Court File No. BK-26-03389454-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF GOOD NATURED PRODUCTS PACKAGING BRAMPTON GP INC., GOOD NATURED PRODUCTS PACKAGING CANADA GP INC., GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC., GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP, GOOD NATURED PRODUCTS PACKAGING BRAMPTON LP, GOOD NATURED PRODUCTS PACKAGING CANADA LP and GOOD NATURED REAL ESTATE HOLDINGS (ONTARIO) INC.

MOTION RECORD
(RETURNABLE JULY 21, 2026)
(VOLUME 2 OF 3)

July 20, 2026

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 6600
P.O. Box 1011
Toronto ON M5H 3S1

Larry Ellis (LSO#:49313K)
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Tel: 416.597.4311
mcressatti@millerthomson.com

Lawyers for Good Natured Products Inc.

TO: THE SERVICE LIST

Court File No.: BK-26-03389454-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
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SERVICE LIST
(as at July 20, 2026)

MILLER THOMSON LLP 40 King Street West, Suite 6600 Toronto ON M5H 3S1 **Larry Ellis** Email: lellis@millerthomson.com Tel: 416.595.8639 **David Ward** Email: dward@millerthomson.com Tel: 416.595.8625 **Mryam Sarkis** Email: msarkis@millerthomson.com Tel: 416.597.6001 **Matthew Cressatti** Email: mcressatti@millerthomson.com Tel: 416.597.4311 **Lawyers for the Debtors**	**TDB RESTRUCTURING LIMITED** 65 Queen St. West, Suite 605 Toronto, ON M5H 2M5 **Arif Dhanani** Email: adhanani@tdbadvisory.ca **Proposal Trustee**

PPSA REGISTRANTS	
ENTITY	**REPRESENTED BY**
WELLS FARGO CAPITAL FINANCE CORPORATION CANADA 10 S. Wacker Drive, 22nd Floor Chicago IL 60606	**NORTON ROSE FULBRIGHT** 222 Bay Street, Suite 3000 Toronto, ON M5K 1E7 **Evan Cobb** Email: evan.cobb@nortonrosefulbright.com Tel: 416.216.1929 **David Amato:** Email: david.amato@nortonrosefulbright.com Tel: 416 216 1861
THE TORONTO-DOMINION BANK 700 West Georgia Street, 2nd Floor Vancouver BC V7Y 1A2	**OWEN BIRD LAW CORPORATION** 733 Seymour Street, Suite 2900 Vancouver, BC V6B 0S6 **Scott Stephens** Email: sstephens@owenbird.com Tel: 604.691.7521
ROYAL BANK OF CANADA 1055 West Georgia Street, 35th Floor Vancouver BC V6E 3P3	**DENTONS** 50 Howe Street, 20th Floor Vancouver, BC V6C 3R8 **John Sandrelli** Email: john.sandrelli@dentons.com Tel: 604.443.7132 **Valerie Cross** Email: valerie.cross@dentons.com Tel: 604.648.6541
HUK 147 Limited 84 Grosvenor Street London, UK W1K 3JZ	

GOVERNMENT ENTITIES	
OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA 151 Yonge Street, 4th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca	**ATTORNEY GENERAL OF CANADA** Department of Justice Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1P9 Email:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
ONTARIO MINISTRY OF FINANCE (INSOLVENCY UNIT) Ministry of Finance – Legal Services Branch 11-777 Bay Street Toronto, ON M5G 2C8 Email: insolvency.unit@ontario.ca	**CANADA REVENUE AGENCY** 1 Front Street West Toronto, ON M5J 2X6 Email:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
EXPORT DEVELOPMENT CANADA 150 Slater Street Ottawa ON K1A 1K3 **Jessica Markic – Special Risks Manager** Email: JMarkic@edc.ca **Karen Kimel** Richter Business/Family Office 181 Bay St. #3510 Bay Wellington Tower Toronto, ON M5J 2T3, Canada Email: kkimel@richter.ca	

OTHER LITIGATION CLAIMANTS / POTENTIAL CLAIMS	
HOLDER LAW FIRM 75 East Beaver Creek Rd, Unit 4 Richmond Hill, ON L4B 1B8 **Charles B. Holder** Email: litigation@holderlawfirm.ca Tel: 905.762.0626 **Lawyers for Vinmar Polymers America LLC**	**RV LAW LLP** 969 Eglinton Ave West Toronto, ON M6C 2C4 **Suzanne Lopez Allicock** Email: suzanne@rvlaw.ca Tel: 416.364.5200 ext. 227 **Lawyers for Marian Simion in the Potential Claim**

DENTONS CANADA LLP 77 King St W Suite 400, Toronto, ON M5K 0A1 **John Salmas** 1 416 863 4737 John.salmas@dentons.com **Andrew Bourns** 1 416 367 6817 andrew.bourns@dentons.com **Lawyers for Jones Healthcare Group, Inc.**	

Email Service List

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ONTARIO
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I N D E X

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Appendices to the First Report of the Proposal Trustee dated July 20, 2026	
Appendix A	NOI Certificates
Appendix B	Debtors Organization Chart
Appendix C	Corporate Profile Report for Good Natured Products Packaging Brampton LP
Appendix D	Corporate Profile Report for Good Natured Products Industrial Canada LP
Appendix E	Corporate Profile Report for Good Natured Products Packaging Canada LP
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Appendix G	Corporate Profile Report for Good Natured Products Industrial Canada GP Inc.
Appendix H	Corporate Profile Report for Good Natured Products Packaging Canada GP Inc.
Appendix I	Corporate Profile Report for Good Natured Real Estate Holdings (Ontario) Inc.
Appendix J	Intercreditor Agreement dated November 15, 2024
Appendix K	Wells Fargo General Security Agreement dated November 15, 2024
Appendix L	TD Letter Agreement dated February 13, 2024
Appendix M	TD Mortgage

Appendix N	TD Parcel Register (PIN) for Brampton Facility
Appendix O	TD Forbearance Agreement dated October 25, 2024
Appendix P	RBC First Amending Agreement to Facility Agreement
Appendix Q	RBC Mortgage
Appendix R	RBC General Security Agreement
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Appendix T	RBC Forbearance Agreement dated October 28, 2024
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Appendix V	HUK Loan Agreement dated November 15, 2024
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Appendix X	PPSA Search Summary
Appendix Y	PPSA Certified Searches for the Debtors
Appendix Z	Cash Flow Forecast
3.	Draft Asset Approval and Vesting Order
4.	Blackline to the Model Order & Draft Asset Approval and Vesting Order
5.	Draft Real Property Approval and Vesting Order
6.	Blackline to the Model Order & Draft Asset Approval and Vesting Order
7.	Draft Ancillary Order

Appendix P

December 27, 2024

Good Natured Products Inc.
5 Abacus Road
Brampton, Ontario L6T 5B7

PRIVATE & CONFIDENTIAL

Attention: Paul Antoniadis

Dear Sirs:

Re: First Amendment to Facility Letter

We refer to the facility letter (including the schedules and appendices thereto) dated October 3, 2023 (as amended by this agreement, the "**Facility Letter**") between Royal Bank of Canada (as successor by amalgamation between HSBC Bank Canada and Royal Bank of Canada on or about March 29, 2024, the "**Bank**") and Good Natured Products Inc. (the "**Borrower**"). On the basis of the financial information and other information, representations, warranties and documents provided to the Bank, the Bank has agreed, at the request of the Borrower, to continue to provide the Credit Facilities and to amend certain terms and conditions of the Facility Letter all as more particularly set out below. This agreement does not amend or supersede any other agreements between the parties respecting other products and services provided by the Bank unless specifically stated otherwise.

BORROWER

Good Natured Products Inc.

(the "**Borrower**").

GUARANTORS

1306187 B.C. Ltd.,
Good Natured Products (CAD) Inc.,
Good Natured Real Estate Holdings (Ontario) Inc.,
Good Natured Products Packaging Canada LP,
Good Natured Products Packaging Canada GP Inc.,
Good Natured Products Packaging Brampton LP,
Good Natured Products Packaging Brampton GP Inc.,
Good Natured Products Industrial Canada LP,
Good Natured Products Industrial Canada GP Inc.,

(each a "**Canadian Guarantor"**).

Good Natured Products (US) Inc.,
Good Natured Products (Illinois), LLC,
Good Natured Products Real Estate U.S., LLC,
Good Natured Products Packaging US LLC,
Good Natured Products Direct LLC, and
Good Natured Products (Texas) LLC,

(each a "**US Guarantor**", and together with the Canadian Guarantors, the "**Guarantors**").

Each Guarantor agrees that it shall be jointly and severally, or solidarily, liable with all of the other Guarantors for all indebtedness, liability, obligations of the Borrower to the Bank. For purposes of this Facility Letter, the Borrower and Guarantors are sometimes referred to individually as a "**Credit Party**" and collectively as the "**Credit Parties**".

