Debtor shall obtain and deliver to MZG such waivers as MZG may reasonably request from any owner, landlord or mortgagee of premises on which the Collateral is located or to which the Collateral may become affixed or attached. The Debtor shall promptly do, execute and deliver all such further acts, documents, agreements or assurances as MZG may reasonably require for giving effect to the intent of this Security Agreement and shall register such notice or documents against the title to such premises as MZG may reasonably request to protect its interests hereunder and shall maintain plates or marks showing the name of MZG upon the Collateral as requested;
- (m) **Not to Remove** - prior to moving any of the Collateral from any location indicated in Schedule "A" hereto, or to leasehold property, the Debtor shall effect such further registrations and obtain such other consents and give such other security, at the sole cost and expense of the Debtor, as may be required or desirable to protect or preserve the security hereby created and to maintain the priority intended to be granted to MZG hereunder as against all others including landlords, and the Debtor shall forthwith notify MZG of the intended removal and the action proposed to be taken;
- (n) **Compliance with Environmental Laws**
 - (i) shall conduct and maintain its business, operations, Real Property and the Collateral so as to comply in all respects with all applicable Environmental Laws, including obtaining all necessary licenses, permits, consents and approvals required to own or operate the Collateral and the business carried out on, at or from the Real Property;
 - (ii) except as specifically permitted by MZG in writing, it shall not permit or suffer to exist, Contaminants or dangerous or potentially dangerous conditions in, on or below the Real Property including, without limitation, any polychlorinated biphenyls, radio-active substances, underground storage tanks, asbestos or urea formaldehyde foam insulation;
 - (iii) has no knowledge of the existence of Contaminants or dangerous or potentially dangerous conditions at, on or under the Real Property or any properties in the vicinity of the Real Property which could affect the Real Property or the market value thereof or in levels that exceed the standards in Environmental Laws;
 - (iv) has no knowledge of the Real Property, or any portion thereof, having been used for the disposal of waste;
 - (v) has not given or received, nor does it have an obligation to give, any notice, claim, communication or information regarding any past, present, planned or threatened treatment, storage, disposal, presence, release or spill of any Contaminant at, on, under or from the Real Property or any property in the vicinity of the Real Property, including any notice pursuant to any Environmental Laws or any environmental report or audit. The Debtor shall notify MZG promptly and in reasonable detail upon receipt of any such claim, notice, communication or information or if the Debtor becomes aware of any violation or potential violation of the Debtor of any Environmental Laws and shall describe therein the action which the Debtor intends to take with respect to such matter;

- (vi) shall at the Debtor's expense establish and maintain a system to assure and monitor continued compliance with, and to prevent the contravention of, Environmental Laws, which system shall include periodic reviews of such compliance system and the Debtor shall provide an annual report to MZG regarding the Debtor's environmental performance, and the effectiveness of such system;
- (vii) shall promptly advise MZG in writing of any material adverse change in the environmental or other legal requirements affecting the Debtor or the Collateral or the Real Property upon the Debtor becoming aware of any such change, and the Debtor shall provide MZG with a copy of any of the orders, by-laws, agreements or other documents pursuant to which any such change is effected or documented;
- (viii) shall at the Debtor's expense promptly take or cause to be taken any and all necessary remedial or clean-up action in response to the presence, storage, use, disposal, transportation, release or discharge of any Contaminant in, on, under or about any of the Real Property, or used by the Debtor, in compliance with all material laws including, without limitation, Environmental Laws, and in accordance with the orders and directions of all applicable federal, state, provincial, municipal and local governmental authorities;
- (ix) shall deliver to MZG a true and complete copy of all environmental audits, evaluations, assessments, studies or tests relating to the Real Property, the Collateral or the Debtor now in its possession or control or forthwith after the completion thereof, or upon such materials coming into the Debtor's possession or control;
- (x) shall at the Debtor's expense, if reasonably requested by MZG in writing, retain an environmental consultant acceptable to MZG, acting reasonably, to undertake environmental tests and to prepare a report or audit with respect to the Real Property and deliver same to MZG for its review; and
- (xi) shall indemnify and save harmless MZG, its officers, directors, employees, agents and shareholders from and against all losses, liabilities, damages or costs (including legal fees and disbursement on a solicitor and own client basis) suffered including, without limitation, the cost or expense of any environmental investigation, the preparation of any environmental or similar report, and the costs of any remediation arising from or relating to any breach of the foregoing covenants of this Section 4(n) , any breach by the Debtor or any other person now or hereafter having an interest in the Collateral or the Real Property which is asserted or claimed against MZG; the presence, in any form, of any Contaminant on or under the Real Property, or the discharge, release, spill or disposal of any contaminant by the Debtor, which is asserted or claimed against any of these indemnified persons. This indemnity shall survive the payment in full of all amounts secured hereby and the discharge of this Security Agreement. MZG shall hold the benefit of this indemnity in trust for those indemnified persons who are not parties to this Security Agreement.
- (xii) For the purposes hereof:
 - a. "Contaminant" means any solid, liquid, gas, odour, heat, sound, smoke, waste, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause: (i) impairment of the quality of the natural environment for any use that can be made of it, (ii) injury or damage to property or to plant or animal life, (iii) harm or material discomfort to any person, (iv) an adverse affect on the health of any person, (v) impairment of the safety of any person, (vi) rendering any property or plant or animal life unfit for use by man, (vii) loss of enjoyment of normal use of property, or (viii) interference with the normal conduct of business, and includes any pollutant or contaminant as defined in any applicable Environmental Laws and any

biological, chemical or physical agent which is regulated, prohibited, restricted or controlled; and

- b. "Environmental Laws" means the common law and all applicable federal, provincial, local, municipal, governmental or quasi-governmental laws, rules, regulations, policies, guidelines, licences, orders, permits, decisions or requirements concerning Contaminants, occupational or public health and safety or the environment and any other order, injunction, judgment, declaration, notice or demand issued thereunder.

- (o) **Financial Statements** - shall deliver to MZG, in accordance with the terms of any Offers of Finance, its interim and annual financial statements, all of which financial statements shall be signed by an authorized officer of the Debtor and prepared in accordance with generally accepted accounting principles. The Debtor shall at the same time deliver to MZG copies of all management reports prepared by the accountants or auditors of the Debtor together with any other statements stipulated in any Offer of Finance;
- (p) **Offers of Finance** - shall comply with all provisions of the Offers of Finance, including executing and delivering all such documents as may be necessary to maintain in force the pre-authorized payment system specified in any Offer of Finance.

5. **Collection of Debts.** Upon the occurrence of an event of default hereunder, MZG may, without exercising any of its other rights or remedies hereunder, give notice of the security interest in, and the assignment to, MZG of any debt or liability forming part of the Collateral and may direct such person to make all payments on account of any such debt or liability to MZG.

6. **Waiver of Covenants.** MZG may waive in writing any breach by the Debtor of any of the provisions contained in this Security Agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, provided that no such waiver or any other act, failure to act or omission by MZG shall extend to or be taken in any manner to affect any subsequent breach or default or the rights of MZG resulting therefrom. All rights and remedies of MZG granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

7. **Performance of Covenants by MZG.** If the Debtor shall fail to perform any covenant on its part herein contained, MZG may in its absolute discretion perform any such covenant capable of being performed by it, but MZG shall be under no obligation to do so. If any such covenant requires the payment of money or if the Collateral or any part thereof shall become subject to any charge, lien, security interest or encumbrance ranking in priority to the security interest created hereby, MZG may in its absolute discretion make such payment and/or pay or discharge such charge, lien, security interest or encumbrance, but MZG shall be under no obligation to do so. All sums so paid by MZG, together with interest at the highest rate chargeable by MZG from time to time on the Obligations, shall be payable by the Debtor on demand and shall constitute a charge upon the Collateral. No such performance or payment shall relieve the Debtor from any default hereunder or any consequences of such default.

8. **Appointment of Monitor.** If in the opinion of MZG, acting reasonably, a material adverse change has occurred in the financial condition of the Debtor, or if MZG in good faith believes that the ability of the Debtor to pay any of its obligations to MZG or to perform any other covenant contained herein has become impaired or if an event of default has occurred, MZG may by written notice to the Debtor, appoint a monitor (the "Monitor") to investigate any or a particular aspect of the Collateral, the Debtor or its business and affairs for the purpose of reporting to MZG. The Debtor shall give the Monitor its full co-operation, including full access to facilities, assets and records of the Debtor and to its creditors, customers, contractors, officers, directors, employees, auditors, legal counsel and agents. The Monitor shall have no responsibility for the affairs of the Debtor nor shall it participate in the management of the Debtor's affairs and shall incur no liability in respect thereof or otherwise in connection with the Debtor, its business and affairs or the Collateral. The Monitor shall act solely on behalf of MZG and shall have no contractual relationship with the Debtor as a consultant or otherwise. The appointment of a Monitor shall not be regarded as an act of enforcement of this Security Agreement. All reasonable fees and expenses of the Monitor (including legal fees and disbursements on a solicitor and own client basis) shall be paid by the Debtor upon submission to it of a written invoice therefor. MZG may at its option upon the occurrence of an event of default appoint or seek to have appointed the

Monitor as receiver, receiver and manager, liquidator, or trustee in bankruptcy of the Debtor or the Collateral or any part thereof.

9. **Application of Insurance Proceeds.** Any insurance moneys received by MZG may at the option of MZG be applied to rebuilding or repairing the Collateral, or be paid to the Debtor, or any such moneys may be applied in the sole discretion of MZG, in whole or in part, to the repayment of the Obligations or any part thereof whether then due or not, with any partial payments to be credited against principal instalments payable thereunder in inverse order of their maturity dates.

10. **No Merger or Novation.** The taking of any judgment or the exercise of any power of seizure or sale shall not operate to extinguish the liability of the Debtor to perform its obligations hereunder or to pay the Obligations hereby secured, shall not operate as a merger of any covenant herein contained or affect the right of MZG to interest in effect from time to time hereunder and the acceptance of any payment or other security shall not constitute or create any novation. The execution and delivery of this Security Agreement or of any instruments or documents supplemental hereto shall not operate as a merger of any representation, warranty, term, condition or other provision contained in any other obligation or indebtedness of the Debtor to MZG or under any Offer of Finance.

11. **Security in Addition.** The security hereby constituted is in addition to any other security now or hereafter held by MZG. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the moneys secured hereby, shall not release or affect the security created hereby.

12. **Partial Discharges.** MZG may in its sole discretion grant partial discharges or releases of security in respect of any of the Collateral on such terms and conditions as it shall deem fit and no such partial discharges or releases shall affect the remainder of the security created hereby nor shall it alter the obligations of the Debtor under the Obligations or hereunder.

13. **Notice of Change.** The Debtor shall immediately notify MZG in writing of any proposed change and any actual change in the Debtor's name or address, the location of, and details of any loss or damage to, the Collateral, and the details of any claims or litigation affecting the Debtor or Collateral. The Debtor agrees to execute at the Debtor's expense, any instruments, notices or other documents required to effect any registration which MZG deems necessary to protect its interest in the Collateral in any jurisdiction.

14. **Events of Default.** Each of the following events shall constitute an "event of default":

- (a) the Debtor does not pay any of the Obligations when due;
- (b) the Debtor ceases or threatens to cease to carry on its business or defaults in the performance or observance of any of the covenants in Sections 4(d), (e), (i) or (m) or Section 8 hereof;
- (c) if the Debtor defaults in the performance or observance of any condition or covenant contained in this Security Agreement, other than as referred to elsewhere in this Section 14, in any other security previously, now or hereafter granted to MZG by the Debtor or in any other instrument or agreement (including any offer of finance) which the Debtor and MZG are parties to (whether alone or with others) or issued by either the Debtor or MZG to the other, and such default continues for ten (10) days after written notice thereof to the Debtor by MZG;
- (d) the Debtor becomes bankrupt or insolvent or commits an act of bankruptcy, or any proceeding is commenced against, by or affecting the Debtor:
 - (i) seeking to adjudicate it a bankrupt or insolvent;
 - (ii) seeking liquidation, dissolution, winding up, restructuring, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any reorganization, arrangement or compromise of debt under the laws of its jurisdiction of incorporation or organization); or

- (iii) seeking appointment of a receiver, receiver and manager, liquidator, trustee, agent, custodian or other similar official for it or for any part of its properties and assets, including the Collateral or any part thereof;
- (e) any order or judgment is issued by a court granting any of the relief referred to in Section 14(d) hereof;
- (f) if an encumbrancer or secured creditor shall appoint a receiver or agent or other similar official over any part of the Collateral, or take possession of any part of the Collateral or if any execution, distress or other process of any court becomes enforceable against any Collateral, or a distress or like process is levied upon any of such Collateral;
- (g) if the Debtor takes any proceedings for its dissolution, liquidation or amalgamation with another company or if the legal or corporate existence of the Debtor shall be terminated by expiration, forfeiture or otherwise;
- (h) if there is any material misrepresentation or misstatement contained in any certificate or document delivered by an officer or director of the Debtor in connection with any financing provided by MZG;
- (i) if any representation, warranty or statement made on behalf of the Debtor in any Offer of Finance or any instrument made pursuant thereto is or becomes untrue in any material respect;
- (j) if any guarantor of the obligations of the Debtor to MZG defaults in the performance of any condition or covenant in favour of MZG or if any party to an instrument or agreement supplemental or collateral to this Security Agreement or the financing provided for herein defaults thereunder, and such default continues for ten (10) days after written notice thereof to the Debtor by MZG;
- (k) if MZG, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance of any of the Obligations is or is about to be impaired or that the Collateral or any part thereof is or is about to be placed in jeopardy;
- (l) if voting control of the Debtor as provided for in any Offer of Finance or as subsequently effected with MZG's prior written consent, shall change without the prior written consent of MZG; or
- (m) if a default occurs under any agreement, promissory note, debt obligation, guarantee or otherwise now or hereafter granted to any other bank or financial institution by the Debtor.

15. **Enforcement.** Upon the happening of any event of default, the security granted herein shall become immediately enforceable and MZG may at its option declare this Security Agreement to be in default and may exercise any rights, powers or remedies available to MZG at law or in equity or under the Personal Property Security Act or other applicable legislation and, in addition, may exercise one or more of the following rights, powers or remedies, which rights, powers and remedies are cumulative:

- (a) to declare the full amount of the Obligations to be immediately due and payable;
- (b) to terminate the Debtor's right to possession of the Collateral, cause the Debtor to immediately assemble and deliver the Collateral at such place or places as may be specified by MZG, and enter upon the premises where the Collateral is located and take immediate possession thereof, whether it is affixed to the realty or not, and remove the Collateral without liability to MZG for or by reason of such entry or taking of possession, whether for damage to property caused by taking such or otherwise;
- (c) to enter upon and hold, possess, use, repair, preserve and maintain all or any part of the Collateral and make such replacements thereof and additions thereto as MZG shall deem advisable;

- (d) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon the whole of any part of the Collateral whether by public or private sale as MZG in its absolute discretion may determine without notice to the Debtor or advertisement and after deducting from the proceeds of sale (including legal fees and disbursements on a solicitor and his own client basis) incurred in the repossession, sale, lease or other disposition of the Collateral apply the proceeds thereof to the Obligations in the manner and order to be determined by MZG, provided however that MZG shall only be liable to account to the Debtor, any subsequent encumbrancers and others for money actually received by MZG and provided that the Debtor shall pay any deficiency forthwith;
- (e) to appoint by instrument in writing any person or persons to be a receiver or receiver and manager of all or any portion of the Collateral, to fix the receiver's remuneration and to remove any receiver so appointed and appoint another or others in its stead;
- (f) to apply to any court of competent jurisdiction for the appointment of a receiver or receiver and manager for all or any portion of the Collateral; and
- (g) to retain the Collateral in satisfaction of the Obligations.