1. **Amendments to the Facility Letter**

As of the date hereof, the following terms of the Facility Letter shall be as follows:

1.1 A new Section, numbered Section 4.3, shall be added to the Facility Letter immediately after Section 4.2, as follows:

"4.3 The liability, indebtedness and obligations of the Borrower and the Guarantors under all of the Credit Facilities shall continue to be evidenced, governed and secured, as the case may be, by the Loan Documents previously delivered by the Borrower and Guarantors pursuant to the Facility Letter, including those outlined in Section 4.1 of the Facility Letter, the continuing validity of which is hereby acknowledged by the Borrower and Guarantors unless otherwise released by the Bank as specified in the next Section below (if any), together with the following additional Loan Documents (the "**Additional Loan Documents**") and any other required loan or security documents, including this agreement, completed and signed in a form and manner satisfactory to the Bank:

(i) an omnibus guarantee from the Canadian Guarantors of indebtedness of the Borrower to the Bank;

(ii) a general security agreement from Good Natured Products Inc. creating a Lien on all present and future or after-acquired Collateral of the Borrower (including its Intellectual Property, if any);

(iii) a general security agreement from Good Natured Products (CAD) Inc. creating a Lien on all present and future or after-acquired Collateral of the Borrower (including its Intellectual Property, if any);

(iv) a general security agreement from Good Natured Real Estate Holdings (Ontario) Inc. creating a Lien on all present and future or after-acquired Collateral of the Borrower (including its Intellectual Property, if any);

(v) a general security agreement from Good Natured Products Packaging Canada LP creating a Lien on all present and future or after-acquired Collateral of the Borrower (including its Intellectual Property, if any);

(vi) a general security agreement from Good Natured Products Packaging Canada GP Inc. creating a Lien on all present and future or after-acquired Collateral of the Borrower (including its Intellectual Property, if any);

(vii) a general security agreement from Good Natured Products Packaging Brampton LP creating a Lien on all present and future or after-acquired Collateral of the Borrower (including its Intellectual Property, if any);

(viii) a general security agreement from Good Natured Products Packaging Brampton GP Inc. creating a Lien on all present and future or after-acquired Collateral of the Borrower (including its Intellectual Property, if any);

(ix) a general security agreement from Good Natured Products Industrial Canada LP creating a Lien on all present and future or after-acquired Collateral of the Borrower (including its Intellectual Property, if any);

(x) a general security agreement from Good Natured Products Industrial Canada GP Inc. creating a Lien on all present and future or after-acquired Collateral of the Borrower (including its Intellectual Property, if any);

(xi) a mortgage or deed of hypothec in the amount of $10,000,000 (the "**Brampton Mortgage**") from Good Natured Real Estate Holdings (Ontario) Inc. creating a second charge over all the lands and premises municipally known as 5 Abacus Road, Brampton, Ontario (the "**Brampton Lands**");

(xii) a specific assignment of rents in respect of the Brampton Lands;

(xiii) title insurance in an amount and from an insurer acceptable to the Bank with respect to ownership of Brampton Lands secured by the Brampton Mortgage or opinion of the solicitors acceptable to the Bank and addressed to the Bank confirming title to Brampton Lands secured by the Brampton Mortgage and the second priority ranking of the Brampton Mortgage, subject only to Permitted Encumbrances;

(xiv) environmental agreement and indemnity from Good Natured Real Estate Holdings (Ontario) Inc. in respect of the Brampton Lands;

(xv) an omnibus US guaranty and security agreement from each of the US Guarantors creating a fourth ranking Lien on all present and future or after-acquired Collateral of the Borrower (including its Intellectual Property, if any);

(xvi) a mortgage in the amount of $9,111,963.63 (the "**Illinois Mortgage**") from Good Natured Products Real Estate U.S., LLC creating a fourth charge over all the lands and premises municipally known as 11413 North Burlington Road, Richmond, Illinois (the "**Illinois Lands**");

(xvii) title insurance in an amount and from an insurer acceptable to the Bank with respect to ownership of Illinois Lands secured by the Illinois Mortgage or opinion of the solicitors acceptable to the Bank and addressed to the Bank confirming title to Illinois Lands secured by the Illinois Mortgage and the fourth priority ranking of the Illinois Mortgage, subject only to Permitted Encumbrances;

(xviii) supporting officer's certificates, certificates of status (or good standing) and other certificates in connection with each Credit Party as the Bank may reasonably require which shall confirm, among other things, the constitutional documents for each Credit Party, incumbent officers with specimen signatures of authorized signatories, and the applicable authorizing resolutions for the Loan Documents, together with legal opinion of the solicitors acting for each Credit Party confirming power and capacity of each Credit Party, existence, due authorization, execution, delivery and enforceability of the Loan Documents to which each is a party and the priority of the Liens granted by each to the Bank; and

(xix) such other Loan Documents as the Bank may reasonably request in order to register or otherwise perfect the Liens granted to the Bank or as the Bank may reasonably require."

1.2 Section 7 of the Facility Letter is deleted and replaced in its entirety with the following:

"7. Notices

Any notice, request or other communication which the Bank or a Credit Party may be required or may desire to give for purposes of this Facility Letter shall be in writing and may be sent either by electronic transmission (facsimile or email), or hand delivery or first class registered mail postage prepaid to the addresses below. Any such notice, request or other communication shall be deemed to have been effectively given, made and received: (i) when transmitted with receipt confirmed in the case of electronic transmission if such transmission was made on or before 5:00 p.m. (Eastern time) on that Business Day, failing which it shall be deemed to have been effectively given, made and received on the next following Business Day, (ii) when received if sent by hand delivery on or before 5:00 p.m. (Eastern time) on a Business Day, failing which it shall be deemed to have been effectively given, made and received on the next following Business Day, or (iii) five (5) days after deposit in the mail if so mailed, but any notice, request or other communication to be given or made during a strike, lock-out or other labour disturbance at the post office or during an actual or threatened interruption in the mail service shall be hand delivered or sent by electronic transmission and not mailed. Any party hereto may change the address to which all notices, requests and other communications are to be sent to it by giving written notice of such address change to the other parties in conformity with this paragraph, but such change shall not be effective until notice of such change has been received by the other parties. The addresses of the parties for the purposes hereof shall be:

If to the Borrower, addressed as follows:

Good Natured Products Inc.
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

If to the Bank, addressed as follows:

Royal Bank of Canada
35th floor, 1055 West Georgia Street, Vancouver BC, V6E 3P3

Attention: Cameron Bailey
Email: cameron.bailey@rbc.com

If to the Guarantors, addressed as follows:

1306187 B.C. Ltd.
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products (CAD) Inc.
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Real Estate Holdings (Ontario) Inc.,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products Packaging Canada LP,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products Packaging Canada GP Inc.,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products Packaging Brampton LP,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products Packaging Brampton GP Inc.,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products Industrial Canada LP,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products Industrial Canada GP Inc.,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products (US) Inc.,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products (Illinois), LLC,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products Real Estate U.S., LLC,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products Packaging US LLC,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis

Email: paul.a@goodnaturedproducts.com

Good Natured Products Direct LLC, and
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Good Natured Products (Texas) LLC,
5 Abacus Road, Brampton, Ontario L6T 5B7

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

2. **Interpretation**

All capitalized terms herein, unless otherwise expressly defined herein, shall have the meaning ascribed to them in the Facility Letter.

The Facility Letter and the Loan Documents shall henceforth be read and construed in conjunction with this agreement; and the Facility Letter and this agreement shall henceforth have effect as far as practicable as though the provisions thereof were contained in one instrument.

All the terms, conditions and provisions of the Facility Letter not otherwise amended by this agreement shall remain unchanged and have full force and effect.

3. **Continuation of Facility Letter**

Each Credit Party agrees that this agreement constitutes an amendment to the Facility Letter and that accordingly, in this agreement the term "Facility Letter" means the Facility Letter as amended by this agreement.

4. **Conditions Precedent**

This Agreement shall not become effective until each of the following conditions precedent are satisfied or waived by the Bank, in its sole discretion, acting reasonably:

(a) this Agreement shall have been duly executed and delivered by the Borrower and the Guarantors;

(b) receipt by the Bank of the Additional Loan Documents;

(c) the Borrower shall pay on demand all of the reasonable out-of-pocket costs and expenses of the Bank (including, without limitation, reasonable legal fees and disbursements) of the Bank arising in connection with this Agreement; and

(d) the Bank shall have received all such other certificates, documents, opinions, and information that it reasonably requests.

5. **Representations and Warranties**

Each Credit Party confirms that the representations and warranties made by it in the Facility Letter remain true and accurate as of the date hereof.

6. **General Provisions**

6.1 Governing Law

This agreement is governed by the laws of the Governing Jurisdiction.

6.2 Loan Document

This Agreement shall constitute a "Loan Document" for purposes of the Facility Letter and the other Loan Documents, whether or not reference is made to this Agreement in the Facility Letter or in any other Loan Document or other document or instrument delivered in connection therewith.

6.3 Language Choice

The parties hereto have requested that this agreement and any document relating thereto be drafted in English. Les parties aux présentes ont exigé que cette convention et tout document y afférent soient rédigés en anglais.

7. **Novation**

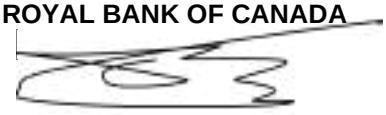
It is expressly understood and agreed between the parties hereto that this agreement does not constitute a novation of the terms and conditions of the Credit Facilities, the Facility Letter or the other Loan Documents, the Bank hereby reserving all of its rights and recourses under the Credit Facilities, the Facility Letter and the other Loan Documents. Nothing set forth in this agreement shall, except as specifically set forth herein, be construed as altering the obligations of the Borrower and the Guarantors under the Credit Facilities, the Facility Letter and the other Loan Documents. Nothing herein shall in any way release the Borrower and the Guarantors from their obligations to the Bank under the Credit Facilities, the Facility Letter and the other Loan Documents.

8. **Acceptance**

Kindly confirm acceptance and agreement to the terms and conditions of this agreement by the Borrower signing, dating and delivering a copy of this letter, also acknowledged by the Guarantors to the Bank by 5:00 p. m. local time on December 27, 2024.

Yours truly,

ROYAL BANK OF CANADA



Cameron Bailey
Senior Director
Special Loans and Advisory Services

Docusign Envelope ID: FA6E2A4B-AFF2-48EF-8F51-171FFACB0AE8

The undersigned hereby acknowledge(s) and agree(s) to the terms and conditions of this Amendment as of:

(a) Where signed fully or partly using Electronic Signatures, the date indicated in connection with the Electronic Signature of the last or final signatory;

(b) Where signed solely by manual signatures, the following date: _____

BORROWER:

Good Natured Products Inc.

Per: Signed by: Paul Antoniadis 12151D8B4D894EF... _____
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

GUARANTORS:

1306187 B.C. Ltd.

Per: Signed by: Paul Antoniadis 12151D8B4D894EF... _____
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products (CAD) Inc.

Per: Signed by: Paul Antoniadis 12151D8B4D894EF... _____
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Real Estate Holdings (Ontario) Inc.

Per: Signed by: Paul Antoniadis 12151D8B4D894EF... _____
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products Packaging Canada LP, by its general partner, **Good Natured Products Packaging Canada GP Inc.**

Per: Signed by: Paul Antoniadis 12151D8B4D894EF... _____
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products Packaging Canada GP Inc.

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products Packaging Brampton LP, by its general partner, **Good Natured Products Packaging Brampton GP Inc.**

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products Packaging Brampton GP Inc.

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products Industrial Canada LP, by its general partner, **Good Natured Products Industrial Canada GP Inc.**

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products Industrial Canada GP Inc.

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products (US) Inc.

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products (Illinois), LLC

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products Real Estate U.S., LLC

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products Packaging US LLC

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products Direct LLC

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Good Natured Products (Texas) LLC

Per: Signed by: Paul Antoniadis 12151D8B4D894EF...
Authorized Signatory
Name: Paul Antoniadis
Title: Chief Executive Officer

Appendix Q

Properties

PIN 03848 - 0103 LT *Interest/Estate* Fee Simple

Description LT 9 PL 1407 NORTH DUMFRIES; PT LT 31 CON 11 NORTH DUMFRIES, PT RDAL BTN LT 30 & 31 CON 11 NORTH DUMFRIES CLOSED BY BYLAW WS607557, PTS 14 & 15 67R1392; S/T WS607559, WS607564; NORTH DUMFRIES

Address 15 WAYDOM DRIVE
AYR

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 1306187 B.C. LTD.

Address for Service 814-470 Granville Street, Vancouver, BC
V6C 1V5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Chargee(s) *Capacity* *Share*

Name HSBC BANK CANADA

Address for Service 885 West Georgia St., Vancouver, BC V6C 3G1

Statements

Schedule: In the event of a conflict between the terms of the Facility Letter and the Charge, the terms of the Facility Letter shall prevail to the extent of such conflict.

Provisions

Principal	$8,000,000.00	*Currency*	CDN
Calculation Period	Monthly		
Balance Due Date	2027/11/03		
Interest Rate	Prime + 1.35%		
Payments			
Interest Adjustment Date			
Payment Date	Monthly		
First Payment Date	2022 11 03		
Last Payment Date	2027 11 03		
Standard Charge Terms	9916		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

Signed By

Talia Rose Lerner-Rotman	66 Wellington Street West, Suite 4100 Toronto M5K 1B7	acting for Chargor(s)	Signed	2022 09 30

Tel 416-365-1110

Fax 416-365-1876

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

Submitted By

WEIRFOULDS LLP	66 Wellington Street West, Suite 4100 Toronto M5K 1B7	2022 10 03

Tel 416-365-1110

Submitted By

Fax 416-365-1876

Fees/Taxes/Payment

Statutory Registration Fee	$66.30
Total Paid	$66.30

File Number

Chargor Client File Number : 1350821049

1) Insert Name of Customer.

1. **Whereas**(1) 1306187 B.C. Ltd.

(hereinafter called the "Customer") is obligated to the Chargee. If more than one person is named above, the term "Customer" means all and any one or more of them and the liabilities of the Customer (as hereinafter defined) means the liabilities of all or any one or more of them to the Chargee.

2. **And Whereas** the Chargor has at the request of the Chargee agreed to give this Charge as a continuing collateral security for payment and satisfaction to the Chargee of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing by the Customer to the Chargee or remaining unpaid by the Customer to the Chargee heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Chargee and the Customer or from any agreement or dealings with any third party by which the Chargee may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside Canada and whether the Customer be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (such obligations, debts and liabilities being hereinafter called the "liabilities") but it being agreed that this Charge at any one time will not secure that portion of the aggregate principal component of the liabilities outstanding at such time which exceeds the sum of (2) Eight Million Dollars Dollars ($ 8,000,000.00).

(2) Insert Maximum Amount.

Prime Rate

3. **Provided This Charge** to be void upon the Chargor, his heirs, executors, administrators, successors or assigns or any of them, paying on demand to the Chargee, its successors or assigns, the ultimate balance of the liabilities, the principal component of such liabilities not exceeding the sum of (3) Eight Million Dollars Dollars ($ 8,000,000.00) together with interest on the liabilities at the Prime Interest Rate per annum in effect from time to time plus (4) One point Three-Five per centum (1.35 %) per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the same rate as on the principal sum, and all other amounts payable by the Chargor hereunder and paying any taxes, rates, levies, charges or assessments upon the said lands no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions herein contained. For the purpose hereof, “Prime Interest Rate” is the floating annual rate of interest established and recorded as such from time to time as a reference rate for determining rates of interest the Chargee will charge on loans denominated in Canadian dollars in Canada.

(3) Insert same as in note (2) above

(4) Insert applicable interest rate above prime

4. **It Is Agreed By and Between the Parties Hereto as follows:**

(a) That no part of any liabilities of the Customer to the Chargee existing at the date of this Charge or incurred or arising thereafter, shall be deemed to be unsecured by this Charge.

(b) That this Charge is and shall be a continuing collateral security to the Chargee for the amount of such liabilities and interest as herein provided and

shall be deemed to be taken as security for the ultimate balance of such liabilities; and these presents shall not, nor shall anything herein contained operate so as to create any merger or discharge of any debt owing to the Chargee or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Chargee from the Chargor or from the Customer or from any other person or persons and this Charge shall not in any way prejudicially affect any security held or which may hereafter be held by the Chargee for the said liabilities or any part thereof, or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Chargee for or on account of the said liabilities or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of this charge.

(c) That any and all payments made in respect of the said liabilities and interest and the moneys or other proceeds realized from the sale of any securities held therefor including this Charge may be applied and reapplied notwithstanding any previous application on such part or parts of such liabilities or interest as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.

(d) That the Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Chargor, the Customer and all other persons securities and guarantees as the Chargee may see fit without prejudicing the rights of the Chargee under this Charge.

(e) That the taking of judgment in respect of the said liabilities or any instrument or instruments now or hereafter representing or evidencing the said liabilities or under any of the covenants herein or in any such instrument contained or implied shall not operate as a merger of the said liabilities or such instrument, instruments or covenants nor affect the Chargee's right to interest at the rate and times herein provided nor effect nor prejudice any rights or remedies given to the Chargee by the terms hereof.