16. Powers of Receiver.

- (a) Any receiver (which term includes a receiver and manager) shall have all of the powers of MZG set forth in this Security Agreement and, in addition, shall have the following powers:
 - (i) to lease all or any portion of the Collateral and for this purpose execute contracts in the name of the Debtor, which contracts shall be binding upon the Debtor and the Debtor hereby irrevocably constitutes such receiver as its attorney for such purposes;
 - (ii) to take possession of the Collateral, collect all rents, issues, incomes and profits derived therefrom and realize upon any additional or collateral security granted by the Debtor to MZG and for that purpose may take any proceedings in the name of the Debtor or otherwise; and
 - (iii) to carry on or concur in carrying on the business which the Debtor is conducting and for that purpose the receiver may borrow money on the security of the Collateral in priority to this Security Agreement;
- (b) Any receiver appointed pursuant to the provisions hereof shall be deemed to be the agent of the Debtor for the purposes of:
 - (i) carrying on and managing the business and affairs of the Debtor, and
 - (ii) establishing liability for all of the acts or omissions of the receiver while acting in any capacity hereunder and MZG shall not be liable for such acts or omissions,

provided that, without restricting the generality of the foregoing, the Debtor irrevocably authorizes MZG to give instructions to the receiver relating to the performance of its duties as set out herein.

17. Application of Moneys. All moneys actually received by MZG or by the receiver pursuant to Sections 15 and 16 of this Security Agreement shall be applied:

- (a) first, in payment of those claims, if any, of secured creditors of the Debtor (including any claims of the receiver pursuant to Section 16(a), ranking in priority to the charges created by this Security Agreement as directed by MZG or the receiver;
- (b) second, in payment of all costs, charges and expenses of and incidental to the appointment of the receiver (including legal fees and disbursements on a solicitor and

own client basis) and the exercise by the receiver or MZG of all or any of the powers granted to them under this Security Agreement, including the reasonable remuneration of the Receiver or any agent or employee of the receiver or any agent of MZG and all outgoings properly paid by the receiver or MZG in exercising their powers as aforesaid;

- (c) third, in or towards the payment to MZG of all other obligations due to it by the Debtor in such order as MZG in its sole discretion may determine;
- (d) fourth, in or towards the payment of the obligation of the Debtor to persons if any, with security interests against Collateral ranking subsequent to those in favour of MZG; and
- (e) fifth, subject to applicable law any surplus shall be paid to the Debtor.

18. **Possession of Collateral.** The Debtor acknowledges that MZG or any receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from MZG or any such Receiver to assemble and deliver possession of the Collateral at such place or places as directed.

19. **Deficiency.** The Debtor shall remain liable to MZG for any deficiency after the proceeds of any sale, lease or disposition of Collateral are received by MZG and applied in accordance with the provisions of Section 17(c) hereof.

20. **Assignment.** This Security Agreement may be assigned by MZG to any other person and, if so assigned, the assignee shall have and be entitled to exercise any and all discretions, rights and powers of MZG hereunder, and all references herein to MZG shall include such assignee. The Debtor may not assign this Security Agreement or any of its rights or obligations hereunder. This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Security Agreement and the security interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against MZG.

21. **Limited Power of Attorney.** The Debtor hereby appoints MZG as the Debtor's attorney, with full power of substitution, in the name and on behalf of the Debtor, to execute, deliver and do all such acts, deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Debtor has agreed to execute, deliver and do hereunder, under any Offer of Finance or otherwise, or as may be required by MZG or any receiver to give effect to this Security Agreement or in the exercise of any rights, powers or remedies hereby conferred on MZG or any receiver, and generally to use the name of the Debtor in the exercise of all or any of the rights, powers or remedies hereby conferred on MZG or any receiver. This appointment, being coupled with an interest, shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Debtor or for any other reason.

22. **Severability.** Each of the provisions contained in this Security Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Security Agreement.

23. **Notices.** Any notice required or desired to be given hereunder or under any Offer of Finance or under any instrument supplemental hereto shall be in writing and may be given by personal delivery, by facsimile or other means of electronic communication or by sending the same by registered mail, postage prepaid, to MZG or to the Debtor at their respective addresses set out above and, in the case of electronic communication, to the facsimile numbers set out above. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice sent by facsimile or other means of electronic transmission shall be deemed to have been delivered on the Business Day following the sending of the notice, and any notice so mailed shall be conclusively deemed given on the third Business Day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall not be given by mail. Any address for notice or payments herein referred to may be changed by notice in writing given pursuant hereto.

Notwithstanding the foregoing, if the Personal Property Security Act requires that notice be given in a special manner, then such notice or communication shall be given in such manner.

24. **General.**

- (i) The Debtor authorizes MZG to file such financing statements, notices of security interest, caveats and other documents and do such acts and things as MZG may consider appropriate to perfect its security in the Collateral, to protect and preserve its interest in the Collateral and to realize upon the Collateral.
- (ii) Nothing in this Security Agreement will in any way obligate MZG to advance any funds, or otherwise make or cause to make credit available to the Debtor, nor will MZG have any liability for any failure or delay in its part to exercise any rights hereunder.
- (iii) If more than one Debtor executes this Security Agreement, the obligations of such Debtors hereunder shall be joint and several.
- (iv) The division of this Security Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Security Agreement.
- (v) When the context so requires, the singular shall include the plural and vice versa and words importing gender include all genders; all rights, advantages, privileges, immunities, powers and things hereby secured to the Debtor shall be equally secured to and exercised by its successors and assigns.
- (vi) Time is of the essence in this Security Agreement.
- (vii) The Debtor, if a corporation, waives the rights, benefits and protection given by and agrees that The Limitation of Civil Rights Act and The Land Contracts (Actions) Act, both of Saskatchewan, shall not apply to this Security Agreement or to any agreement renewing or extending this Security Agreement or to the rights, powers or remedies of MZG under this Security Agreement or under any agreement renewing or extending this Security Agreement.
 - a. (viii) Without limiting any other right of MZG, whenever the security granted hereunder becomes enforceable or MZG has the right to declare the security granted hereunder to be immediately due and payable (whether or not it has so declared), MZG may, in its sole discretion, set off against the Obligations any and all amounts then owed to Debtor by MZG in any capacity, whether or not due, and MZG shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on MZG's records subsequent thereto.
 - b. (ix) MZG may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as MZG may see fit without prejudice to the liability of Debtor or MZG's right to hold and realize the security granted hereunder. Furthermore, MZG may demand, collect and sue on Collateral in either Debtor's or MZG's name, at MZG's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments (as defined in the Personal Property Security Act) pertaining to or constituting Collateral.
 - c. (x) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the security interest granted hereunder, or any part thereof, to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against MZG.
 - d. (xi) MZG may provide any financial and other information it has about Debtor, the security interest granted hereunder and the Collateral to anyone acquiring or who may acquire an interest in the security interest granted hereunder or the Collateral from MZG or anyone acting on behalf of MZG.

25. **Receipt.** The Debtor acknowledges that it has received an executed copy of this Security Agreement and, to the extent permitted by law, waives all rights to receive from MZG a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement or any supplemental or collateral security granted to MZG.

26. **Governing Law.** This Security Agreement or any amendment or renewal thereof will be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and the Debtor hereby irrevocably attorns to the jurisdiction of the courts of such province.

The Debtor has duly executed this Security Agreement on the 21st day of July, 2014

2233525 ONTARIO INC.

Per: David Marshall c/s
Name: David Marshall
Title: President

I have authority to bind the Corporation

Schedule "A"

Location of Collateral:

Lts 254, 255, Plan 188, Lucan Biddulph Twp. being PIN 09702-0291 (LT) municipally known as 143 Main Street, Lucan, Ontario;

Lt 256, Plan 188, Lucan Biddulph Twp. being PIN 09702-0292 (LT) municipally known as 141 Main Street, Lucan;

Lts 257, 258, Plan 188, Lucan Biddulph Twp. being PIN 09702-0293 (LT) municipally known as 139 Main Street, Lucan;

Lot 259, Plan 188, Lucan Biddulph Twp. being PIN 09702-0294 (LT) municipally known as 135 Main Street, Lucan;

and

**465 Phillip Street #206
Waterloo, Ontario N2L 6C7**

Schedule ""B"

PERMITTED ENCUMBRANCES

- (i) liens for taxes, assessments, governmental charges or levies not at the time due;
 - (ii) easements, rights of way or other similar rights in land which in the aggregate do not materially impair the usefulness in the business of the Debtor of the property subject thereto;
 - (iii) rights reserved to or vested in any municipal, governmental or other public authority by the terms of any lease, licence, franchise, grant or permit, or by any statutory provision, to terminate the same or to require annual or other periodic payments as a condition to the continuance thereof;
 - (iv) any charge, lien, security interest or encumbrance the validity of which is being contested by the Debtor in good faith and in respect of which either there shall have been deposited with MZG cash in an amount sufficient to satisfy the same or MZG shall be otherwise satisfied that its interests are not prejudiced thereby;
 - (v) validly perfected security given by the Debtor to its bankers on its Inventory or under assignments of its accounts receivable, except to the extent that such accounts receivable represent proceeds of the sale or disposition of Equipment or Real Property; and
 - (vi) purchase money security interests consisting of any validly perfected charge, lien, security interest or other encumbrance, created, assumed or arising by operation of law after the date hereof, to provide or secure the whole or any part of the consideration for the acquisition of tangible personal property other than Inventory, where
 - (A) the principal amount secured thereby does not exceed the cost to the Debtor of such property,
 - (B) the Debtor's obligation to repay is secured only by the property so acquired by the Debtor,
 - (C) the property is not being acquired as a replacement or substitution for property and assets which are specifically charged hereby, and
 - (D) such security includes the renewal or refinancing of any such purchase money security interest on the same property provided that the indebtedness secured and the security therefor is not increased and remains validly perfected.
 - (vii) PPSA registrations
- See attached summary

PPSA Search Summary
Conducted Against: 2233525 Inc.
File Currency: July 10, 2014

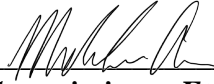
Priority	Secured Party(s)	File # Originating Registration #	Collateral	Additional Registrations/ Information	Required by: MZG Inc.
1.	Marshall Zehr Group Inc. 465 Phillip Street, #206 Waterloo, Ontario N2L 6C7 The Bank of Nova Scotia Trust Company 130 King Street W., 20 th Flr. Toronto, Ontario M5X 1K1	679035411 20120608 0940 1862 0765	Inventory, equipment, accounts & other including motor vehicle	Amendment : 20121023 0919 1862 0538 To change the debtor's name to 2233525 Ontario Inc. and to add MarshallZehr Capital as an additional debtor Amendment : 20121105 1128 1862 1488 To change the debtor MarshallZehr Capital Inc's name to 2233525 Ontario Inc. Amendment: 20121129 1947 1531 6493 Postponement of Claim. MarshallZehr Group Inc. and Laurentian Bank of Canada have entered into a postponement of claim whereby MarshallZehr Group Inc. and The Bank of Nova Scotia Trust Company defers and postpones its security under File No. 679035411 to Laurentian Bank of Canada under File No. 682764606 Renewal: 20140513 0923 1862 1536 for 2 years No fixed maturity date Expiry Date: Jun 08, 2016	WILL BE DISCHARGED

Priority	Secured Party(s)	File # Originating Registration #	Collateral	Additional Registrations/ Information	Required by: MZG Inc.
2.	Marshall Zehr Group Inc. 465 Phillip Street, #206 Waterloo, Ontario N2L 6C7	680131368 20120723 1404 1862 4224	Inventory, equipment, accounts & other including motor vehicle	Amendment: 20121023 0918 1862 0536 To change the debtor's name to 2233525 Ontario Inc. and to add Marshall Zehr Capital as an additional debtor Amendment: 20121105 1128 1862 1486 To change the debtor MarshallZehr Capital Inc.'s name to 2233525 Ontario Inc. Amendment: 20121123 1451 1530 4038 MarshallZehr Group Inc. and Laurentian Bank of Canada have entered into a postponement of claim whereby MarshallZehr Group Inc. defers and postpones its security under File No. 680131368 to Laurentian Bank of Canada under file no. 682764606 No fixed maturity date Expiry Date: July 23, 2017	
3.	Laurentian Bank of Canada 300-130 Adelaide St. W, Legal Toronto, Ontario M5H 3P5	682764615 20121108 1449 1530 8298	Inventory, equipment accounts & other including motor vehicle	Expiry Date: November 8, 2022	
4.	Laurentian Bank of Canada 300-130 Adelaide St. W, Legal Toronto, Ontario M5H 3P5	682764624 20121108 1449 1530 8299	Accounts & other and a general collateral description of: 2233525 Ontario Inc. and Laurentian Bank of Canada have entered into a postponement of claim	Expiry Date: November 8, 2022	

Priority	Secured Party(s)	File # Originating Registration #	Collateral	Additional Registrations/ Information	Required by: MZG Inc.
5.	Laurentian Bank of Canada 300-130 Adelaide St. W, Legal Toronto, Ontario M5H 3P5	683181207 20121128 1447 1530 5013	Accounts & other and a general collateral description of: Property used in connection with, situate at, or arising from, the ownership, development, use or disposition of, the lands and premises known as 701 Homer Watson Boulevard & 1425 Block Line Road, Kitchener, Millcreek Village Project.	Additional Debtors: McCrory Associates Limited 55 Aberdeen Road Kitchener, Ontario N2M 2Y6 Gregory L. Zehr 347 Browning Place Waterloo, Ontario N2L 2W2 Date of Birth: Nov 20, 1967 David G. Marshall 204 Mohawk Avenue Waterloo, Ontario N2L 2T3 Date of Birth: Aug 18, 1969 Expiry Date: Nov 28, 2016	
6.	MarshallZehr Group Inc. 465 Phillip Street, #206 Waterloo, Ontario N2L 6C7	683583606 20121214 1351 1862 4593	Inventory, equipment, accounts & other including motor vehicle and a general collateral description of: All of the debtor's present and after-acquired personal property located on, related to or used or acquired solely in connection with or arising from or out of the property municipally known as 139 Northfield Drive, Waterloo, Ontario	No fixed maturity date Expiry Date: Dec 14, 2017	
7.	Computershare Trust Company of Canada 100 University Ave., 9 th Flr Toronto, Ontario M5J 2Y1	687879504 20130618 1610 1862 7969	Accounts & other and a general collateral description of: Guarantee and postponement of claim relating to those lands and premises municipally located at 1173, 1177, 1183 and 1209 Haig Boulevard, Mississauga, Ontario being all of PINS 13480-0214(LT), 13480-0474(LT), 13480-0213(LT), 13480-	Additional Debtors: David Marshall 204 Mohawk Avenue Waterloo, Ontario N2L 2T3 Date of Birth: Sept 3, 1969 Gregory Zehr 347 Browning Place Waterloo, Ontario N2L 2W2 Date of Birth: Nov 20, 1967	

Priority	Secured Party(s)	File # Originating Registration #	Collateral	Additional Registrations/ Information	Required by: MZG Inc.
			0212(LT), 13480-0207(LT) and 13480-0472(LT)	Shawn R. Keeper 15 Devitt Avenue South Suite 101 Waterloo, Ontario N2J 1Y6 Date of Birth: Oct 30, 2984 Expiry Date: June 18, 2018	
8.	MarshallZehr Group Inc. 465 Phillip Street, #206 Waterloo, Ontario N2L 6C7	688496193 20130710 1243 1862 9483	Inventory, equipment, accounts and other including motor vehicle	No fixed maturity date Expiry Date: July 10, 2018	
9.	The Marshall Group Inc. 465 Phillip Street, #206 Waterloo, Ontario N2L 6C7	689572071 20130819 1421 1862 2290	Inventory, equipment, accounts and other including motor vehicle	No fixed maturity date Expiry Date: Aug 19, 2018	
10.	2367141 Ontario Inc. 465 Phillip Street, #206 Waterloo, Ontario N2L 6C7	689572386 20130819 1429 1862 2292	Inventory, equipment, accounts and other including motor vehicle	No fixed maturity date Expiry Date: Aug 19, 2018	
11.	2060762 Ontario Inc. 465 Phillip Street, #206 Waterloo, Ontario N2L 6C7	689572629 20130819 1440 1862 2295	Inventory, equipment, accounts and other including motor vehicle	No fixed maturity date Expiry Date: Aug 19, 2018	
12.	The Toronto-Dominion Bank 381 King Street West Kitchener, Ontario N2G 1B8	693993987 20140225 1525 1862 6116	Inventory, equipment, accounts and other including motor vehicle	No fixed maturity date Expiry Date: Feb 25, 2019	

***THIS IS EXHIBIT "CC" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. White", is written over a horizontal line.

A Commissioner Etc.

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(6721)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED

FILE CURRENCY : 06FEB 2025

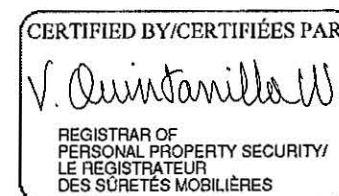
ENQUIRY NUMBER 20250207081632.38 CONTAINS 38 PAGE(S), 13 FAMILY(IES).

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

CHAITONS LLP (DB) - DENISE BORZI
5000 YONGE STREET, 10TH FLOOR
TORONTO ON M2N 7E9

CONTINUED...

2



(crlj/s 05/2022)



RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(6722)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
513268164

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20250206 1408 1590 7244	P PPSA	3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME : BUSINESS NAME : 2301402 ONTARIO LIMITED

ADDRESS : 139 MAIN STREET LUCAN ONTARIO CORPORATION NO. ON NOM 2J0

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

DEBTOR NAME : BUSINESS NAME :

ADDRESS : ONTARIO CORPORATION NO. :

SECURED PARTY / LIEN CLAIMANT : MARSHALLZEHR GROUP INC.

ADDRESS : 412 ALBERT STREET, SUITE 100 WATERLOO ON N2L 3V3

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

YEAR	MAKE	MODEL	V.I.N.
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GENERAL : PURSUANT TO SECTIONS 30(6) AND 52(2) OF THE PERSONAL PROPERTY
COLLATERAL : SECURITY ACT, THIS IS A RE-REGISTRATION OF FILE NO. 759896496, WHICH
DESCRIPTION : EXPIRED IN ERROR ON FEBRUARY 5, 2025

REGISTERING AGENT : CHAITONS LLP (DB/66979)

ADDRESS : 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlfv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(6723)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
513268191

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20250206 1409 1590 7245 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 2301402 ONTARIO LIMITED

04 ADDRESS 139 MAIN STREET LUCAN ONTARIO CORPORATION NO.
ON NOM 2J0

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / MARSHALLZEHR GROUP INC.
09 LIEN CLAIMANT

09 ADDRESS 412 ALBERT STREET, SUITE 100 WATERLOO ON N2L 3V3

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

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

13 GENERAL PURSUANT TO SECTIONS 30(6) AND 52(2) OF THE PERSONAL PROPERTY
14 COLLATERAL SECURITY ACT, THIS IS A RE-REGISTRATION OF FILE NO. 759896478, WHICH
15 DESCRIPTION EXPIRED IN ERROR ON FEBRUARY 5, 2025

16 REGISTERING CHAITONS LLP (DB/66979)
17 AGENT

17 ADDRESS 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(6724)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
513268209

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20250206 1409 1590 7246	P PPSA	3

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME	BUSINESS NAME	2301402 ONTARIO LIMITED		
-------------	---------------	-------------------------	--	--

ADDRESS	139 MAIN STREET	LUCAN	ONTARIO CORPORATION NO.	ON	NOM 2J0
---------	-----------------	-------	-------------------------	----	---------

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

DEBTOR NAME	BUSINESS NAME			
-------------	---------------	--	--	--

ADDRESS				
---------	--	--	--	--

SECURED PARTY / LIEN CHAINTANT	MARSHALLZEHR GROUP INC.			
--------------------------------	-------------------------	--	--	--

ADDRESS	412 ALBERT STREET, SUITE 100	WATERLOO	ON	N2L 3V3
---------	------------------------------	----------	----	---------

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

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

GENERAL COLLATERAL DESCRIPTION
PURSUANT TO SECTIONS 30(6) AND 52(2) OF THE PERSONAL PROPERTY SECURITY ACT, THIS IS A RE-REGISTRATION OF FILE NO. 759896433, WHICH EXPIRED IN ERROR ON FEBRUARY 5, 2025

REGISTERING AGENT	CHAITONS LLP (DB/66979)			
ADDRESS	5000 YONGE STREET, 10TH FLOOR	TORONTO	ON	M2N 7E9

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(6725)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759896433

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20200205 1717 1862 8099	P PPSA	5

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

BUSINESS NAME
2301402 ONTARIO LIMITED

03

ADDRESS	WATERLOO	ONTARIO CORPORATION NO.
465 PHILLIP STREET, SUITE 206		ON N2L 6C7

04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

BUSINESS NAME

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT
MARSHALLZEHR GROUP INC.

08

ADDRESS	WATERLOO	ON	N2L 6C7
465 PHILLIP STREET, SUITE 206			

09

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

11

GENERAL COLLATERAL DESCRIPTION
GENERAL ASSIGNMENT OF RENTS AND LEASES SECURED ON 133 MAIN STREET, LUCAN, ON (1ST)

13

14

15

REGISTERING AGENT
SORBARA, SCHUMACHER, MCCANN LLP (MWS.KL)

16

ADDRESS	WATERLOO	ON	N2J 1B8
31 UNION STREET EAST			

17

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(6726)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
759896478

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01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20200205 1717 1862 8100	P PPSA	5

02

03

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

DEBTOR
NAME

BUSINESS NAME 2301402 ONTARIO LIMITED

04

ADDRESS		ONTARIO CORPORATION NO.
465 PHILLIP STREET, SUITE 206	WATERLOO	ON N2L 6C7

05

06

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

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /
LITEN CLAIMANT

MARSHALLZEHR GROUP INC.

09

ADDRESS		ON	N2L 6C7
465 PHILLIP STREET, SUITE 206	WATERLOO		

10

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

11

12

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

13

14

15

GENERAL
COLLATERAL
DESCRIPTION

GENERAL ASSIGNMENT OF LEASES AND RENTS SECURED ON 133 MAIN STREET,
LUCAN, ON (2ND)

16

17

REGISTERING AGENT	ADDRESS		ON	N2J 1B8
	SORBARA, SCHUMACHER, MCCANN LLP (MWS.KL)			
	31 UNION STREET EAST	WATERLOO		

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(6727)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
759896496

00

01

CAPTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20200205 1719 1862 8101	P PPSA	5

02

03

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

DEBTOR
NAME

BUSINESS NAME 2301402 ONTARIO LIMITED

04

ADDRESS		ONTARIO CORPORATION NO.
465 PHILLIP STREET, SUITE 206	WATERLOO	ON N2L 6C7

05

06

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

DEBTOR
NAME

BUSINESS NAME

07

ADDRESS	ONTARIO CORPORATION NO.
---------	-------------------------

08

SECURED PARTY / MARSHALLZEHR GROUP INC.

09

ADDRESS		ON	N2L 6C7
465 PHILLIP STREET, SUITE 206	WATERLOO		

COLLATERAL CLASSIFICATION

10

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

11

12

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

13

14

15

GENERAL GENERAL ASSIGNMENT OF LEASES AND RENTS SECURED ON 133 MAIN STREET,
COLLATERAL 135, 139, 141 AND 143 MAIN STREET, LUCAN, ON (3RD)
DESCRIPTION

16

17

REGISTERING AGENT	SORBARA, SCHUMACHER, MCCANN LLP (MWS.KL)	ADDRESS	31 UNION STREET EAST	WATERLOO	ON	N2J 1B8
----------------------	--	---------	----------------------	----------	----	---------

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(6728)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LTEN

FILE NUMBER
758816046

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20191223 1450 1862 5464	P PPSA	5

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

DEBTOR NAME BUSINESS NAME 2301402 ONTARIO LIMITED

ADDRESS 465 PHILLIP STREET, SUITE 206 WATERLOO ONTARIO CORPORATION NO. ON N2L 6C7

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

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / LTEN CLAIMANT MARSHALLZEHR GROUP INC.

ADDRESS 465 PHILLIP STREET, SUITE 206 WATERLOO ON N2L 6C7

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

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

MOTOR VEHICLE

GENERAL GENERAL ASSIGNMENT OF RENTS SECURED OVER 133, 135, 139, 141 & 143
COLLATERAL MAIN STREET, LUCAN, ON
DESCRIPTION

REGISTERING AGENT SORBARA, SCHOMACHER, MCCANN LLP (MWS.KL)

ADDRESS 31 UNION STREET EAST WATERLOO ON N2J 1B8

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(6729)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20241029 1048 1590 3476	
21	RECORD REFERENCED	FILE NUMBER	758816046	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 3
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06	ONTARIO CORPORATION NO.			
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
11	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
12	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
13	YEAR	MAKE	MODEL	V.I.N.
14	MOTOR VEHICLE			
15	GENERAL			
16	COLLATERAL			
17	DESCRIPTION			
18	REGISTERING AGENT OR	CHAITONS LLP (JW/68934)		
19	SECURED PARTY/	ADDRESS	5000 YONGE STREET, 10TH FLOOR	TORONTO ON M2N 7E9
20	LIEN CLAIMANT			

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(6730)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
758816055

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20191223 1450 1862 5465	P PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

2301402 ONTARIO LIMITED

ONTARIO CORPORATION NO.

ADDRESS

465 PHILLIP STREET, SUITE 206

WATERLOO

ON N2L 6C7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

MARSHALLZEHR GROUP INC.

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

465 PHILLIP STREET, SUITE 206

WATERLOO

ON N2L 6C7

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

SORBARA, SCHUMACHER, MCCANN LLP (MWS.KL)

ADDRESS

31 UNION STREET EAST

WATERLOO

ON N2J 1B8

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crlfv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(6731)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20241029 1048 1590 3475	
21	RECORD REFERENCED	FILE NUMBER	758816055		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 3	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNER				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CHAITONS LLP (JW/68934)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	5000 YONGE STREET, 10TH FLOOR	TORONTO	ON M2N 7E9

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj21v 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(6732)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
717060663

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20160527 1716 1862 7310	P PPSA	5

02

03

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

2301402 ONTARIO LIMITED

ONTARIO CORPORATION NO. 2301402
ON N2L 6C7

04

ADDRESS

465 PHILIP STREET, SUITE 206

KITCHENER

05

06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /
LIEN CLAIMANT

BANK OF MONTREAL

09

ADDRESS

2 KING STREET WEST

KITCHENER

ON N2G 1A3

10

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

11

12

MOTOR
VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL
COLLATERAL
DESCRIPTION

16

REGISTERING
AGENT

DUECK, SAUER, JUTZI & NOLL LLP (LEE SAUER)

17

ADDRESS

403 ALBERT STREET

WATERLOO

ON N2L 3V2

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(6733)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20210317 1941 1531 0184	
21	RECORD REFERENCED	FILE NUMBER	717060663	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
		X	B RENEWAL	5
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				
04/07	ADDRESS	ONTARIO CORPORATION NO.		
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL
12	VEHICLE	V.I.N.		
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY BC V5G 3S8

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj21v 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(6734)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
698074785

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20140716 1547 1862 6577	P PPSA	5

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

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

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02					
03					
04					
05					
06					
07					
08					
09					

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				
13				
14				
15				

REGISTERING AGENT	ADDRESS	WATERLOO	ON	N2J 1B8
16				
17				

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj11v 05/2022)

Ontario

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(6735)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20160527 1746 1862 7313	
21	RECORD REFERENCED	FILE NUMBER	698074785		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED J OTHER	RENEWAL YEARS CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE	SUBORDINATION			
26	REASON/ DESCRIPTION	POSTPONEMENT BY MARSHALLZEHR GROUP INC. IN FAVOUR OF BANK OF MONTREAL REGISTRATION NO. 20160527171618627310 AND FILE NO. 717060663			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06			ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	DUECK, SAUER, JUTZI & NOLL LLP (LEE SAUER)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	403 ALBERT STREET	WATERLOO	ON N2L 3V2

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(6736)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		PAGES SCHEDULE NUMBER UNDER
01	001	20190605 0951 1862 0850
21	RECORD FILE NUMBER	698074785
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
		B RENEWAL
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME 2301402 ONTARIO LIMITED
25	OTHER CHANGE	
26	REASON/	
27	DESCRIPTION	
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/	
03/	TRANSFEREE	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
09	ADDRESS	
10	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11	MOTOR	YEAR MAKE MODEL V.I.N.
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (EF)
17	SECURED PARTY/	31 UNION STREET EAST WATERLOO ON N2J 1B8
	LIEN CLAIMANT	

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(6737)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20190710 1346 1862 3314	
21	RECORD FILE NUMBER	698074785			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
10					DATE OF MATURITY OR NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (MWS/EF)			
16	SECURED PARTY/	ADDRESS	31 UNION STREET EAST WATERLOO ON N2J 1B8		
17	LIEN CLAIMANT				

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(6738)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20240514 1047 1590 2476	
21	RECORD FILE NUMBER	698074785		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
			B RENEWAL	5
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (MWS/EF)		
17	SECURED PARTY/ LIEN CLAIMANT	31 UNION STREET EAST	WATERLOO	ON N2J 1B8

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

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)24v 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(6739)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
698074812

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20140716 1549 1862 6578	P PPSA	5