5. In the event one or more of the Chargors is not also the Customer, each such Chargor which is not also the Customer (hereinafter in this paragraph called "such Chargor") jointly and severally covenants with the Chargee as follows:

(a) This charge and the covenants, provisos, obligations and agreements on the part of the Chargor herein contained shall be the continuing obligations and liability of each such Chargor and shall cover all the liabilities and obligations of the Chargor hereunder and shall apply to and shall secure any ultimate balance of the moneys secured or intended to be secured hereby;

(b) The Chargee shall not be bound to exhaust its recourse against the Customer or others or any securities (which term when used in this Paragraph 5 includes guarantees) it may at any time hold before being entitled to payment from each such Chargor of the moneys hereby secured and such Chargor renounces to all benefits of discussion and division;

(c) This Charge and the liabilities and obligations of each such Chargor hereunder shall not be affected by the death or loss or diminution of capacity of the Customer or of any such Chargor or by any change in the name of the Customer or in the membership of the Customer's firm through the death or

retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital, structure or constitution of the Customer, or by the Customer or the Customer's business being amalgamated with a corporation or corporations, or wound up or its corporate existence terminated but shall notwithstanding the happening of any such event continue to exist and apply to the full extent as if such event had not happened;

(d) This Charge shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Chargee and all dividends, compositions, proceeds of security valued and payments received by the Chargee from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of any such Chargors to claim in reduction of his liability under this Charge the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Chargee or proceeds thereof, and none of such Chargors shall have the right to be subrogated in any rights of the Chargee until the Chargee shall have received payment in full of all liabilities;

(e) All of the moneys hereby secured or intended to be secured hereby shall be deemed to form part of the liabilities and obligations of each such Chargor notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents thereof, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or creditors, or in the taking or registering of this Charge or any other securities, the whole whether known to the Chargee or not and all the moneys secured hereby or intended to be secured hereby shall be recoverable from each such Chargor as sole or principal debtor in respect thereof and shall be paid to the Chargee on demand with interest and accessories; and

(f) Each such Chargor shall be bound by any account settled between the Chargee and the Customer,and if no such account has been so settled immediately before demand of payment hereunder any account stated by the Chargee shall be accepted by such Chargor and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Chargee or remains unpaid by the Customer to the Chargee.

Appendix R

U.S. GUARANTY AND SECURITY AGREEMENT

This **GUARANTY AND SECURITY AGREEMENT** (this "Agreement"), dated as of December 27th, 2024, by and among the Persons listed on the signature pages hereof as "Grantors" and those additional entities that hereafter become parties hereto by executing the form of Joinder attached hereto as Annex 1 (each, a "Grantor" and collectively, the "Grantors"), and ROYAL BANK OF CANADA, as lender (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain facility letter dated October 3, 2023 (as amended by a first amending agreement dated as of the date hereof and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among GOOD NATURED PRODUCTS INC., a British Columbia corporation, as borrower ("Borrower"), certain Affiliates or Subsidiaries of Borrower party thereto and each entity that may from time to time become party thereto as a guarantor, as Guarantors, and Lender (as successor by amalgamation between HSBC Bank Canada and Royal Bank of Canada on or about March 29, 2024), Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the terms of the Credit Agreement and the other Loan Documents, (a) each Grantor has agreed to guaranty the Guarantied Obligations, and (b) each Grantor has agreed to grant to Lender a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, each Grantor is an Affiliate or a Subsidiary of Borrower and, as such, will benefit by virtue of the financial accommodations extended to Borrower by Lender.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Construction.

(a) All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement. Any terms (whether capitalized or lower case) used in this Agreement that are defined in the Code (including, without limitation, Account, Account Debtor, Chattel Paper, Commercial Tort Claims, Deposit Account, Drafts, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Inventory, Investment Property, Instruments, Letters of Credit, Letter of Credit Rights, Promissory Notes, Proceeds, Securities Accounts and Supporting Obligations) shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Credit Agreement; provided, that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

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(i) "Activation Instruction" has the meaning specified therefor in Section 7(j)(ii) hereof.

(ii) "Agreement" has the meaning specified therefor in the preamble to this Agreement.

(iii) "Bankruptcy Code" means title 1I of the United States Code, as in effect from time to time.

(iv) "Books" means books and records (including each Grantor's Records indicating, summarizing, or evidencing such Grantor's assets (including the Collateral) or liabilities, each Grantor's Records relating to such Grantor's business operations or financial condition, and each Grantor's goods or General Intangibles related to such information).

(v) "Borrower" has the meaning specified therefor in the recitals to this Agreement.

(vi) "CFC" means a "controlled foreign corporation" within the meaning of Section 957 of the U.S. Internal Revenue Code of 1986.

(vii) "Claim" has the meaning specified therefor in Section 25(c) hereof.

(viii) "Court" has the meaning specified therefor in Section 25(f) hereof.

(ix) "Code" means the New York Uniform Commercial Code, as in effect from time to time; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Lender's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(x) "Collateral" has the meaning specified therefor in Section 3 hereof.

(xi) "Collection Account" means a Deposit Account of a Grantor which is used exclusively for deposits of collections and proceeds of Collateral and not as a disbursement or operating account upon which checks or other drafts may be drawn.

(xii) "Commercial Tort Claims" means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1.

(xiii) "Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

(xiv) "Control Agreement" means a deposit account or securities account control agreement or other control agreement that gives Lender "control" over Collateral as a means of perfecting Lender's security interest in such Collateral.

(xv) "Copyright Security Agreement" means each Copyright Security Agreement executed and delivered by Grantors, or any of them, and Lender, in substantially the form of Exhibit A.

(xvi) "Copyrights" means any and all rights in any works of authorship, including (A) copyrights and moral rights, (B) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 2, (C) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor's rights corresponding thereto throughout the world.

(xvii) "Credit Agreement" has the meaning specified therefor in the recitals to this Agreement.

(xviii) "Creditor" has the meaning specified therefor in the Intercreditor Agreement.

(xix) "Excluded Accounts" means (A) Deposit Accounts and Securities Accounts established after the Closing Date with an aggregate amount on deposit therein of not more than $1,000,000 at any one time for all such Deposit Accounts or Securities Accounts, other than Deposit Accounts and Securities Accounts over which the Agent, in its Permitted Discretion, requires a Control Agreement, or (B) Deposit Accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Grantor's employees.

(xx) "Excluded Swap Obligation" means, with respect to any Grantor, any Swap Obligation if, and to the extent that, all or a portion of the guaranty of such Grantor of, or the grant by such Grantor of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Grantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty of such Grantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

(xxi) "Foreclosed Grantor" has the meaning specified therefor in Section 2(i)(iv) hereof.

(xxii) "FRB" means the Board of Governors of the Federal Reserve System of the United States, or any entity succeeding to any of its principal functions.

(xxiii) "Grantor" and "Grantors" have the respective meanings specified therefor in the preamble to this Agreement.

(xxiv) "Guarantied Obligations" means all of the obligations under the Loan Documents, any interest rate protection agreement, cash management agreement or other bank product now or hereafter existing and payable to Lender or any of its affiliates by Borrower, any Grantor or any of their respective affiliates, whether for principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), fees, any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding, or otherwise, and any and all expenses (including reasonable and documented counsel fees and expenses) incurred by Lender in enforcing any rights under

the any of the Loan Documents. Without limiting the generality of the foregoing, Guarantied Obligations shall include all amounts that constitute part of the Guarantied Obligations and would be owed by Borrower to Lender but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization, other Insolvency Proceeding or similar proceeding involving Borrower or any Guarantor; provided that, anything to the contrary contained in the foregoing notwithstanding, the Guarantied Obligations shall exclude any Excluded Swap Obligation.

(xxv) "Guarantor" means each Grantor other than Borrower.

(xxvi) "Guaranty" means the guaranty set forth in Section 2 hereof.

(xxvii) "Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

(xxviii) "Intellectual Property" means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(xxix) "Intellectual Property Licenses" means, with respect to any Grantor, (A) any licenses or other similar rights provided to such Grantor in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by such Grantor, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule 3, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of Lender's rights under the Loan Documents.

(xxx) "Intercreditor Agreement" means that certain Intercreditor Agreement, dated on or about November 15, 2024, by and among The Toronto-Dominion Bank, Wells Fargo Capital Finance Corporation Canada, Royal Bank of Canada, Export Development Canada, Lender, the Borrower, Good Natured Real Estate Holdings (Ontario) Inc., 1306187 B.C. Ltd., certain Subsidiaries of the Borrower party thereto, and those additional entities that become parties thereto.

(xxxi) "Investment Property" means (A) any and all investment property, and (B) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.

(xxxii) "Joinder" means each Joinder to this Agreement executed and delivered by Lender and each of the other parties listed on the signature pages thereto, in substantially the form of Annex 1.

(xxxiii) "Lender" has the meaning specified therefor in the recitals to this Agreement.

(xxxiv) "Negotiable Collateral" means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).

(xxxv) "Patent Security Agreement" means each Patent Security Agreement executed and delivered by Grantors, or any of them, and Lender, in substantially the form of Exhibit B.

(xxxvi) "Patents" means patents and patent applications, including (A) the patents and patent applications listed on Schedule 4, (B) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor's rights corresponding thereto throughout the world.

(xxxvii) "Pledged Companies" means each Person listed on Schedule 5 as a "Pledged Company", together with each other Person, all or a portion of whose Equity Interests are acquired or otherwise owned by a Grantor after the Closing Date and is required to be pledged pursuant to any Loan Document.