02

03

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

BUSINESS NAME 2301402 ONTARIO LIMITED

04

ADDRESS		ONTARIO CORPORATION NO.
206-465 PHILLIP STREET	WATERLOO	ON N2L 6C7

05

06

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

BUSINESS NAME PRINCE GEORGE RETIREMENT RESIDENCE

07

ADDRESS		ONTARIO CORPORATION NO.
206-465 PHILLIP STREET	WATERLOO	ON N2L 6C7

08

09

SECURED PARTY /
LIEN CLAIMANT MARSHALLZEHR GROUP INC

ADDRESS		ONTARIO CORPORATION NO.
206-465 PHILLIP STREET	WATERLOO	ON N2L 6C7

COLLATERAL CLASSIFICATION

10

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

11

12

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

13

14

15

GENERAL
COLLATERAL
DESCRIPTION

16

17

REGISTERING AGENT	ADDRESS		ON	N2J 1B8
SORBARA, SCHUMACHER, MCCANN LLP	31 UNION STREET EAST	WATERLOO		

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

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlfv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(6740)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20160527 1753 1862 7316	
21	RECORD REFERENCED	FILE NUMBER	698074812		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	OTHER		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE	SUBORDINATION			
26	REASON/ DESCRIPTION	POSTPONEMENT BY MARSHALLZEHR GROUP INC. IN FAVOUR OF BANK OF MONTREAL REGISTRATION NO. 20160527171618627310 AND FILE NO. 717060663			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06			ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO. FIXED	
10	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	DUECK, SAUER, JUTZI & NOLL LLP (LEE SAUER)			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	403 ALBERT STREET	WATERLOO	ON N2L 3V2

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

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(6741)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20190605 1000 1862 0853	
21	RECORD REFERENCED	FILE NUMBER	698074812		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (EF)			
17	SECURED PARTY/	31 UNION STREET EAST	WATERLOO	ON	N2J 1B8
	LIEN CLAIMANT				

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

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(6742)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20190710 1352 1862 3317	
21	RECORD FILE NUMBER	698074812			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
03/					
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
				INCLUDED	AMOUNT
					DATE OF MATURITY
					OR
					NO FIXED MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (MWS/EP)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	31 UNION STREET EAST WATERLOO ON N2J 1B8		

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

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(6743)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20240514 1047 1590 2477	
21	RECORD FILE NUMBER	698074812			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			MOTOR VEHICLE INCLUDED	DATE OF AMOUNT	NO FIXED MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (MWS/EF)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	31 UNION STREET EAST WATERLOO ON N2J 1B8		

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

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(6744)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
698075127

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20140716 1551 1862 6579	P PPSA	5

01

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

02

DEBTOR NAME	BUSINESS NAME	2301402 ONTARIO LIMITED		
----------------	---------------	-------------------------	--	--

03

ADDRESS	206-465 PHILLIP STREET	WATERLOO	ONTARIO CORPORATION NO.	ON N2L 6C7
---------	------------------------	----------	-------------------------	------------

04

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

05

DEBTOR NAME	BUSINESS NAME	PRINCE GEORGE RETIREMENT RESIDENCE		
----------------	---------------	------------------------------------	--	--

06

ADDRESS	206-465 PHILLIP STREET	WATERLOO	ONTARIO CORPORATION NO.	ON N2L 6C7
---------	------------------------	----------	-------------------------	------------

07

SECURED PARTY / LIEN CLAIMANT	MARSHALLZEHR GROUP INC.			
----------------------------------	-------------------------	--	--	--

08

ADDRESS	206-465 PHILLIP STREET	WATERLOO	ON	N2L 6C7
---------	------------------------	----------	----	---------

09

COLLATERAL CLASSIFICATION

10

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

11

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

12

GENERAL	ASSIGNMENT OF RENTS COVERING THE PROPERTIES MUNICIPALLY KNOWN AS 143
COLLATERAL	MAIN STREET, LUCAN ONTARIO, 141 MAIN STREET, LUCAN, ONTARIO AND 139
DESCRIPTION	MAIN STREET, LUCAN, ONTARIO

13

14

15

REGISTERING AGENT	SORBARA, SCHUMACHER, MCCANN LLP
----------------------	---------------------------------

16

ADDRESS	31 UNION STREET EAST	WATERLOO	ON	N2J 1B8
---------	----------------------	----------	----	---------

17

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

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 25
(6745)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20140724 1040 1862 7142	
21	RECORD FILE NUMBER	698075127			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO ADD 135 MAIN STREET, LUCAN, ONTARIO TO THE GENERAL COLLATERAL DESCRIPTION			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06			ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL COLLATERAL DESCRIPTION				
13	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP			
14	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	31 UNION STREET EAST	WATERLOO	ON N2J 1B8

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 26
(6746)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20160527 1751 1862 7314	
21	RECORD REFERENCED	FILE NUMBER	698075127		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED J OTHER	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE	SUBORDINATION			
26	REASON/ DESCRIPTION	POSTPONEMENT BY MARSHALLZEHR GROUP INC. IN FAVOUR OF BANK OF MONTREAL REGISTRATION NO. 20160527171618627310 AND FILE NO. 717060663			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06			ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR VEHICLE				
13	GENERAL COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	DUECK, SAUER, JUTZI & NOLL LLP (LEE SAUER)			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	403 ALBERT STREET	WATERLOO	ON N2L 3V2

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

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 27
(6747)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20190605 0954 1862 0851	
21	RECORD FILE NUMBER	698075127			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (EF)			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	31 UNION STREET EAST		
			WATERLOO	ON	N2J 1B8

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

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 06/2022)

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 28
(6748)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20190710 1349 1862 3316	
21	RECORD FILE NUMBER	698075127			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (MWS/EF)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	31 UNION STREET EAST	WATERLOO	ON N2J 1B8

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(6749)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20191223 1449 1862 5462	
21	RECORD REFERENCED	FILE NUMBER	698075127		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO ADD A GENERAL ASSIGNMENT OF RENTS COVERING THE PROPERTY			
27		MUNICIPALLY KNOWN AS 133 MAIN STREET, LUCAN, ONTARIO TO THE GENERAL			
28		COLLATERAL DESCRIPTION			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06		ONTARIO CORPORATION NO.			
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
10		INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR VEHICLE				
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (MWS/KL)			
16	SECURED PARTY/	ADDRESS	31 UNION STREET EAST		
17	LIEN CLAIMANT		WATERLOO	ON	N2J 1B8

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

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 30
(6750)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	2301402 ONTARIO LIMITED
FILE CURRENCY	06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO.	OF	PAGES	SCHEDULE	NUMBER
					UNDER
01	01	001	20240514	1047	1590 2478
21	RECORD	FILE NUMBER	698075127		
	REFERENCED				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
			B RENEWAL	YEARS	PERIOD
				5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/	BUSINESS NAME	2301402	ONTARIO LIMITED	
	TRANSFEROR				
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEE	BUSINESS NAME			
06					
04/07		ADDRESS			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09		ADDRESS			
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE		DATE OF
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR
10					
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (MWS/EF)			
17	SECURED PARTY/	ADDRESS	31 UNION STREET EAST		WATERLOO
	LIEN CLAIMANT				

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

CONTINUED . . . 31

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 31
(6751)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
698075163

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20140716 1552 1862 6580	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME	BUSINESS NAME	2301402 ONTARIO LIMITED		
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ADDRESS	206-465 PHILLIP STREET	WATERLOO	ONTARIO CORPORATION NO.	ON N2L 6C7
---------	------------------------	----------	-------------------------	------------

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

DEBTOR NAME	BUSINESS NAME	PRINCE GEORGE RETIREMENT RESIDENCE		
----------------	---------------	------------------------------------	--	--

ADDRESS	206-465 PHILLIP STREET	WATERLOO	ONTARIO CORPORATION NO.	ON N2L 6C7
---------	------------------------	----------	-------------------------	------------

SECURED PARTY / LIEN CLAIMANT	MARSHALLZEHR GROUP INC.			
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ADDRESS	206-465 PHILLIP STREET	WATERLOO	ON	N2L 6C7
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COLLATERAL CLASSIFICATION

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

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

GENERAL COLLATERAL DESCRIPTION	ASSIGNMENT OF RENTS COVERING THE PROPERTIES MUNICIPALLY KNOWN AS 143 MAIN STREET, LUCAN, ONTARIO, 141 MAIN STREET, LUCAN, ONTARIO AND 139 MAIN STREET, LUCAN, ONTARIO.		
--------------------------------------	--	--	--

REGISTERING AGENT	SORBARA, SCHUMACHER, MCCANN LLP
----------------------	---------------------------------

ADDRESS	31 UNION STREET EAST	WATERLOO	ON	N2J 1B8
---------	----------------------	----------	----	---------

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

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 32
(6752)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		PAGES SCHEDULE NUMBER UNDER
01	001	001
21	RECORD FILE NUMBER	20140724 1039 1862 7141
	REFERENCED	698075163
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
		X
23	REFERENCE	CHANGE REQUIRED
24	DEBTOR/ TRANSFEROR	A AMENDMENT
	BUSINESS NAME	2301402 ONTARIO LIMITED
25	OTHER CHANGE	
26	REASON/ DESCRIPTION	TO ADD 135 MAIN STREET, LUCAN, ONTARIO TO THE GENERAL COLLATERAL
27		
28		
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME
06		
04/07	ADDRESS	ONTARIO CORPORATION NO.
29	ASSIGNOR	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
09	ADDRESS	
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED
10		AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
	YEAR MAKE	MODEL V.I.N.
11	MOTOR	
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP
17	SECURED PARTY/ LIEN CLAIMANT	31 UNION STREET EAST WATERLOO ON N2J 1B8

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

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 33
(6753)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20160527 1752 1862 7315	
21	RECORD REFERENCED	FILE NUMBER	698075163		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED J OTHER	RENEWAL YEARS CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE	SUBORDINATION			
26	REASON/ DESCRIPTION	POSTPONEMENT BY MARSHALLZEHR GROUP INC. IN FAVOUR OF BANK OF MONTREAL REGISTRATION NO. 20160527171618627310 AND FILE NO. 717060663			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06	ONTARIO CORPORATION NO.				
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	DUECK, SAUER, JUTZI & NOLL LLP (LEE SAUER)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	403 ALBERT STREET	WATERLOO	ON N2L 3V2

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

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 34
(6754)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20190606 1524 1862 1014	
21	RECORD REFERENCED	FILE NUMBER	698075163		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
				INCLUDED	AMOUNT
				DATE OF MATURITY	OR NO. FIXED MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (EF)			
17	SECURED PARTY/	ADDRESS	31 UNION STREET EAST		
	LIEN CLAIMANT		WATERLOO	ON	N2J 1B8

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

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 35
(6755)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20190710 1355 1862 3320	
21	RECORD FILE NUMBER	698075163			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (MWS/EF)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	31 UNION STREET EAST	WATERLOO	ON N2J 1B8

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

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2iv 05/2022)

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 36
(6756)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20191223 1449 1862 5463	
21	RECORD REFERENCED	FILE NUMBER	698075163		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO ADD GENERAL ASSIGNMENT OF RENTS COVERING THE PROPERTY MUNICIPALLY KNOWN AS 133 MAIN STREET, LUCAN, ONTARIO TO THE GENERAL COLLATERAL DESCRIPTION			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06			ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL COLLATERAL DESCRIPTION				
13	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (MWS/KL)			
14	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	31 UNION STREET EAST	WATERLOO	ON N2J 1B8

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

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 37
(6757)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20240514 1047 1590 2479	
21	RECORD FILE NUMBER	698075163		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2301402 ONTARIO LIMITED	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	SORBARA, SCHUMACHER, MCCANN LLP (MWS/EF)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	31 UNION STREET EAST	WATERLOO ON N2J 1B8

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

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081632.38

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 38
(6758)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2301402 ONTARIO LIMITED
FILE CURRENCY : 06FEB 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

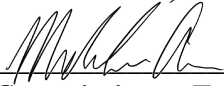
FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
513268164	20250206 1408 1590 7244			
513268191	20250206 1409 1590 7245			
513268209	20250206 1409 1590 7246			
759896433	20200205 1717 1862 8099			
759896478	20200205 1717 1862 8100			
759896496	20200205 1719 1862 8101			
758816046	20191223 1450 1862 5464	20241029 1048 1590 3476		
758816055	20191223 1450 1862 5465	20241029 1048 1590 3475		
717060663	20160527 1716 1862 7310	20210317 1941 1531 0184		
698074785	20140716 1547 1862 6577	20160527 1746 1862 7313	20190605 0951 1862 0850	20190710 1346 1862 3314
	20240514 1047 1590 2476			
698074812	20140716 1549 1862 6578	20160527 1753 1862 7316	20190605 1000 1862 0853	20190710 1352 1862 3317
	20240514 1047 1590 2477			
698075127	20140716 1551 1862 6579	20140724 1040 1862 7142	20160527 1751 1862 7314	20190605 0954 1862 0851
	20190710 1349 1862 3316	20191223 1449 1862 5462	20240514 1047 1590 2478	
698075163	20140716 1552 1862 6580	20140724 1039 1862 7141	20160527 1752 1862 7315	20190606 1524 1862 1014
	20190710 1355 1862 3320	20191223 1449 1862 5463	20240514 1047 1590 2479	

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crf)6 05/2022)

***THIS IS EXHIBIT "DD" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "Michael A.", written over a horizontal line.

A Commissioner Etc.

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(6759)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES

FILE CURRENCY : 06FEB 2025

ENQUIRY NUMBER 20250207081659.53 CONTAINS 14 PAGE(S), 6 FAMILY(IES).

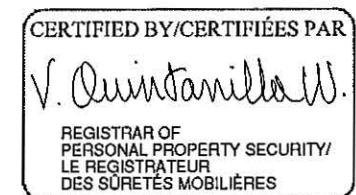
THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP (DB) - DENISE BORZI

5000 YONGE STREET, 10TH FLOOR
TORONTO ON M2N 7E9

CONTINUED...

2



(crfj6 05/2022)



RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(6760)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LTEN

FILE NUMBER
513268227

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20250206 1410 1590 7247	P PPSA	3

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

BUSINESS NAME
2745859 ONTARIO INC.

03

ADDRESS	ONTARIO CORPORATION NO.
3 - 1750 THE QUEENSWAY, SUITE 1253 ETOBICOKE	ON M9C 5H5

04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

BUSINESS NAME

06

ADDRESS	ONTARIO CORPORATION NO.

07

SECURED PARTY / LTEN CLAIMANT	ADDRESS
MARSHALLZEHR GROUP INC.	

08

ADDRESS	WATERLOO	ON	N2L 3V3
412 ALBERT STREET, SUITE 100			

09

COLLATERAL CLASSIFICATION

10

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

11

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

12

GENERAL DESCRIPTION
PURSUANT TO SECTIONS 30(6) AND 52(2) OF THE PERSONAL PROPERTY SECURITY ACT, THIS IS A RE-REGISTRATION OF FILE NO. 779791275, WHICH EXPIRED IN ERROR ON JANUARY 20, 2025

13

14

15

REGISTERING AGENT	ADDRESS
CHAITONS LLP (DB)	

16

ADDRESS	TORONTO	ON	M2N 7E9
5000 YONGE STREET, 10TH FLOOR			

17

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

CONTINUED...

3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(6761)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY	06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
21	FILING	NO.	OF	PAGES	SCHEDULE	NUMBER
		001	1	20250206	1530	1590 7297 P PPSA
	RECORD	FILE NUMBER	513268227			
	REFERENCED					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
			X	A AMENDMENT	YEARS	PERIOD
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2745859 ONTARIO INC.			
25	OTHER CHANGE					
26	REASON/ DESCRIPTION	CHANGE OF THE DEBTOR'S NAME FROM 2745859 ONTARIO INC. TO JAKE'S				
27		HOUSE COMMUNITY RESIDENCES PURSUANT TO ARTICLES OF CONTINUANCE				
28		EFFECTIVE FEBRUARY 12, 2024.				
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	JAKE'S HOUSE COMMUNITY RESIDENCES			
06						ONTARIO CORPORATION NO.
04/07		ADDRESS	5750 EXPLORER DRIVE, UNIT 102	MISSISSAUGA	ON	L4W 0A9
29	ASSIGNOR					
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09		ADDRESS				
	COLLATERAL CLASSIFICATION					
	CONSUMER			MOTOR VEHICLE	DATE OF	NO FIXED
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.		
11	MOTOR					
12	VEHICLE					
13	GENERAL					
14	COLLATERAL					
15	DESCRIPTION					
16	REGISTERING AGENT OR	CHAITONS LLP (DB/66979)				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	5000 YONGE STREET, 10TH FLOOR	TORONTO	ON	M2N 7E9

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(6762)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
513268236

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20250206 1410 1590 7248	P PPSA	3

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

2745859 ONTARIO INC.

ADDRESS	ON	ONTARIO CORPORATION NO.
3 - 1750 THE QUEENSWAY, SUITE 1253 ETOBICOKE		M9C 5H5

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

BUSINESS NAME

ADDRESS	ON	ONTARIO CORPORATION NO.
---------	----	-------------------------

MARSHALLZEHR GROUP INC.

ADDRESS	ON	N2L 3V3
412 ALBERT STREET, SUITE 100 WATERLOO		

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

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

PURSUANT TO SECTIONS 30(6) AND 52(2) OF THE PERSONAL PROPERTY
SECURITY ACT, THIS IS A RE-REGISTRATION OF FILE NO. 779791212, WHICH
EXPIRED IN ERROR ON JANUARY 20, 2025

REGISTERING AGENT CHAITONS LLP (DB/66979)

ADDRESS	TORONTO	ON	M2N 7E9
5000 YONGE STREET, 10TH FLOOR			

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(6763)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY	06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	
21	FILING	NO.	OF	PAGES	SCHEDULE	NUMBER	UNDER
		001		1		20250206 1531 1590 7298	P PPSA
	RECORD	FILE NUMBER		513268236			
	REFERENCED						
22		PAGE AMENDED		NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
				X	A AMENDMENT	YEARS	PERIOD
23	REFERENCE			FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		2745859 ONTARIO INC.			
25	OTHER CHANGE						
26	REASON/ DESCRIPTION			CHANGE OF THE DEBTOR'S NAME FROM 2745859 ONTARIO INC. TO JAKE'S			
27				HOUSE COMMUNITY RESIDENCES PURSUANT TO ARTICLES OF CONTINUANCE			
28				EFFECTIVE FEBRUARY 12, 2024.			
02/		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME		JAKE'S HOUSE COMMUNITY RESIDENCES			
06							
04/07		ADDRESS		5750 EXPLORER DRIVE, UNIT 102		MISSISSAUGA	ONTARIO CORPORATION NO. ON L4W 0A9
29	ASSIGNOR						
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
09		ADDRESS					
	COLLATERAL CLASSIFICATION						
	CONSUMER						
10		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	
		YEAR	MAKE	MODEL		V.I.N.	
11	MOTOR						
12	VEHICLE						
13	GENERAL						
14	COLLATERAL						
15	DESCRIPTION						
16	REGISTERING AGENT OR			CHAITONS LLP (DB/66979)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		5000 YONGE STREET, 10TH FLOOR		TORONTO	ON M2N 7E9

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(6764)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
513268254

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20250206 1410 1590 7249	P PPSA	3

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

DEBTOR NAME BUSINESS NAME 2745859 ONTARIO INC.

ADDRESS 3 - 1750 THE QUEENSWAY, SUITE 1253 ETOBICOKE ONTARIO CORPORATION NO. ON M9C 5H5

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

DEBTOR NAME BUSINESS NAME

ADDRESS

SECURED PARTY / MARSHALLZEHR GROUP INC.

ADDRESS 412 ALBERT STREET, SUITE 100 WATERLOO ON N2L 3V3

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

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

GENERAL PURSUANT TO SECTIONS 30(6) AND 52(2) OF THE PERSONAL PROPERTY
COLLATERAL SECURITY ACT, THIS IS A RE-REGISTRATION OF FILE NO. 779791293, WHICH
DESCRIPTION EXPIRED IN ERROR ON JANUARY 20, 2025.

REGISTERING CHAITONS LLP (DB/66979)

AGENT ADDRESS 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ej11v 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(6765)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20250206 1532 1590 7300 P	PPSA
21	RECORD REFERENCED	FILE NUMBER	513268254		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2745859 ONTARIO INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	CHANGE OF THE DEBTOR'S NAME FROM 2745859 ONTARIO INC. TO JAKE'S HOUSE COMMUNITY RESIDENCES PURSUANT TO ARTICLES OF CONTINUANCE EFFECTIVE FEBRUARY 12, 2024.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	JAKE'S HOUSE COMMUNITY RESIDENCES		
06					
04/07	ADDRESS	5750 EXPLORER DRIVE, UNIT 102	MISSISSAUGA	ONTARIO CORPORATION NO. ON L4W 0A9	
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	CHAITONS LLP (DB/66979)			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	5000 YONGE STREET, 10TH FLOOR	TORONTO	ON M2N 7E9

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(6766)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
513268272

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20250206 1411 1590 7250 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 2745859 ONTARIO INC.

04 ADDRESS 3 - 1750 THE QUEENSWAY, SUITE 1253 ETOBICOKE ONTARIO CORPORATION NO.
ON M9C 5H5

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / MARSHALLZEHR GROUP INC.

09 LIEN CLAIMANT ADDRESS 412 ALBERT STREET, SUITE 100 WATERLOO ON N2L 3V3

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

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

13 GENERAL PURSUANT TO SECTIONS 30(6) AND 52(2) OF THE PERSONAL PROPERTY
14 COLLATERAL SECURITY ACT, THIS IS A RE-REGISTRATION OF FILE NO. 779791167, WHICH
15 DESCRIPTION EXPIRED IN ERROR ON JANUARY 20, 2025

16 REGISTERING CHAITONS LLP (DB/66979)
AGENT

17 ADDRESS 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(6767)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20250206 1534 1590 7301 P	PPSA
21	RECORD REFERENCED	FILE NUMBER	513268272		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2745859 ONTARIO INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	CHANGE OF THE DEBTOR'S NAME FROM 2745859 ONTARIO INC. TO JAKE'S HOUSE COMMUNITY RESIDENCES PURSUANT TO ARTICLES OF CONTINUANCE EFFECTIVE FEBRUARY 12, 2024.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	JAKE'S HOUSE COMMUNITY RESIDENCES		
06				ONTARIO CORPORATION NO.	
04/07	ADDRESS	5750 EXPLORER DRIVE, UNIT 102	MISSISSAUGA	ON	L4W 0A9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CHAITONS LLP (DB/66979)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	5000 YONGE STREET, 10TH FLOOR	TORONTO	ON M2N 7E9

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(6768)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
513268281

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20250206 1411 1590 7251	P PPSA	3

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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2745859 ONTARIO INC.

3 - 1750 THE QUEENSWAY, SUITE 1253	ETOBICOKE	ONTARIO CORPORATION NO.	ON	M9C 5H5
------------------------------------	-----------	-------------------------	----	---------

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

--

	ONTARIO CORPORATION NO.
--	-------------------------

MARSHALLZEHR GROUP INC.

412 ALBERT STREET, SUITE 100	WATERLOO	ON	N2L 3V3
------------------------------	----------	----	---------

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

YEAR	MAKE	MODEL	VEIN
------	------	-------	------

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

PURSUANT TO SECTIONS 30(6) AND 52(2) OF THE PERSONAL PROPERTY
SECURITY ACT, THIS IS A RE-REGISTRATION OF FILE NO. 779791239, WHICH
EXPIRED IN ERROR ON JANUARY 20, 2025

REGISTERING
AGENT

CHAITONS LLP (DB/66979)

ADDRESS

5000 YONGE STREET, 10TH FLOOR

TORONTO

ON

M2N 7E9

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjiv 05/2022)

Ontario 

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(6769)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20250206 1535 1590 7302	P PPSA
21	RECORD FILE NUMBER	513268281		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
		X	A AMENDMENT	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2745859 ONTARIO INC.	
25	OTHER CHANGE			
26	REASON/	CHANGE OF THE DEBTOR'S NAME FROM 2745859 ONTARIO INC. TO JAKE'S		
27	DESCRIPTION	HOUSE COMMUNITY RESIDENCES PURSUANT TO ARTICLES OF CONTINUANCE		
28		EFFECTIVE FEBRUARY 12, 2024.		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME	JAKE'S HOUSE COMMUNITY RESIDENCES	
06				
04/07	ADDRESS	5750 EXPLORER DRIVE, UNIT 102	MISSISSAUGA	ONTARIO CORPORATION NO. ON L4W 0A9
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	CHAITONS LLP (DB/66979)		
17	SECURED PARTY/	ADDRESS	5000 YONGE STREET, 10TH FLOOR	TORONTO ON M2N 7E9
	LIEN CLAIMANT			

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2tv 05/2022)

Ontario

RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(6770)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
513268299

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20250206 1412 1590 7252 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 2745859 ONTARIO INC.

04 ADDRESS 3 - 1750 THE QUEENSWAY, SUITE 1253 ETOBICOKE ONTARIO CORPORATION NO.
ON M9C 5H5

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / MARSHALLZEHR GROUP INC.
09 HLTN CLAIMANT

09 ADDRESS 412 ALBERT STREET, SUITE 100 WATERLOO ON N2L 3V3

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

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

13 GENERAL PURSUANT TO SECTIONS 30(6) AND 52(2) OF THE PERSONAL PROPERTY
14 COLLATERAL SECURITY ACT, THIS IS A RE-REGISTRATION OF FILE NO. 779791329, WHICH
15 DESCRIPTION EXPIRED IN ERROR ON JANUARY 20, 2025

16 REGISTERING CHAITONS LLP (DB/66979)
17 AGENT ADDRESS 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1lv 05/2022)



RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(6771)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		SCHEDULE NUMBER UNDER
01	001	1
21	RECORD FILE NUMBER	513268299
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
23	REFERENCE	FIRST GIVEN NAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME 2745859 ONTARIO INC.
25	OTHER CHANGE	
26	REASON/	CHANGE OF THE DEBTOR'S NAME FROM 2745859 ONTARIO INC. TO JAKE'S
27	DESCRIPTION	HOUSE COMMUNITY RESIDENCES PURSUANT TO ARTICLES OF CONTINUANCE
28		EFFECTIVE FEBRUARY 12, 2024.
02/	DATE OF BIRTH	FIRST GIVEN NAME
05	DEBTOR/	INITIAL SURNAME
03/	TRANSFeree	BUSINESS NAME
06		JAKE'S HOUSE COMMUNITY RESIDENCES
04/07	ADDRESS	5750 EXPLORER DRIVE, UNIT 102
		MISSISSAUGA
		ONTARIO CORPORATION NO.
		ON L4W 0A9
29	ASSIGNOR	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
09	ADDRESS	
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
10	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
	YEAR MAKE	MODEL V.I.N.
11	MOTOR	
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	CHAITONS LLP (DB/66979)
17	SECURED PARTY/	5000 YONGE STREET, 10TH FLOOR
	LIEN CLAIMANT	TORONTO
		ON M2N 7E9

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

CONTINUED...

14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)2fv 05/2022)

Ontario



RUN NUMBER : 038
RUN DATE : 2025/02/07
ID : 20250207081659.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

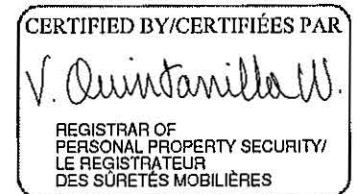
REPORT : PSSR060
PAGE : 14
(6772)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JAKE'S HOUSE COMMUNITY RESIDENCES
FILE CURRENCY : 06FEB 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
513268227	20250206 1410 1590 7247	20250206 1530 1590 7297		
513268236	20250206 1410 1590 7248	20250206 1531 1590 7298		
513268254	20250206 1410 1590 7249	20250206 1532 1590 7300		
513268272	20250206 1411 1590 7250	20250206 1534 1590 7301		
513268281	20250206 1411 1590 7251	20250206 1535 1590 7302		
513268299	20250206 1412 1590 7252	20250206 1536 1590 7303		

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



(crfj6 05/2022)

***THIS IS EXHIBIT "EE" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***



A Commissioner Etc.

PRIVATE & CONFIDENTIAL

March 5, 2025

VIA EMAIL TO (bodanisi@yahoo.ca)
AND REGISTERED MAIL

2301402 Ontario Limited
139 Main Street,
Lucan, Ontario
N0M 2J0

Attention: Irenka Bodanis

Re: *Indebtedness of 2301402 Ontario Limited (the "Borrower") to MarshallZehr Group Inc. (the "Lender")*

Dear Sir/Madam,

As you are aware, we are lawyers for the Lender.

Pursuant to the commitment letter dated as of July 4, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (collectively, the "**MZGI 306 Commitment Letter**"), the Lender made available to the Borrower a loan in the principal amount of \$17,262,643.59 (the "**MZGI 306 Loan**"), which MZGI 306 Loan is secured by, *inter alia*, the security described in **Schedule "A"**.

Pursuant to the commitment letter dated as of July 3, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (the "**MZGI 307 Commitment Letter**"), the Lender made available to the Borrower a loan in the principal amount of \$8,850,157.40 (the "**MZGI 307 Loan**"), which MZGI 307 Loan is secured by, *inter alia*, the security described in **Schedule "B"**.

Pursuant to the commitment letter dated as of December 13, 2019, as amended by an amending agreement dated December 22, 2021 (the "**MZGI 308 Commitment Letter**"), the Lender made available to the Borrower a loan in the principal amount of \$13,139,839.02 (the "**MZGI 308 Loan**"), which MZGI 308 Loan is secured by, *inter alia*, the security described in **Schedule "C"**.

We are advised by the Lender that, as at January 28, 2025, the Borrower is indebted to the Lender under the MZGI 306 Commitment Letter in the amount of **\$21,861,646.14**, for principal, interest and expenses, excluding legal costs.

We are advised by the Lender that, as at January 28, 2025, the Borrower is indebted to the Lender under the MZGI 307 Commitment Letter in the amount of **\$11,004,806.00**, for principal, interest and expenses, excluding legal costs.

We are advised by the Lender that, as at January 28, 2025, the Borrower is indebted to the Lender under the MZGI 308 Commitment Letter in the amount of **\$5,139,839.02**, for principal, interest and expenses, excluding legal costs.