(xxxviii) "Pledged Interests" means all of each Grantor's right, title and interest in and to all of the Equity Interests now owned or hereafter acquired by such Grantor, regardless of class or designation, including in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Equity Interests, the right to receive any certificates representing any of the Equity Interests, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

(xxxix) "Pledged Interests Addendum" means a Pledged Interests Addendum substantially in the form of Exhibit C.

(xl) "Pledged Notes" has the meaning specified therefor in Section 6(i) hereof.

(xli) "Pledged Operating Agreements" means all of each Grantor's rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.

(xlii) "Pledged Partnership Agreements" means all of each Grantor's rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.

(xliii) "Proceeds" has the meaning specified therefor in Section 3(r) hereof.

(xliv) "PTO" means the United States Patent and Trademark Office.

(xlv) "Qualified ECP Grantor" means, in respect of any Swap Obligation, each Grantor that has total assets exceeding $10,000,000 at the time the relevant guaranty, keepwell, or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other

person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(xlvi) "Real Property" means any estates or interests in real property now owned or hereafter acquired by any Grantor and the improvements thereto.

(xlvii) "Record" means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

(xlviii) "Secured Obligations" means each and all of the following: (A) all of the present and future obligations of each of the Grantors arising from, or owing under or pursuant to, this Agreement (including the Guaranty), the Credit Agreement, or any of the other Loan Documents, and (B) all other Obligations of Borrower and all other Guarantied Obligations of each Guarantor; provided that, anything to the contrary contained in the foregoing notwithstanding, the Secured Obligations shall exclude any Excluded Swap Obligation.

(xlix) "Security Interest" has the meaning specified therefor in Section 3 hereof.

(l) "Subsidiary" of a Person means a corporation, partnership, limited liability company, or other entity in which that Person directly or indirectly owns or controls the shares of Equity Interests having ordinary voting power to elect a majority of the board of directors (or appoint other comparable managers) of such corporation, partnership, limited liability company, or other entity.

(li) "Supporting Obligations" means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Property.

(lii) "Swap Obligation" means, with respect to any Grantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

(liii) "Trademark Security Agreement" means each Trademark Security Agreement executed and delivered by Grantors, or any of them, and Lender, in substantially the form of Exhibit D.

(liv) "Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 6, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (F) all of each Grantor's rights corresponding thereto throughout the world.

(lv) "URL" means "uniform resource locator," an internet web address.

(lvi) "Voidable Transfer" has the meaning specified therefor in Section 23(b) hereof.

(b) All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

2. Guaranty.

In recognition of the direct and indirect benefits to be received by Guarantors from the proceeds of the Loans and by virtue of the financial accommodations to be made to Borrower, each of the Guarantors, jointly and severally, hereby unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guarantied Obligations. If any or all of the Obligations constituting Guarantied Obligations becomes due and payable, each of the Guarantors, unconditionally and irrevocably, and without the need for demand, protest, or any other notice or formality, promises to pay such indebtedness to Lender, together with any and all expenses that may be incurred by Lender in demanding, enforcing, or collecting any of the Guarantied Obligations (including the enforcement of any collateral for such Guarantied Obligations or any collateral for the obligations of the Guarantors under this Guaranty). If claim is ever made upon Lender for repayment or recovery of any amount or amounts received in payment of or on account of any or all of the Guarantied Obligations and Lender repays all or part of said amount by reason of (i) any judgment, decree, or order of any court or administrative body having jurisdiction over such payee or any of its property, or (ii) any settlement or compromise of any such claim effected by such payee with any such claimant (including Borrower or any Guarantor), then and in each such event, each of the Guarantors agrees that any such judgment, decree, order, settlement, or compromise shall be binding upon the Guarantors, notwithstanding any revocation (or purported revocation) of this Guaranty or other instrument evidencing any liability of any Grantor, and the Guarantors shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee. Without limiting the generality of the foregoing, each Grantor and the Lender, hereby confirms that the parties intend that this Guaranty not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code, the U.S. Uniform Fraudulent Conveyance Act, the U.S. Uniform Fraudulent Transfer Act or any similar federal, state or foreign law to the extent applicable to this Guaranty. In furtherance of that intention, the liabilities of each Grantor under this Guaranty (the "Liabilities") shall be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Grantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other person with respect to the Liabilities, result in the Liabilities of each Grantor under this Guaranty not constituting a fraudulent transfer or conveyance. This limitation is intended solely to preserve the rights of the Lender to the maximum extent not subject to avoidance under applicable law, and neither the Grantors nor any other person shall have any right or claim under this clause, except to the extent necessary so that the obligations of each Grantor hereunder shall not be rendered voidable under applicable law. Each Grantor agrees that the Obligations may at any time and from time to time exceed the maximum liability of such Grantor without impairing this Guaranty or affecting the rights and remedies of the Lender hereunder, provided that, nothing in this sentence shall be construed to increase any Grantor's obligations hereunder beyond its maximum liability.

(a) Additionally, each of the Guarantors unconditionally and irrevocably guarantees the payment of any and all of the Guarantied Obligations to Lender, whether or not due or payable by any Credit Party, and irrevocably and unconditionally promises to pay such indebtedness to Lender, without the requirement of demand, protest, or any other notice or other formality, in lawful money of Canada.

(b) The liability of each of the Guarantors hereunder is primary, absolute, and unconditional, and is independent of any security for or other guaranty of the Guarantied Obligations, whether executed by any other Guarantor or by any other Person, and the liability of each of the Guarantors hereunder shall not be affected or impaired by (i) any payment on, or in reduction of, any such other guaranty or undertaking (other than payment in full of the Guarantied Obligations), (ii) any dissolution, termination, or increase, decrease, or change in personnel by any Credit Party, (iii) any payment made to Lender on account of the Secured Obligations which Lender repays to any Credit Party pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding (or any settlement or compromise of any claim made in such a proceeding relating to such payment), and each of the Guarantors waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding, (iv) any action or inaction by Lender, or (v) any invalidity, irregularity, avoidability, or unenforceability of all or any part of the Obligations or of any security therefor.

(c) This Guaranty includes all present and future Guarantied Obligations including any under transactions continuing, compromising, extending, increasing, modifying, releasing, or renewing the Guarantied Obligations, changing the interest rate, payment terms, or other terms and conditions thereof, or creating new or additional Guarantied Obligations after prior Guarantied Obligations have been satisfied in whole or in part. To the maximum extent permitted by law, each Guarantor hereby waives any right to revoke this Guaranty as to future Guarantied Obligations. If such a revocation is effective notwithstanding the foregoing waiver, each Guarantor acknowledges and agrees that (i) no such revocation shall be effective until written notice thereof has been received by Lender, (ii) no such revocation shall apply to any Guarantied Obligations in existence on the date of receipt by Lender of such written notice (including any subsequent continuation, extension, or renewal thereof, or change in the interest rate, payment terms, or other terms and conditions thereof), (iii) no such revocation shall apply to any Guarantied Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of Lender in existence on the date of such revocation, (iv) no payment by any Guarantor, Borrower, or from any other source, prior to the date of Lender's receipt of written notice of such revocation shall reduce the maximum obligation of such Guarantor hereunder, and (v) any payment by Borrower or from any source other than such Guarantor subsequent to the date of such revocation shall first be applied to that portion of the Guarantied Obligations as to which the revocation is effective and which are not, therefore, guaranteed hereunder, and to the extent so applied shall not reduce the maximum obligation of such Guarantor hereunder. This Guaranty shall be binding upon each Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Lender and its successors, transferees, or assigns.

(d) The guaranty by each of the Guarantors hereunder is a guaranty of payment and not of collection. The obligations of each of the Guarantors hereunder are independent of the obligations of any other Guarantor or Grantor or any other Person and a separate action or actions may be brought and prosecuted against one or more of the Guarantors whether or not action is brought against any other Guarantor or Grantor or any other Person and whether or not any other Guarantor or Grantor or any other Person be joined in any such action or actions. Each of the Guarantors waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Grantor or other circumstance which operates to toll any statute of limitations as to any Grantor shall operate to toll the statute of limitations as to each of the Guarantors.

(e) Each of the Guarantors authorizes Lender without notice or demand (other than any notice expressly required to be provided hereunder or under any other Credit Document), and without affecting or impairing its liability hereunder, from time to time to:

(i) change the manner, place, or terms of payment of, or change or extend the time of payment of, renew, increase, accelerate, or alter: (A) any of the Secured Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), or (B) any security therefor or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Obligations as so changed, extended, renewed, or altered;

(ii) take and hold security for the payment of the Secured Obligations and sell, exchange, release, impair, surrender, realize upon, collect, settle, or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure the Secured Obligations or any of the Guarantied Obligations (including any of the obligations of all or any of the Guarantors under this Guaranty) incurred directly or indirectly in respect thereof or hereof, or any offset on account thereof;

(iii) exercise or refrain from exercising any rights against any Grantor or any other Person;

(iv) release or substitute any one or more endorsers, guarantors, any Grantor, or other obligors;

(v) settle or compromise any of the Secured Obligations, any security therefor, or any liability (including any of those of any of the Guarantors under this Guaranty) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any Grantor to its creditors;

(vi) apply any sums by whomever paid or however realized to any liability or liabilities of any Grantor to Lender regardless of what liability or liabilities of such Grantor remain unpaid;

(vii) consent to or waive any breach of, or any act, omission, or default under, this Agreement, any other Credit Document, or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify, or supplement this Agreement, any other Credit Document or any of such other instruments or agreements; or

(viii) take any other action that could, under otherwise applicable principles of law, give rise to a legal or equitable discharge of one or more of the Guarantors from all or part of its liabilities under this Guaranty (other than a defense of payment in full of the Guarantied Obligations).