We are further advised by the Lender that the MZGI 306 Loan, MZGI 307 Loan, and MZGI 308 Loan (collectively, the "**Loans**") matured on July 1, 2022 (the "**Maturity Date**"). The Borrower is in default of its obligations under the MZGI 306 Commitment Letter, the MZGI 307 Commitment Letter, and the MZGI 308 Commitment Letter, including without limitation, as a result of the Borrower's failure to repay the Loans by the Maturity Date.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amounts set out above, together with additional interest accrued and fees and costs (including legal costs) incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you.

Enclosed please find the Lender's Notices of Intention to Enforce Security, which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Govern yourselves accordingly.

Yours truly,
CHAITONS LLP



Harvey Chaiton
PARTNER
ENCL.

Cc: MarshallZehr Group Inc.

Schedule "A" MZGI 306 Loan Security

1. First Charge/Mortgage of Land securing the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 135, 139, 141 & 143 Main Street, Lucan, Ontario and legally described in PINs 09702-0294 (LT), 09702-0293 (LT), 09702-0292 (LT) and 09702-0291 (LT) (collectively, the "**Original Charge Lands**"), as registered in the Land Registry Office for the Land Titles Division of Middlesex No. 33 (the "**Registry Office**") as Instrument No. ER940952 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286485 on February 5, 2020 (collectively, the "**Original First Charge**");
2. General Assignment of Rents granted by the Borrower to the Lender in relation to the Original First Charge and registered against title to the Original Charge Lands as Instrument No. ER940953 on July 25, 2014;
3. Agreement Amending the Original First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
4. Collateral first Charge/Mortgage of Land in the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 133 Main Street, Lucan, Ontario and legally described in PIN 09702-0295 (LT) (the "**Collateral Charge Lands**"), as registered in the Registry Office as Instrument No. ER1286487 on February 5, 2020 (the "**Collateral First Charge**");
5. General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral First Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286488 on February 5, 2020;
6. Agreement Amending the Collateral First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
7. General Security Agreement granted by the Borrower to the Lender dated July 21, 2014; and
8. Acknowledgment and Confirmation of Existing Security granted by, *inter alios*, the Borrower to the Lender dated February 7, 2022; and
9. *Personal Property Security Act* (Ontario) ("**PPSA**") File Nos. 698074785, 698074812, 698075127, 698075163, 758816046, 758816055, 759896433 and 513268209.

Schedule "B" MZGI 307 Loan Security

1. Second Charge/Mortgage of Land securing the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands, as registered in the Land Registry Office as Instrument No. ER940954 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286486 on February 5, 2020 (collectively, the **"Original Second Charge"**);
2. General Assignment of Rents granted by the Borrower to the Lender in relation to the Original Second Charge and registered against title to the Original Charge Lands as Instrument No. ER940955 on July 25, 2014;
3. Agreement Amending the Original Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
4. Collateral second Charge/Mortgage of Land in the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Collateral Charge Lands, as registered in the Registry Office as Instrument No. ER1286489 on February 5, 2020 (the **"Collateral Second Charge"**);
5. General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral Second Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286490 on February 5, 2020;
6. Agreement Amending the Collateral Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
7. General Security Agreement granted by the Borrower to the Lender dated July 21, 2014;
8. Acknowledgment and Confirmation of Existing Security granted by, *inter alios*, the Borrower to the Lender dated February 7, 2022; and
9. PPSA File Nos. 698074785, 698074812, 698075127, 698075163, 758816046, 758816055, 759896478 and 513268191.

Schedule "C"
MZGI 308 Loan Security

1. Third Charge/Mortgage of Land securing the principal amount of \$15,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands and the Collateral Charge Lands (collectively, the "**Lands**"), as registered in the Land Registry Office as Instrument No. ER1286491 on February 5, 2020 (the "**Third Charge**");
2. General Assignment of Rents granted by the Borrower to the Lender in relation to the Third Charge and registered against title to the Lands as Instrument No. ER1286492 on July 25, 2014;
3. Agreement Amending the Third Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
4. General Security Agreement granted by the Borrower to the Lender dated December 23, 2019;
5. Acknowledgment and Confirmation of Existing Security granted by, *inter alios*, the Borrower to the Lender dated February 7, 2022; and
6. PPSA File Nos. 698074785, 698074812, 698075127, 698075163, 758816046, 758816055, 759896433, 759896478, 759896496, 513268164, 513268191 and 513268209.

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **2301402 Ontario Limited**, an insolvent person

Take notice that:

1. **MarshallZehr Group Inc.** (the “**Lender**”), a secured creditor, intends to enforce its security on all of the present and after-acquired property of 2301402 Ontario Limited (the “**Borrower**”).
2. The security that is to be enforced includes, *inter alia*, the following:
 - (a) First Charge/Mortgage of Land securing the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 135, 139, 141 & 143 Main Street, Lucan, Ontario and legally described in PINs 09702-0294 (LT), 09702-0293 (LT), 09702-0292 (LT) and 09702-0291 (LT) (collectively, the “**Original Charge Lands**”), as registered in the Land Registry Office for the Land Titles Division of Middlesex No. 33 (the “**Registry Office**”) as Instrument No. ER940952 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286485 on February 5, 2020 (collectively, the “**Original First Charge**”);
 - (b) General Assignment of Rents granted by the Borrower to the Lender in relation to the Original First Charge and registered against title to the Original Charge Lands as Instrument No. ER940953 on July 25, 2014;
 - (c) Agreement Amending the Original First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
 - (d) Collateral first Charge/Mortgage of Land in the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 133 Main Street, Lucan, Ontario and legally described in PIN 09702-0295 (LT) (the “**Collateral Charge Lands**”), as registered in the Registry Office as Instrument No. ER1286487 on February 5, 2020 (the “**Collateral First Charge**”);
 - (e) General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral First Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286488 on February 5, 2020;
 - (f) Agreement Amending the Collateral First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;

- (g) General Security Agreement granted by the Borrower to the Lender dated July 21, 2014;
- (h) Second Charge/Mortgage of Land securing the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands, as registered in the Land Registry Office as Instrument No. ER940954 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286486 on February 5, 2020 (collectively, the “**Original Second Charge**”);
- (i) General Assignment of Rents granted by the Borrower to the Lender in relation to the Original Second Charge and registered against title to the Original Charge Lands as Instrument No. ER940955 on July 25, 2014;
- (j) Agreement Amending the Original Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
- (k) Collateral second Charge/Mortgage of Land in the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Collateral Charge Lands, as registered in the Registry Office as Instrument No. ER1286489 on February 5, 2020 (the “**Collateral Second Charge**”);
- (l) General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral Second Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286490 on February 5, 2020;
- (m) Agreement Amending the Collateral Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
- (n) General Security Agreement granted by the Borrower to the Lender dated July 21, 2014;
- (o) Third Charge/Mortgage of Land securing the principal amount of \$15,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands and the Collateral Charge Lands (collectively, the “**Lands**”), as registered in the Land Registry Office as Instrument No. ER1286491 on February 5, 2020 (the “**Third Charge**”);
- (p) General Assignment of Rents granted by the Borrower to the Lender in relation to the Third Charge and registered against title to the Lands as Instrument No. ER1286492 on July 25, 2014;
- (q) Agreement Amending the Third Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
- (r) General Security Agreement granted by the Borrower to the Lender dated December 23, 2019; and

(s) Acknowledgments and Confirmations of Existing Security granted by, *inter alios*, the Borrower to the Lender, each dated February 7, 2022

(collectively, the “**Security**”).

3. The total amount of indebtedness secured by the Security as at the close of business on January 28, 2025 is \$38,006,291.16, inclusive of principal, interest, and expenses (excluding costs).
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 5th day of March, 2025.

MARSHALLZEHR GROUP INC.,
by its lawyers, Chaitons LLP

Per:



Harvey Chaiton

PERSONAL & CONFIDENTIAL

March 5, 2025

**VIA EMAIL TO (dbodanis2000@yahoo.com; founder@jakeshouse.ca; bodanisi@yahoo.ca)
AND REGISTERED MAIL**

Jake's House Community Residences
5750 Explorer Drive, Unit 102
Mississauga, ON L4W 0A9

- and to -

2745859 Ontario Inc.
3 – 1750 The Queensway, Suite 1253
Etobicoke, ON M9C 5H5

Attention: David Bodanis, Irenka Bodanis & Richard Latorre

Re: *Indebtedness of 2301402 Ontario Limited (the "Borrower") to MarshallZehr Group Inc. (the "Lender")*

Dear Sir/Madam,

As you are aware, we are lawyers for the Lender.

On or about January 27, 2025, our office was furnished with knowledge that 2745859 Ontario Inc. continued as Jake's House Community Residences pursuant to Articles of Continuance filed with the Ministry of Public and Business Service Delivery effective February 12, 2024.

Please find enclosed a copy of our letter to the Borrower dated March 5, 2025 demanding payment of its indebtedness and liabilities to the Lender under (i) the commitment letter dated as of July 4, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (collectively, the "**MZGI 306 Commitment Letter**"); (ii) the commitment letter dated as of July 3, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (the "**MZGI 307 Commitment Letter**"); and (iii) the commitment letter dated as of December 13, 2019, as amended by an amending agreement dated December 22, 2021 (the "**MZGI 308 Commitment Letter**").

We are advised by the Lender that, as at January 28, 2025, the aforesaid indebtedness and liabilities owing by the Borrower to the Lender under the MZGI 306 Commitment Letter, the MZGI 307 Commitment Letter and the MZGI 308 Commitment Letter amounts to the aggregate sum of \$38,006,291.16, for principal, interest and expenses thereunder, excluding legal costs.

We refer to your:

- (a) Guarantee dated February 7, 2022, granted in favour of the Lender and pursuant to which you guaranteed payment on a joint and several basis of all of the indebtedness and liabilities of the Borrower to the Lender pursuant to the MZGI 306 Commitment Letter;
- (b) Guarantee dated February 7, 2022, granted in favour of the Lender and pursuant to which you guaranteed payment on a joint and several basis of all of the indebtedness and liabilities of the Borrower to the Lender pursuant to the MZGI 307 Commitment Letter; and
- (c) Guarantee dated February 7, 2022, granted in favour of the Lender pursuant to which you guaranteed payment on a joint and several of all of the indebtedness and liabilities of the Borrower to the Lender pursuant to the MZGI 308 Commitment Letter (collectively, the "**Guarantees**").

Your obligation under the Guarantees is secured by, *inter alia*, General Security Agreements, each dated February 7, 2022, granted by you in favour of the Lender.

Your indebtedness and liabilities to the Lender under the Guarantees are payable on demand. On behalf of the Lender, we hereby demand immediate payment of your indebtedness and liabilities to the Lender under the Guarantees.

Enclosed please find the Lender's Notice of Intention to Enforce Security, which is served upon you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Govern yourself accordingly.

Yours truly,
CHAITONS LLP



Harvey Chaiton
PARTNER
Encls.

cc: MarshallZehr Group Inc.

PRIVATE & CONFIDENTIAL

March 5, 2025

VIA EMAIL TO (bodanisi@yahoo.ca)
AND REGISTERED MAIL

2301402 Ontario Limited
139 Main Street,
Lucan, Ontario
N0M 2J0

Attention: Irenka Bodanis

Re: *Indebtedness of 2301402 Ontario Limited (the "Borrower") to MarshallZehr Group Inc. (the "Lender")*

Dear Sir/Madam,

As you are aware, we are lawyers for the Lender.

Pursuant to the commitment letter dated as of July 4, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (collectively, the "**MZGI 306 Commitment Letter**"), the Lender made available to the Borrower a loan in the principal amount of \$17,262,643.59 (the "**MZGI 306 Loan**"), which MZGI 306 Loan is secured by, *inter alia*, the security described in **Schedule "A"**.

Pursuant to the commitment letter dated as of July 3, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (the "**MZGI 307 Commitment Letter**"), the Lender made available to the Borrower a loan in the principal amount of \$8,850,157.40 (the "**MZGI 307 Loan**"), which MZGI 307 Loan is secured by, *inter alia*, the security described in **Schedule "B"**.

Pursuant to the commitment letter dated as of December 13, 2019, as amended by an amending agreement dated December 22, 2021 (the "**MZGI 308 Commitment Letter**"), the Lender made available to the Borrower a loan in the principal amount of \$13,139,839.02 (the "**MZGI 308 Loan**"), which MZGI 308 Loan is secured by, *inter alia*, the security described in **Schedule "C"**.

We are advised by the Lender that, as at January 28, 2025, the Borrower is indebted to the Lender under the MZGI 306 Commitment Letter in the amount of **\$21,861,646.14**, for principal, interest and expenses, excluding legal costs.

We are advised by the Lender that, as at January 28, 2025, the Borrower is indebted to the Lender under the MZGI 307 Commitment Letter in the amount of **\$11,004,806.00**, for principal, interest and expenses, excluding legal costs.

We are advised by the Lender that, as at January 28, 2025, the Borrower is indebted to the Lender under the MZGI 308 Commitment Letter in the amount of **\$5,139,839.02**, for principal, interest and expenses, excluding legal costs.

We are further advised by the Lender that the MZGI 306 Loan, MZGI 307 Loan, and MZGI 308 Loan (collectively, the "**Loans**") matured on July 1, 2022 (the "**Maturity Date**"). The Borrower is in default of its obligations under the MZGI 306 Commitment Letter, the MZGI 307 Commitment Letter, and the MZGI 308 Commitment Letter, including without limitation, as a result of the Borrower's failure to repay the Loans by the Maturity Date.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amounts set out above, together with additional interest accrued and fees and costs (including legal costs) incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you.

Enclosed please find the Lender's Notices of Intention to Enforce Security, which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Govern yourselves accordingly.

Yours truly,
CHAITONS LLP



Harvey Chaiton
PARTNER
ENCL.

Cc: MarshallZehr Group Inc.

Schedule "A" MZGI 306 Loan Security

1. First Charge/Mortgage of Land securing the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 135, 139, 141 & 143 Main Street, Lucan, Ontario and legally described in PINs 09702-0294 (LT), 09702-0293 (LT), 09702-0292 (LT) and 09702-0291 (LT) (collectively, the "**Original Charge Lands**"), as registered in the Land Registry Office for the Land Titles Division of Middlesex No. 33 (the "**Registry Office**") as Instrument No. ER940952 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286485 on February 5, 2020 (collectively, the "**Original First Charge**");
2. General Assignment of Rents granted by the Borrower to the Lender in relation to the Original First Charge and registered against title to the Original Charge Lands as Instrument No. ER940953 on July 25, 2014;
3. Agreement Amending the Original First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
4. Collateral first Charge/Mortgage of Land in the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 133 Main Street, Lucan, Ontario and legally described in PIN 09702-0295 (LT) (the "**Collateral Charge Lands**"), as registered in the Registry Office as Instrument No. ER1286487 on February 5, 2020 (the "**Collateral First Charge**");
5. General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral First Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286488 on February 5, 2020;
6. Agreement Amending the Collateral First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
7. General Security Agreement granted by the Borrower to the Lender dated July 21, 2014; and
8. Acknowledgment and Confirmation of Existing Security granted by, *inter alios*, the Borrower to the Lender dated February 7, 2022; and
9. *Personal Property Security Act* (Ontario) ("**PPSA**") File Nos. 698074785, 698074812, 698075127, 698075163, 758816046, 758816055, 759896433 and 513268209.

Schedule "B" MZGI 307 Loan Security

1. Second Charge/Mortgage of Land securing the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands, as registered in the Land Registry Office as Instrument No. ER940954 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286486 on February 5, 2020 (collectively, the **"Original Second Charge"**);
2. General Assignment of Rents granted by the Borrower to the Lender in relation to the Original Second Charge and registered against title to the Original Charge Lands as Instrument No. ER940955 on July 25, 2014;
3. Agreement Amending the Original Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
4. Collateral second Charge/Mortgage of Land in the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Collateral Charge Lands, as registered in the Registry Office as Instrument No. ER1286489 on February 5, 2020 (the **"Collateral Second Charge"**);
5. General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral Second Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286490 on February 5, 2020;
6. Agreement Amending the Collateral Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
7. General Security Agreement granted by the Borrower to the Lender dated July 21, 2014;
8. Acknowledgment and Confirmation of Existing Security granted by, *inter alios*, the Borrower to the Lender dated February 7, 2022; and
9. PPSA File Nos. 698074785, 698074812, 698075127, 698075163, 758816046, 758816055, 759896478 and 513268191.

Schedule “C”
MZGI 308 Loan Security

1. Third Charge/Mortgage of Land securing the principal amount of \$15,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands and the Collateral Charge Lands (collectively, the “**Lands**”), as registered in the Land Registry Office as Instrument No. ER1286491 on February 5, 2020 (the “**Third Charge**”);
2. General Assignment of Rents granted by the Borrower to the Lender in relation to the Third Charge and registered against title to the Lands as Instrument No. ER1286492 on July 25, 2014;
3. Agreement Amending the Third Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
4. General Security Agreement granted by the Borrower to the Lender dated December 23, 2019;
5. Acknowledgment and Confirmation of Existing Security granted by, *inter alios*, the Borrower to the Lender dated February 7, 2022; and
6. PPSA File Nos. 698074785, 698074812, 698075127, 698075163, 758816046, 758816055, 759896433, 759896478, 759896496, 513268164, 513268191 and 513268209.

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **2301402 Ontario Limited**, an insolvent person

Take notice that:

1. **MarshallZehr Group Inc.** (the “**Lender**”), a secured creditor, intends to enforce its security on all of the present and after-acquired property of 2301402 Ontario Limited (the “**Borrower**”).
2. The security that is to be enforced includes, *inter alia*, the following:
 - (a) First Charge/Mortgage of Land securing the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 135, 139, 141 & 143 Main Street, Lucan, Ontario and legally described in PINs 09702-0294 (LT), 09702-0293 (LT), 09702-0292 (LT) and 09702-0291 (LT) (collectively, the “**Original Charge Lands**”), as registered in the Land Registry Office for the Land Titles Division of Middlesex No. 33 (the “**Registry Office**”) as Instrument No. ER940952 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286485 on February 5, 2020 (collectively, the “**Original First Charge**”);
 - (b) General Assignment of Rents granted by the Borrower to the Lender in relation to the Original First Charge and registered against title to the Original Charge Lands as Instrument No. ER940953 on July 25, 2014;
 - (c) Agreement Amending the Original First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
 - (d) Collateral first Charge/Mortgage of Land in the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 133 Main Street, Lucan, Ontario and legally described in PIN 09702-0295 (LT) (the “**Collateral Charge Lands**”), as registered in the Registry Office as Instrument No. ER1286487 on February 5, 2020 (the “**Collateral First Charge**”);
 - (e) General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral First Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286488 on February 5, 2020;
 - (f) Agreement Amending the Collateral First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;

- (g) General Security Agreement granted by the Borrower to the Lender dated July 21, 2014;
- (h) Second Charge/Mortgage of Land securing the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands, as registered in the Land Registry Office as Instrument No. ER940954 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286486 on February 5, 2020 (collectively, the “**Original Second Charge**”);
- (i) General Assignment of Rents granted by the Borrower to the Lender in relation to the Original Second Charge and registered against title to the Original Charge Lands as Instrument No. ER940955 on July 25, 2014;
- (j) Agreement Amending the Original Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
- (k) Collateral second Charge/Mortgage of Land in the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Collateral Charge Lands, as registered in the Registry Office as Instrument No. ER1286489 on February 5, 2020 (the “**Collateral Second Charge**”);
- (l) General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral Second Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286490 on February 5, 2020;
- (m) Agreement Amending the Collateral Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
- (n) General Security Agreement granted by the Borrower to the Lender dated July 21, 2014;
- (o) Third Charge/Mortgage of Land securing the principal amount of \$15,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands and the Collateral Charge Lands (collectively, the “**Lands**”), as registered in the Land Registry Office as Instrument No. ER1286491 on February 5, 2020 (the “**Third Charge**”);
- (p) General Assignment of Rents granted by the Borrower to the Lender in relation to the Third Charge and registered against title to the Lands as Instrument No. ER1286492 on July 25, 2014;
- (q) Agreement Amending the Third Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
- (r) General Security Agreement granted by the Borrower to the Lender dated December 23, 2019; and

(s) Acknowledgments and Confirmations of Existing Security granted by, *inter alios*, the Borrower to the Lender, each dated February 7, 2022

(collectively, the “**Security**”).

3. The total amount of indebtedness secured by the Security as at the close of business on January 28, 2025 is \$38,006,291.16, inclusive of principal, interest, and expenses (excluding costs).
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 5th day of March, 2025.

MARSHALLZEHR GROUP INC.,
by its lawyers, Chaitons LLP

Per:



Harvey Chaiton

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **Jake's House Community Residences**, an insolvent person

Take notice that:

1. **MarshallZehr Group Inc.** (the "**Lender**"), a secured creditor, intends to enforce its security on all of the present and after-acquired property of Jake's House Community Residences (the "**Guarantor**"), formerly known as 2745859 Ontario Inc.
2. The security that is to be enforced includes, *inter alia*, the following:
 - (a) Guarantee dated February 7, 2022, granted in favour of the Lender and pursuant to which the Guarantor guaranteed payment on a joint and several basis of all of the indebtedness and liabilities of 2301402 Ontario Limited (the "**Borrower**") to the Lender pursuant to a commitment letter dated as of July 4, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021;
 - (b) Guarantee dated February 7, 2022, granted in favour of the Lender and pursuant to which the Guarantor guaranteed payment on a joint and several basis of all of the indebtedness and liabilities of the Borrower to the Lender pursuant to a commitment letter dated as of July 3, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021;
 - (c) Guarantee dated February 7, 2022, granted in favour of the Lender and pursuant to which the Guarantor guaranteed payment on a joint and several basis of all of the indebtedness and liabilities of the Borrower to the Lender pursuant to a commitment letter dated as of December 13, 2019, as amended by an amending agreement dated December 22, 2021; and
 - (d) General Security Agreements, each dated February 7, 2022, granted by the Guarantor in favour of the Lender(collectively, the "**Security**").
3. The total amount of indebtedness secured by the Security as at the close of business on January 28, 2025 is \$38,006,291.16, inclusive of principal, interest, and expenses (excluding costs).

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 5th day of March, 2025.

MARSHALLZEHR GROUP INC.,
by its lawyers, Chaitons LLP

Per:



Harvey Chaiton

PRIVATE & CONFIDENTIAL

March 5, 2025

**VIA EMAIL TO (dmarshall@marshallzehr.com)
AND REGISTERED MAIL**

2233525 Ontario Inc.
412 Albert Street, Suite 100
Waterloo, ON N2L 3V3

Attention: David Marshall

Re: *Indebtedness of 2301402 Ontario Limited (the “Borrower”) to MarshallZehr Group Inc. (the “Lender”)*

Dear Sir,

As you are aware, we are lawyers for the Lender.

Please find enclosed a copy of our letter to the Borrower dated March 5, 2025 demanding payment of its indebtedness and liabilities to the Lender under (i) the commitment letter dated as of July 4, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (collectively, the “**MZGI 306 Commitment Letter**”); (ii) the commitment letter dated as of July 3, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (the “**MZGI 307 Commitment Letter**”); and (iii) the commitment letter dated as of December 13, 2019, as amended by amending agreement dated December 22, 2021.

We are advised by the Lender that, as at January 28, 2025, the aforesaid indebtedness and liabilities owing by the Borrower to the Lender under the MZGI 306 Commitment Letter and the MZGI 307 Commitment Letter amounts to the aggregate sum of \$32,866,452.14, for principal, interest and expenses thereunder, excluding legal costs.

We refer to your:

- (a) Corporate Agreement of Guarantee dated July 21, 2014, given by you in connection with the MZGI 306 Commitment Letter, pursuant to which you guaranteed payment of all of the indebtedness and liabilities of the Borrower to the Lender;
- (b) Corporate Agreement of Guarantee dated July 21, 2014, given by you in connection with the MZGI 307 Commitment Letter, pursuant to which you guaranteed payment of all of the indebtedness and liabilities of the Borrower to the Lender;
- (c) Guarantee dated February 7, 2022 in favour of the Lender, given by you in connection with the MZGI 306 Commitment Letter; and
- (d) Guarantee dated February 7, 2022 in favour of the Lender, given by you in connection with the MZGI 307 Commitment Letter,

(collectively, the “**Guarantees**”).

Your obligation under the Guarantees is secured by, *inter alia*, General Security Agreements dated July 21, 2014 and December 23, 2019, respectively, granted by you in favour of the Lender.

Your indebtedness and liabilities to the Lender under the Guarantees are payable on demand. On behalf of the Lender, we hereby demand immediate payment of your indebtedness and liabilities to the Lender under the Guarantees.

Enclosed please find the Lender's Notice of Intention to Enforce Security, which is served upon you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Govern yourself accordingly.

Yours truly,
CHAITONS LLP



Harvey Chaiton
PARTNER
Encls.

cc: MarshallZehr Group Inc.

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **2233525 Ontario Inc.**, an insolvent person

Take notice that:


1. **MarshallZehr Group Inc.** (the “**Lender**”), a secured creditor, intends to enforce its security on all of the present and after-acquired property of 2233525 Ontario Inc. (the “**Guarantor**”).
2. The security that is to be enforced includes, *inter alia*, the following:
 - (a) General Security Agreements dated July 21, 2014 and December 23, 2019, respectively, granted by the Guarantor in favour of the Lender;
 - (b) Corporate Agreement of Guarantee dated July 21, 2014, granted in favour of the Lender and pursuant to which the Guarantor guaranteed payment on a joint and several basis of all of the indebtedness and liabilities of 2301402 Ontario Limited (the “**Borrower**”) to the Lender pursuant to a commitment letter dated as of July 4, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021;
 - (c) Corporate Agreement of Guarantee dated July 21, 2014, granted in favour of the Lender and pursuant to which the Guarantor guaranteed payment on a joint and several basis of all of the indebtedness and liabilities of the Borrower to the Lender pursuant to a commitment letter dated as of July 3, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021(collectively, the “**Security**”).
3. The total amount of indebtedness secured by the Security as at the close of business on January 28, 2025 is \$32,866,452.14, inclusive of principal, interest, and expenses (excluding costs).
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.

[Signature page follows.]

DATED at Toronto, this 5th day of March, 2025.

MARSHALLZEHR GROUP INC.,
by its lawyers, Chaitons LLP

Per:

A handwritten signature in black ink, appearing to read "Harvey Chaiton", written in a cursive style.

Harvey Chaiton

PRIVATE & CONFIDENTIAL

March 5, 2025

VIA EMAIL TO (bodanisi@yahoo.ca)
AND REGISTERED MAIL

2301402 Ontario Limited
139 Main Street,
Lucan, Ontario
N0M 2J0

Attention: Irenka Bodanis

Re: *Indebtedness of 2301402 Ontario Limited (the "Borrower") to MarshallZehr Group Inc. (the "Lender")*

Dear Sir/Madam,

As you are aware, we are lawyers for the Lender.

Pursuant to the commitment letter dated as of July 4, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (collectively, the "**MZGI 306 Commitment Letter**"), the Lender made available to the Borrower a loan in the principal amount of \$17,262,643.59 (the "**MZGI 306 Loan**"), which MZGI 306 Loan is secured by, *inter alia*, the security described in **Schedule "A"**.

Pursuant to the commitment letter dated as of July 3, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021 (the "**MZGI 307 Commitment Letter**"), the Lender made available to the Borrower a loan in the principal amount of \$8,850,157.40 (the "**MZGI 307 Loan**"), which MZGI 307 Loan is secured by, *inter alia*, the security described in **Schedule "B"**.

Pursuant to the commitment letter dated as of December 13, 2019, as amended by an amending agreement dated December 22, 2021 (the "**MZGI 308 Commitment Letter**"), the Lender made available to the Borrower a loan in the principal amount of \$13,139,839.02 (the "**MZGI 308 Loan**"), which MZGI 308 Loan is secured by, *inter alia*, the security described in **Schedule "C"**.

We are advised by the Lender that, as at January 28, 2025, the Borrower is indebted to the Lender under the MZGI 306 Commitment Letter in the amount of **\$21,861,646.14**, for principal, interest and expenses, excluding legal costs.

We are advised by the Lender that, as at January 28, 2025, the Borrower is indebted to the Lender under the MZGI 307 Commitment Letter in the amount of **\$11,004,806.00**, for principal, interest and expenses, excluding legal costs.

We are advised by the Lender that, as at January 28, 2025, the Borrower is indebted to the Lender under the MZGI 308 Commitment Letter in the amount of **\$5,139,839.02**, for principal, interest and expenses, excluding legal costs.

We are further advised by the Lender that the MZGI 306 Loan, MZGI 307 Loan, and MZGI 308 Loan (collectively, the "**Loans**") matured on July 1, 2022 (the "**Maturity Date**"). The Borrower is in default of its obligations under the MZGI 306 Commitment Letter, the MZGI 307 Commitment Letter, and the MZGI 308 Commitment Letter, including without limitation, as a result of the Borrower's failure to repay the Loans by the Maturity Date.

On behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender. Unless payment of the amounts set out above, together with additional interest accrued and fees and costs (including legal costs) incurred to the date of payment are paid forthwith, the Lender shall take such steps as it deems necessary to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to you.

Enclosed please find the Lender's Notices of Intention to Enforce Security, which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Govern yourselves accordingly.

Yours truly,
CHAITONS LLP



Harvey Chaiton
PARTNER
ENCL.

Cc: MarshallZehr Group Inc.

Schedule "A" MZGI 306 Loan Security

1. First Charge/Mortgage of Land securing the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 135, 139, 141 & 143 Main Street, Lucan, Ontario and legally described in PINs 09702-0294 (LT), 09702-0293 (LT), 09702-0292 (LT) and 09702-0291 (LT) (collectively, the "**Original Charge Lands**"), as registered in the Land Registry Office for the Land Titles Division of Middlesex No. 33 (the "**Registry Office**") as Instrument No. ER940952 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286485 on February 5, 2020 (collectively, the "**Original First Charge**");
2. General Assignment of Rents granted by the Borrower to the Lender in relation to the Original First Charge and registered against title to the Original Charge Lands as Instrument No. ER940953 on July 25, 2014;
3. Agreement Amending the Original First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
4. Collateral first Charge/Mortgage of Land in the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 133 Main Street, Lucan, Ontario and legally described in PIN 09702-0295 (LT) (the "**Collateral Charge Lands**"), as registered in the Registry Office as Instrument No. ER1286487 on February 5, 2020 (the "**Collateral First Charge**");
5. General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral First Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286488 on February 5, 2020;
6. Agreement Amending the Collateral First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
7. General Security Agreement granted by the Borrower to the Lender dated July 21, 2014; and
8. Acknowledgment and Confirmation of Existing Security granted by, *inter alios*, the Borrower to the Lender dated February 7, 2022; and
9. *Personal Property Security Act* (Ontario) ("**PPSA**") File Nos. 698074785, 698074812, 698075127, 698075163, 758816046, 758816055, 759896433 and 513268209.