(f) It is not necessary for Lender to inquire into the capacity or powers of any of the Guarantors or the officers, directors, partners or agents acting or purporting to act on their behalf, and any Obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

(g) Each Guarantor jointly and severally guarantees that the Guarantied Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of Lender with respect thereto. The obligations of each Guarantor under this Guaranty are independent of the Guarantied Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any other Guarantor or whether any other Guarantor is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be absolute and unconditional irrespective of, and each Guarantor

hereby irrevocably waives any defense it may now or hereafter have in any way relating to, any or all of the following:

(i) any lack of validity or enforceability of any Credit Document or any agreement or instrument relating thereto;

(ii) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Guarantied Obligations, or any other amendment or waiver of or any consent to departure from any Credit Document, including any increase in the Guarantied Obligations resulting from the extension of additional credit;

(iii) any taking, exchange, release, or non-perfection of any Lien in and to any Collateral, or any taking, release, amendment, waiver, supplement, restatements, extension, novation, renewal, replacements, or continuation of, or consent to departure from any other guaranty, for all or any of the Guarantied Obligations;

(iv) the existence of any claim, set-off, defense, or other right that any Guarantor may have at any time against any Person, including Lender;

(v) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guarantied Obligations or any security therefor;

(vi) any right or defense arising by reason of any claim or defense based upon an election of remedies by Lender including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any Grantor or any other guarantors or sureties;

(vii) any change, reorganization, restructuring, or termination of the corporate, limited liability company, or partnership structure or existence of any Grantor; or

(viii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or any other guarantor or surety.

(h) Waivers.

(i) Each of the Guarantors waives any right (except as shall be required by applicable statute and cannot be waived) to require Lender to (i) proceed against any other Grantor or any other Person, (ii) proceed against or exhaust any security held from any other Grantor or any other Person, or (iii) protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other Grantor, any other Person, or any collateral, or (iv) pursue any other remedy in Lender's power whatsoever. Each of the Guarantors waives any defense based on or arising out of any defense of any Grantor or any other Person, other than payment of the Guarantied Obligations to the extent of such payment, based on or arising out of the disability of any Grantor or any other Person, or the validity, legality, or unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Grantor other than payment of the Obligations to the extent of such payment. Lender may foreclose upon any Collateral held by Lender by one or more judicial or non-judicial sales or other dispositions, whether or not every aspect of any such sale is commercially reasonable or otherwise fails to comply with applicable law or may exercise any other right or remedy Lender may have against any Grantor or any

other Person, or any security, in each case, without affecting or impairing in any way the liability of any of the Guarantors hereunder except to the extent the Guarantied Obligations have been paid.

(ii) Each of the Guarantors waives all presentments, demands for performance, protests and notices, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation, or incurring of new or additional Secured Obligations or other financial accommodations. Each of the Guarantors waives notice of any default under any of the Loan Documents. Each of the Guarantors assumes all responsibility for being and keeping itself informed of each Credit Party's financial condition and assets and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope, and extent of the risks which each of the Guarantors assumes and incurs hereunder, and agrees that Lender shall not have any duty to advise any of the Guarantors of information known to them regarding such circumstances or risks.

(iii) To the fullest extent permitted by applicable law, each Guarantor hereby waives: (A) any right to assert against Lender, any defense (legal or equitable) (other than the defense that all of the Guarantied Obligations have been paid in full), set-off, counterclaim, or claim which each Guarantor may now or at any time hereafter have against Borrower, any Guarantor or any other party liable to Lender, (B) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guarantied Obligations or any security therefor, (C) any right or defense arising by reason of any claim or defense based upon an election of remedies by Lender including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against Borrower or other guarantors or sureties, and (D) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guarantied Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to such Guarantor's liability hereunder.

(iv) No Guarantor will exercise any rights that it may now or hereafter acquire against any Credit Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Guaranty, including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Lender against any Credit Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any Credit Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guarantied Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash and the Credit Facility has been terminated. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of Lender, and shall forthwith be paid to Lender to be credited and applied to the Guarantied Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Credit Agreement, or to be held as Collateral for any Guarantied Obligations or other amounts payable under this Guaranty thereafter arising. Notwithstanding anything to the contrary contained in this Guaranty, no Guarantor may exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and may not proceed or seek recourse against or with respect to any property or asset of, any other Grantor (the "Foreclosed Grantor"), including after payment in full of the Obligations, if all or any portion of the Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of such Foreclosed Grantor whether pursuant to this Agreement or otherwise.

(v) Each of the Guarantors represents, warrants, and agrees that each of the waivers set forth above is made with full knowledge of its significance and consequences and that if any of such waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective to the maximum extent permitted by law.

3. Grant of Security. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Lender to secure the Secured Obligations (whether now existing or hereafter arising), a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

(a) all of such Grantor's Accounts;

(b) all of such Grantor's Books;

(c) all of such Grantor's Chattel Paper;

(d) all of such Grantor's Commercial Tort Claims;

(e) all of such Grantor's Deposit Accounts;

(f) all of such Grantor's Equipment;

(g) all of such Grantor's Farm Products;

(h) all of such Grantor's Fixtures;

(i) all of such Grantor's General Intangibles;

(j) all of such Grantor's Inventory;

(k) all of such Grantor's Investment Property;

(l) all of such Grantor's Intellectual Property and Intellectual Property Licenses;

(m) all of such Grantor's Negotiable Collateral (including all of such Grantor's Pledged Notes);

(n) all of such Grantor's Pledged Interests (including all of such Grantor's Pledged Operating Agreements and Pledged Partnership Agreements);

(o) all of such Grantor's Securities Accounts;

(p) all of such Grantor's Supporting Obligations;

(q) all of such Grantor's money, Cash Equivalents, or other assets of such Grantor that now or hereafter come into the possession, custody, or control of Lender (or its agent or designee); and

(r) all of the Proceeds and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Farm

Products, Fixtures, General Intangibles, Inventory, Investment Property, Intellectual Property, Negotiable Collateral, Pledged Interests, Securities Accounts, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Grantor or Lender from time to time with respect to any of the Investment Property.

Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include: (i) consumer goods, (ii) the last day of the term of any lease or sublease or any agreement for a lease or sublease, now held or hereafter acquired by a Grantor in respect of real property, but such Grantor shall stand possessed of any such last day upon trust to assign and dispose of it as Lender may reasonably direct, (iii) [reserved], (iv) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of any Grantor if under the terms of such contract, lease, permit, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license or license agreement has not been obtained (provided that, (A) the foregoing exclusions of this clause (iv) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Lender's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license or license agreement and (B) the foregoing exclusions of clauses (i) and (ii) shall in no way be construed to limit, impair or otherwise affect any of Lender's continuing security interests in and liens upon any rights or interest of any Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license or license agreement or Equity Interests), (v) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided that, upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral, (vi) Excluded Accounts, (vii) any leasehold rights and interests in real property (including Fixtures related thereto), (viii) any margin stock (within the meaning of Regulation U issued by the FRB), and (ix) any property held in trust by the Debtors and lawfully belonging to others.

4. Security for Secured Obligations. The Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding. Further, the Security Interest created hereby encumbers each Grantor's right, title, and interest in all Collateral, whether now owned by such Grantor or hereafter acquired, obtained, developed, or created by such Grantor and wherever located.

5. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements included in the Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Lender of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the Collateral, and (c) Lender shall not have any obligation or liability under such contracts and agreements included in the Collateral by reason of this Agreement, nor shall Lender be obligated to perform any of the obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Until Lender demands payment of the Guarantied Obligations, except as otherwise provided in this Agreement, the Credit Agreement, or any other Credit Document, Grantors shall have the right to possession and enjoyment of the Collateral for the purpose of conducting the ordinary course of their respective businesses, subject to and upon the terms hereof and of the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the Pledged Interests, including all voting, consensual, dividend, and distribution rights, shall remain in the applicable Grantor until Lender has notified the applicable Grantor of Lender's election to exercise such rights with respect to the Pledged Interests pursuant to Section 16.

6. Representations and Warranties. In order to induce Lender to enter into this Agreement, each Grantor makes the following representations and warranties to Lender which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) The name (within the meaning of Section 9-503 of the Code) and jurisdiction of organization of each Grantor is set forth on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Credit Agreement).

(b) The chief executive office of each Grantor is located at the address indicated on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Credit Agreement).