Schedule "B" MZGI 307 Loan Security

1. Second Charge/Mortgage of Land securing the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands, as registered in the Land Registry Office as Instrument No. ER940954 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286486 on February 5, 2020 (collectively, the **"Original Second Charge"**);
2. General Assignment of Rents granted by the Borrower to the Lender in relation to the Original Second Charge and registered against title to the Original Charge Lands as Instrument No. ER940955 on July 25, 2014;
3. Agreement Amending the Original Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
4. Collateral second Charge/Mortgage of Land in the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Collateral Charge Lands, as registered in the Registry Office as Instrument No. ER1286489 on February 5, 2020 (the **"Collateral Second Charge"**);
5. General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral Second Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286490 on February 5, 2020;
6. Agreement Amending the Collateral Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
7. General Security Agreement granted by the Borrower to the Lender dated July 21, 2014;
8. Acknowledgment and Confirmation of Existing Security granted by, *inter alios*, the Borrower to the Lender dated February 7, 2022; and
9. PPSA File Nos. 698074785, 698074812, 698075127, 698075163, 758816046, 758816055, 759896478 and 513268191.

Schedule "C"
MZGI 308 Loan Security

1. Third Charge/Mortgage of Land securing the principal amount of \$15,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands and the Collateral Charge Lands (collectively, the "**Lands**"), as registered in the Land Registry Office as Instrument No. ER1286491 on February 5, 2020 (the "**Third Charge**");
2. General Assignment of Rents granted by the Borrower to the Lender in relation to the Third Charge and registered against title to the Lands as Instrument No. ER1286492 on July 25, 2014;
3. Agreement Amending the Third Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
4. General Security Agreement granted by the Borrower to the Lender dated December 23, 2019;
5. Acknowledgment and Confirmation of Existing Security granted by, *inter alios*, the Borrower to the Lender dated February 7, 2022; and
6. PPSA File Nos. 698074785, 698074812, 698075127, 698075163, 758816046, 758816055, 759896433, 759896478, 759896496, 513268164, 513268191 and 513268209.

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **2301402 Ontario Limited**, an insolvent person

Take notice that:

1. **MarshallZehr Group Inc.** (the “**Lender**”), a secured creditor, intends to enforce its security on all of the present and after-acquired property of 2301402 Ontario Limited (the “**Borrower**”).
2. The security that is to be enforced includes, *inter alia*, the following:
 - (a) First Charge/Mortgage of Land securing the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 135, 139, 141 & 143 Main Street, Lucan, Ontario and legally described in PINs 09702-0294 (LT), 09702-0293 (LT), 09702-0292 (LT) and 09702-0291 (LT) (collectively, the “**Original Charge Lands**”), as registered in the Land Registry Office for the Land Titles Division of Middlesex No. 33 (the “**Registry Office**”) as Instrument No. ER940952 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286485 on February 5, 2020 (collectively, the “**Original First Charge**”);
 - (b) General Assignment of Rents granted by the Borrower to the Lender in relation to the Original First Charge and registered against title to the Original Charge Lands as Instrument No. ER940953 on July 25, 2014;
 - (c) Agreement Amending the Original First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
 - (d) Collateral first Charge/Mortgage of Land in the principal amount of \$20,000,000.00 granted by the Borrower in favour of the Lender and secured against the lands and premises municipally known as 133 Main Street, Lucan, Ontario and legally described in PIN 09702-0295 (LT) (the “**Collateral Charge Lands**”), as registered in the Registry Office as Instrument No. ER1286487 on February 5, 2020 (the “**Collateral First Charge**”);
 - (e) General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral First Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286488 on February 5, 2020;
 - (f) Agreement Amending the Collateral First Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;

- (g) General Security Agreement granted by the Borrower to the Lender dated July 21, 2014;
- (h) Second Charge/Mortgage of Land securing the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands, as registered in the Land Registry Office as Instrument No. ER940954 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286486 on February 5, 2020 (collectively, the “**Original Second Charge**”);
- (i) General Assignment of Rents granted by the Borrower to the Lender in relation to the Original Second Charge and registered against title to the Original Charge Lands as Instrument No. ER940955 on July 25, 2014;
- (j) Agreement Amending the Original Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
- (k) Collateral second Charge/Mortgage of Land in the principal amount of \$10,000,000.00 granted by the Borrower in favour of the Lender and secured against the Collateral Charge Lands, as registered in the Registry Office as Instrument No. ER1286489 on February 5, 2020 (the “**Collateral Second Charge**”);
- (l) General Assignment of Rents granted by the Borrower to the Lender in relation to the Collateral Second Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286490 on February 5, 2020;
- (m) Agreement Amending the Collateral Second Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
- (n) General Security Agreement granted by the Borrower to the Lender dated July 21, 2014;
- (o) Third Charge/Mortgage of Land securing the principal amount of \$15,000,000.00 granted by the Borrower in favour of the Lender and secured against the Original Charge Lands and the Collateral Charge Lands (collectively, the “**Lands**”), as registered in the Land Registry Office as Instrument No. ER1286491 on February 5, 2020 (the “**Third Charge**”);
- (p) General Assignment of Rents granted by the Borrower to the Lender in relation to the Third Charge and registered against title to the Lands as Instrument No. ER1286492 on July 25, 2014;
- (q) Agreement Amending the Third Charge made between the Borrower and, *inter alios*, the Lender dated February 7, 2022;
- (r) General Security Agreement granted by the Borrower to the Lender dated December 23, 2019; and

(s) Acknowledgments and Confirmations of Existing Security granted by, *inter alios*, the Borrower to the Lender, each dated February 7, 2022

(collectively, the “**Security**”).

3. The total amount of indebtedness secured by the Security as at the close of business on January 28, 2025 is \$38,006,291.16, inclusive of principal, interest, and expenses (excluding costs).
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 5th day of March, 2025.

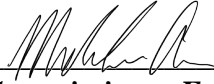
MARSHALLZEHR GROUP INC.,
by its lawyers, Chaitons LLP

Per:



Harvey Chaiton

***THIS IS EXHIBIT "FF" TO THE
AFFIDAVIT OF MURRAY
SNEDDEN SWORN BEFORE ME
THIS 17th
DAY OF APRIL, 2025***

A handwritten signature in black ink, appearing to be "M. White", is written over a horizontal line.

A Commissioner Etc.

Court File No.

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

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

**2301402 ONTARIO LIMITED and JAKE'S HOUSE COMMUNITY
RESIDENCES**

Respondents

CONSENT

TDB Restructuring Limited hereby consents to being appointed as receiver over the properties, assets and undertakings of 2301402 Ontario Limited and Jake's House Community Residences.

Dated this 15th day of April, 2025

TDB RESTRUCTURING LIMITED



Per: Jeffrey Berger, Managing Director

I have authority to bind the corporation

MARSHALLZEHR GROUP INC.

-and-

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**

Applicant

Respondents

Court File No.

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

PROCEEDING COMMENCED AT
TORONTO

CONSENT

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Harvey Chaiton (LSO No. 21592F)

Tel: (416) 218-1129

Email: harvey@chaitons.com

Danish Afroz (LSO No. 65786B)

Tel: (416) 218-1138

Email: dafroz@chaitons.com

Lawyers for the Applicant

MARSHALLZEHR GROUP INC.

-and-

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**
Respondents

Applicant

Court File No. CV-25-00741261-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MURRAY SNEDDEN
(sworn April 17, 2025)

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Harvey Chaiton (LSO No. 21592F)

Tel: (416) 218-1129

Email: harvey@chaitons.com

Danish Afroz (LSO No. 65786B)

Tel: (416) 218-1137

Email: dafroz@chaitons.com

Lawyers for the Applicant

TAB 3

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

THE HONOURABLE)	WEDNESDAY, THE 14 TH
)	
JUSTICE)	DAY OF MAY, 2025

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, C. B-3 AS AMENDED AND SECTION 101 OF THE *COURTS OF*
JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing TDB Restructuring Limited (“**TDB**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 2301402 Ontario Limited and Jake’s House Community Residences (collectively, the “**Debtors**”) acquired for, or used in

relation to a business carried on by the Debtors including the real property described in Schedule “A” to this Order, was heard this day via Zoom videoconference.

ON READING the affidavit of Murray Snedden sworn April 17, 2025 and the Exhibits thereto, the consent of TDB to act as Receiver, and on hearing the submissions of counsel for the Applicant and those other parties listed on the participant information form, no one else appearing for any other person,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, including, without limitation, the real property described in **Schedule “A”** attached hereto (collectively, the “**Property**”).

RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$200,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including the real property described in Schedule "A";

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, engineering and development consultants, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, development planning and engineering reports, architectural plans, sales documents, and

any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court

upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in

pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “B”** hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice->

[commercial/](#)) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

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

34. **THIS COURT ORDERS** that this order is effective from the date it is made, and it is enforceable without the need for entry and filing, provided that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

SCHEDULE “A”
REAL PROPERTY

Municipal Address: 133 Main Street, Lucan, Ontario
PINs: 09702-0295 (LT)
Property Description: LT 260, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 135 Main Street, Lucan, Ontario
PINs: 09702-0294 (LT)
Property Description: LT 259, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 139 Main Street, Lucan, Ontario
PINs: 09702-0293 (LT)
Property Description: LTS 257 & 258, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 141 Main Street, Lucan, Ontario
PINs: 09702-0292 (LT)
Property Description: LT 256, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 143 Main Street, Lucan, Ontario
PINs: 09702-0291 (LT)
Property Description: LTS 254 & 255, PL 188; LUCAN BIDDULPH TWP

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that TDB Restructuring Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of 2301402 Ontario Limited and Jake's House Community Residences (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an application having Court file number CV-25-00741261-00CL has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver of assets, properties, and undertakings of 2301402 Ontario Limited and Jake's House Community Residences, and not in its personal capacity

Per: _____

Name:

Title:

MARSHALLZEHR GROUP INC.

Applicant

-and-

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**
Respondents

Court File No. CV-25-00741261-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Appointing Receiver)**

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

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Tel: (416) 218-1137

Email: dafroz@chaitons.com

Lawyers for the Applicant

TAB 4

Revised: ~~January 21, 2014~~
~~s.243(1) BIA (National Receiver) and s. 101~~
~~CJA (Ontario) Receiver~~

Court File No. ~~CV-25-00741261-00CL~~

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) ~~WEEKDAY~~WEDNESDAY, THE #
JUSTICE) 14TH
) DAY OF ~~MONTH~~MAY, ~~20YR~~2025

~~PLAINTIFF~~[†]

~~Plaintiff~~

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES

Respondents

~~[†]The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3 AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

ORDER

(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~²Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~TDB Restructuring Limited ("TDB") as receiver ~~[and manager]~~ (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ (2301402 Ontario Limited and Jake's House Community Residences (collectively, the "Debtor" "Debtors") acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors including the real property described in Schedule "A" to this Order, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ via Zoom videoconference.

ON READING the affidavit of ~~[NAME]~~Murray Snedden sworn ~~[DATE]~~April 17, 2025 and the Exhibits thereto, the consent of TDB to act as Receiver, and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant and those other parties listed on the participant information form, no one else appearing for ~~[NAME]~~ although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME] to act as the Receiver any other person,

SERVICE

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³ so that this ~~motion~~Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~TDB is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof ~~(, including, without limitation, the real property described in Schedule "A" attached hereto (collectively, the~~ "Property").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

³ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

- (c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby

~~⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A~~

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~200,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for~~ section 31 of the Ontario *Mortgages Act*, as the case may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

~~bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

~~⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including the real property described in Schedule "A";
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of its current and former directors, officers, employees, agents, engineering and development consultants, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii)

all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, development planning and engineering reports, architectural plans, sales documents, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and

providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to

carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be

opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, **“Possession”**) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the **“Environmental Legislation”**), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the **“Receiver's Charge”**) on the Property, as security for such fees and disbursements, both before and after the making of

this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

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

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.


⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A""B"** hereto (the **"Receiver's Certificates"**) for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service ~~Protocol~~Guide of the Commercial List (the **"~~Protocol~~Guide"**) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the ~~Protocol~~Guide (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol> <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the ~~Protocol~~Guide, service of documents in accordance with the ~~Protocol~~Guide 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~~  Guide.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the ~~Protocol~~Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Debtors' creditors or other interested parties at their

respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

28. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

30. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. ~~30.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~Application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

33. ~~32.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. **THIS COURT ORDERS** that this order is effective from the date it is made, and it is enforceable without the need for entry and filing, provided that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

SCHEDULE "A"

REAL PROPERTY

Municipal Address: 133 Main Street, Lucan, Ontario

PINs: 09702-0295 (LT)

Property Description: LT 260, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 135 Main Street, Lucan, Ontario

PINs: 09702-0294 (LT)

Property Description: LT 259, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 139 Main Street, Lucan, Ontario

PINs: 09702-0293 (LT)

Property Description: LTS 257 & 258, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 141 Main Street, Lucan, Ontario

PINs: 09702-0292 (LT)

Property Description: LT 256, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 143 Main Street, Lucan, Ontario

PINs: 09702-0291 (LT)

Property Description: LTS 254 & 255, PL 188; LUCAN BIDDULPH TWP

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ TDB Restructuring Limited, the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of 2301402 Ontario Limited and Jake's House Community Residences (the "Debtors") acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (collectively, the **"Property"**) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an ~~action~~ application having Court file number ~~—CV-25-00741261-00CL—~~, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ **TDB**
RESTRUCTURING LIMITED, solely in its
capacity as Receiver of ~~the Property~~ assets,
properties, and undertakings of 2301402 Ontario
Limited and Jake's House Community
Residences, and not in its personal capacity

Per: _____

Name:

Title:

MARSHALLZEHR GROUP INC.

-and-

2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES
Respondents

Applicant

Court File No. CV-25-00741261-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(Appointing Receiver)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

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Lawyers for the Applicant

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Document comparison by Workshare Compare on Thursday, April 24, 2025 9:24:33 AM

Input:	
Document 1 ID	file:///C:/Users/LyndaC/Desktop/Model Order Appointing Receiver.DOC
Description	Model Order Appointing Receiver
Document 2 ID	file:///C:/Users/LyndaC/Desktop/Draft Order (Appointing Receiver) - Jake's House.doc
Description	Draft Order (Appointing Receiver) - Jake's House
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	209
Deletions	163
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	372

MARSHALLZEHR GROUP INC.

-and-

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**
Respondents

Applicant

Court File No. CV-25-00741261-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD
(returnable May 14, 2025)

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