(c) Each Grantor's organizational identification numbers, if any, are identified on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Credit Agreement).

(d) No Grantor holds any commercial tort claims except as set forth on Schedule 1.

(e) Set forth on Schedule 9 is a listing of all of Grantors' Deposit Accounts and Securities Accounts, including, with respect to each bank or securities intermediary (i) the name and address of such Person, and (ii) the account numbers of the Deposit Accounts or Securities Accounts maintained with such Person.

(f) Schedule 8 sets forth all Real Property owned by any of the Grantors.

(g) (i) Schedule 2 provides a complete and correct list of all registered Copyrights owned by any Grantor, all applications for registration of Copyrights owned by any Grantor, and all other Copyrights owned by any Grantor and material to the conduct of the business of any Grantor, (ii) Schedule 3 provides a complete and correct list of all Intellectual Property Licenses entered into by any Grantor pursuant to which (A) any Grantor has provided any license or other rights in Intellectual Property owned or controlled by such Grantor to any other Person (other than non-exclusive software licenses granted in the ordinary course of business), or (B) any Person has granted to any Grantor any license or other rights in Intellectual Property owned or controlled by such Person that is material to the business of such Grantor, including any Intellectual Property that is incorporated in any Inventory, software, or other product marketed, sold, licensed, or distributed by such Grantor (other than off-the-shelf, shrink-wrapped or "click to accept" software licenses or other licenses to generally commercially available software), (iii) Schedule 4 provides a complete and correct list of all Patents owned by any Grantor and all applications for Patents owned by any Grantor, and (iv) Schedule 6 provides a complete and correct list of all registered Trademarks owned by any Grantor, and all applications for registration of Trademarks owned by any Grantor.

(h) (i) (A) each Grantor owns exclusively or holds licenses in all Intellectual Property that is necessary in or material to the conduct of its business, and (B) all employees and contractors of each Grantor who were involved in the creation or development of any Intellectual Property for such Grantor that is necessary in or material to the business of such Grantor have signed agreements containing assignment of Intellectual Property rights to such Grantor and obligations of confidentiality;

(ii) to each Grantor's knowledge after reasonable inquiry, no Person has infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights owned by such Grantor, in each case, that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect;

(iii) (A) to each Grantor's knowledge after reasonable inquiry, (1) such Grantor has never infringed or misappropriated and is not currently infringing or misappropriating any Intellectual Property rights of any Person, and (2) no product manufactured, used, distributed, licensed, or sold by or service provided by such Grantor has ever infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights of any Person, in each case, except where such infringement either individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect, and (B) there are no infringement or misappropriation claims or proceedings pending, or to any Grantor's knowledge after reasonable inquiry, threatened in writing against any Grantor, and no Grantor has received any written notice or other communication of any actual or alleged infringement or misappropriation of any Intellectual Property rights of any Person, in each case, except where such infringement either individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect;

(iv) to each Grantor's knowledge after reasonable inquiry, all registered Copyrights, registered Trademarks, and issued Patents that are owned by such Grantor and necessary in or material to the conduct of its business are valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such Intellectual Property in full force and effect, and

(v) each Grantor has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all trade secrets owned by such Grantor that are necessary in or material to the conduct of the business of such Grantor.

(i) This Agreement creates a valid security interest in the Collateral of each Grantor, to the extent a security interest therein can be created under the Code, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the Code, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and Lender, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 10. Upon the making of such filings, Lender shall have a first priority (subject only to Permitted Liens which are non-consensual Permitted Liens, permitted purchase money Liens, or the interests of lessors under Capital Leases) perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by the filing of a financing statement under the Code. Upon filing of any Copyright Security Agreement with the United States Copyright Office, filing of any Patent Security Agreement and any Trademark Security Agreement with the PTO, and the filing of appropriate financing statements in the jurisdictions listed on Schedule 10, all action necessary or desirable to protect and perfect the Security Interest in and on each Grantor's United States issued and registered Patents, Trademarks, or Copyrights has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from any Grantor.

(j) (i) Except for the Security Interest created hereby, each Grantor is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all Liens other than Permitted Liens, of the Pledged Interests indicated on Schedule 5 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Closing Date, (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and non-assessable (where applicable) and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Pledged Companies of such Grantor identified on Schedule 5 as supplemented or modified by any Pledged Interests Addendum or any Joinder to this Agreement, (iii) such Grantor has the right and requisite authority to pledge, the Investment Property pledged by such Grantor to Lender as provided herein, (iv) all actions necessary or desirable to perfect and establish the first priority (subject only to Permitted Liens which are non-consensual Permitted Liens, permitted purchase money Liens, or the interests of lessors under capital leases) of, or otherwise protect, Lender's Liens in the Investment Property, and the proceeds thereof, have been duly taken, upon (A) the execution and delivery of this Agreement, (B) the taking of possession by Lender (or its agent or designee) of any certificates representing the Pledged Interests, to the extent such Pledged Interests are represented by certificates, together with undated powers (or other documents of transfer acceptable to Lender) endorsed in blank by the applicable Grantor, (C) the filing of financing statements in the applicable jurisdiction set forth on Schedule 10 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates, and (D) with respect to any Securities Accounts, the delivery of Control Agreements with respect thereto, and (v) each Grantor has delivered to and deposited with Lender all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers (or other documents of transfer acceptable to Lender) endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by such Grantor has been issued or transferred in violation of any securities registration, securities disclosure, or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(k) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a Security Interest by such Grantor in and to the Collateral pursuant to this Agreement or for the execution,

delivery, or performance of this Agreement by such Grantor, or (ii) for the exercise by Lender of the voting or other rights provided for in this Agreement with respect to the Investment Property or the remedies in respect of the Collateral pursuant to this Agreement, except (A) as may be required in connection with such disposition of Investment Property by laws affecting the offering and sale of securities generally, (B) for consents, approvals, authorizations, or other orders or actions that have already been obtained or given (as applicable) and that are still in force, and (C) the filing of financing statements and other filings necessary to perfect the Security Interests granted hereby. No Intellectual Property License of any Grantor that is necessary in or material to the conduct of such Grantor's business requires any consent of any other Person that the Grantor has not used commercially reasonable efforts to obtain in order for such Grantor to grant the security interest granted hereunder in such Grantor's right, title or interest in or to such Intellectual Property License.

(l) [intentionally deleted].

(m) There is no default, breach, violation, or event of acceleration existing under any promissory note (as defined in the Code) constituting Collateral and pledged hereunder (each a "Pledged Note") and no event has occurred or circumstance exists which, with the passage of time or the giving of notice, or both, would constitute a default, breach, violation, or event of acceleration under any Pledged Note. No Grantor that is an obligee under a Pledged Note has waived any default, breach, violation, or event of acceleration under such Pledged Note. As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby represents and warrants that the Pledged Interests issued pursuant to such agreement (i) are not dealt in or traded on securities exchanges or in securities markets and (ii) are not held by such Grantor in a Securities Account.

7. Covenants. Each Grantor, jointly and severally, covenants and agrees with Lender that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 23:

(a) Possession of Collateral. Subject to the Intercreditor Agreement, in the event that any Collateral, including Proceeds, is evidenced by or consists of Negotiable Collateral, Investment Property, or Chattel Paper having an aggregate value or face amount of $200,000 or more for all such Negotiable Collateral, Investment Property, or Chattel Paper, the Grantors shall promptly (and in any event within five Business Days (or such longer period as agreed to by Lender in writing in its sole discretion) after acquisition thereof), notify Lender thereof, and if and to the extent that perfection or priority of Lender's Security Interest is dependent on or enhanced by possession, the applicable Grantor, promptly (and in any event within five Business Days (or such longer period as agreed to by Lender in writing in its sole discretion)) after request by Lender, shall execute such other documents and instruments as shall be requested by Lender or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Property, or Chattel Paper to Lender, together with such undated powers (or other relevant document of transfer acceptable to Lender) endorsed in blank as shall be requested by Lender, and shall do such other acts or things deemed necessary or desirable by Lender to protect Lender's Security Interest therein.

(b) Chattel Paper.

(i) Subject to the Intercreditor Agreement, promptly (and in any event within five Business Days (or such longer period as agreed to by Lender in writing in its sole discretion)) after request by Lender, each Grantor shall take all steps reasonably necessary to grant Lender control of all electronic Chattel Paper in accordance with the Code and all "transferable records" as that term is defined in Section 16 of the Uniform Electronic Transaction Act and Section 201 of the federal Electronic Signatures in Global and National Commerce Act as in effect in any relevant jurisdiction, to the extent that the aggregate value or face amount of such electronic Chattel Paper equals or exceeds $200,000; and

(ii) If any Grantor retains possession of any Chattel Paper or instruments (which retention of possession shall be subject to the extent permitted hereby and by the Credit Agreement), subject to the Intercreditor Agreement, promptly upon the request of Lender, such Chattel Paper and instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the Security Interest of Royal Bank of Canada, as Lender".

(c) Control Agreements.

(i) Each Grantor shall obtain an authenticated Control Agreement, from each bank maintaining a Deposit Account or Securities Account for such Grantor (other than with respect to any Excluded Accounts) to the extent such Control Agreement is delivered to a Creditor in accordance with the Intercreditor Agreement and such Creditor agrees to hold such Collateral as bailee for the Lender; and

(ii) Each Grantor shall obtain an authenticated Control Agreement, from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for any Grantor, or maintaining a Securities Account for such Grantor (other than with respect to any Excluded Accounts);

provided that clauses (i) and (ii) shall be deemed to be satisfied to the extent that such Control Agreement have been entered into by a Creditor in accordance with the Intercreditor Agreement and such Creditor agrees to hold such Collateral as bailee for the Lender and the Intercreditor Agreement is in effect.

(d) [intentionally deleted].

(e) Commercial Tort Claims. If the Grantors (or any of them) obtain Commercial Tort Claims having a value, or involving an asserted claim, in the amount of $200,000 or more in the aggregate for all Commercial Tort Claims, then the applicable Grantor or Grantors shall promptly (and in any event within five Business Days (or such longer period as agreed to by Lender in writing in its sole discretion) of obtaining such Commercial Tort Claim), notify Lender upon incurring or otherwise obtaining such Commercial Tort Claims and, promptly (and in any event within five Business Days (or such longer period as agreed to by Lender in writing in its sole discretion)) after request by Lender, amend Schedule 1 to describe such Commercial Tort Claims in a manner that reasonably identifies such Commercial Tort Claims and which is otherwise reasonably satisfactory to Lender, and hereby authorizes the filing of additional financing statements or amendments to existing financing statements describing such Commercial Tort Claims, and agrees to do such other acts or things deemed necessary or desirable by Lender to give Lender a first priority (subject only to Permitted Liens which are non-consensual Permitted Liens, permitted purchase money Liens, or the interests of lessors under Capital Leases), perfected security interest in any such Commercial Tort Claim.

(f) Government Contracts. Other than Accounts and Chattel Paper the aggregate value of which does not at any one time exceed $500,000, if any Account or Chattel Paper arises out of a contract or contracts with the United States of America or any department, agency, or instrumentality thereof, Grantors shall promptly (and in any event within five Business Days (or such longer period as agreed to by Lender in writing in its sole discretion) of the creation thereof) notify Lender thereof and, promptly (and in any event within five Business Days (or such longer period as agreed to by Lender in writing in its sole discretion)) after request by Lender, execute any instruments or take any steps reasonably required by Lender to comply with the Assignment of Claims Act or other applicable law; provided that the requirements of this clause (f) shall be deemed to be satisfied to the extent that such steps have been taken as directed by a Creditor in accordance with the Intercreditor Agreement and such Creditor agrees to hold such Collateral as bailee for the Lender and the Intercreditor Agreement is in effect.

(g) Intellectual Property.

(i) Upon the request of Lender, in order to facilitate filings with the PTO and the United States Copyright Office, each Grantor shall execute and deliver to Lender one or more Copyright Security Agreements, Trademark Security Agreements, or Patent Security Agreements to further evidence Lender's Lien on such Grantor's United States issued and registered Patents, Trademarks, or Copyrights, and the General Intangibles of such Grantor relating thereto or represented thereby;

(ii) Each Grantor shall have the duty, with respect to Intellectual Property that is necessary in or material to the conduct of such Grantor's business, to protect and diligently enforce and defend at such Grantor's expense its Intellectual Property, including (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, (D) to take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights, Intellectual Property Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (E) to require all employees, consultants, and contractors of each Grantor who were involved in the creation or development of such Intellectual Property to sign agreements containing assignment of Intellectual Property rights and obligations of confidentiality. Each Grantor further agrees not to abandon any Intellectual Property or Intellectual Property License that is necessary in or material to the conduct of such Grantor's business. Each Grantor hereby agrees to take the steps described in this Section 7(g)(ii) with respect to all new or acquired Intellectual Property to which it or any of its Subsidiaries is now or later becomes entitled that is necessary in or material to the conduct of such Grantor's business;

(iii) Grantors acknowledge and agree that Lender shall have no duties with respect to any Intellectual Property or Intellectual Property Licenses of any Grantor. Without limiting the generality of this Section 7(g)(iii), Grantors acknowledge and agree that Lender shall not be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Intellectual Property Licenses against any other Person, but Lender may do so at its option at any time, and all expenses incurred in connection therewith (including reasonable and documented fees and expenses of attorneys and other professionals) shall be for the sole account of Borrower and shall be chargeable to the Loan Account;

(iv) In the case of after acquired Patent, Trademark and Copyright such registrations or applications therefor, which were acquired by any Grantor, each such Grantor shall file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Intellectual Property. In each of the foregoing cases, the applicable Grantor shall promptly cause to be prepared, executed, and delivered to Lender supplemental schedules to the applicable Loan Documents to identify such Patent, Trademark and Copyright registrations and applications therefor (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and Intellectual Property Licenses as being subject to the security interests created thereunder;

(v) Each Grantor shall take reasonable steps to maintain the confidentiality of, and otherwise protect and enforce its rights in, the Intellectual Property that is necessary in or material to the conduct of such Grantor's business, including, as applicable (A) protecting the secrecy and confidentiality of its confidential information and trade secrets by having and enforcing a policy requiring all current employees, consultants, licensees, vendors and contractors with access to such information to execute appropriate confidentiality agreements, (B) taking actions reasonably necessary to ensure that no trade secret falls into the public domain, and (C) protecting the secrecy and confidentiality of the source code of all software programs and applications of which it is the owner or licensee by having and enforcing a policy requiring any licensees (or sublicensees) of such source code to enter into license agreements with commercially reasonable use and non-disclosure restrictions; and

(vi) No Grantor shall enter into any Intellectual Property License material to the conduct of the business to receive any license or rights in any Intellectual Property of any other Person unless such Grantor has used commercially reasonable efforts to permit the assignment of or grant of a security interest in such Intellectual Property License (and all rights of Grantor thereunder) to Lender (and any transferees of Lender).

(h) Investment Property.

(i) If any Grantor shall acquire, obtain, receive or become entitled to receive any Pledged Interests after the Closing Date, it shall promptly (and in any event within five Business Days (or such longer period as agreed to by Lender in writing in its sole discretion) of acquiring or obtaining such Collateral) deliver to Lender a duly executed Pledged Interests Addendum identifying such Pledged Interests;

(ii) Following the request of Lender, all sums of money and property paid or distributed in respect of the Investment Property that are received by any Grantor shall be held by the Grantors in trust for the benefit of Lender segregated from such Grantor's other property, and such Grantor shall deliver it forthwith to Lender in the exact form received; provided that prior to the payment in full of the Creditor Obligations (as such term is defined in the Intercreditor Agreement), such delivery shall be made to a Creditor in accordance with the Intercreditor Agreement and such Creditor agrees to hold such Collateral as bailee for the Lender;

(iii) Each Grantor shall promptly deliver to Lender a copy of each material notice or other material communication received by it in respect of any Pledged Interests;

(iv) No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests if the same is prohibited pursuant to the Credit Agreement;

(v) Each Grantor agrees that it will cooperate with Lender in obtaining all necessary approvals and making all necessary filings under federal, state, local, or foreign law to effect the perfection of the Security Interest on the Investment Property or to effect any sale or transfer thereof;

(vi) As to all limited liability company or partnership interests owned by such Grantor and issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby covenants that the Pledged Interests issued pursuant to such agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets and (B) are not and will not be held by such Grantor in a securities account; and

(vii) With regard to any Pledged Interests that are not certificated, any such Grantor of such non-certificated Pledged Interests (i) agrees promptly following the request of Lender to note on its books the security interests granted to Lender and confirmed under this Agreement, (ii) agrees that it will comply with instructions of Lender or its nominee with respect to the applicable Pledged Interests without further consent by the applicable Grantor, (iii) agrees to notify Lender upon obtaining knowledge of any interest in favor of any person in the applicable Pledged Interests that is materially adverse to the interest of Lender therein, other than any Permitted Liens and (iv) waives any right or requirement at any time hereafter to receive a copy of this Agreement in connection with the registration of any Pledged Interests hereunder in the name of Lender or its nominee or the exercise of voting rights by Lender or its nominee.

(i) Transfers and Other Liens. Grantors shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as not prohibited by the Credit Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral of any Grantor, except for Permitted Liens. The inclusion of Proceeds in the Collateral shall not be deemed to constitute Lender's consent to any sale or other disposition of any of the Collateral except as expressly permitted in this Agreement or the other Credit Agreement.

(j) [intentionally deleted].

(k) Name, Etc. No Grantor will change its name, chief executive office, organizational identification number, jurisdiction of organization or organizational identity, except upon at least ten days prior written notice to Lender of such change (or such other notice period as may be provided for in the Credit Agreement).

(l) Account Verification. Each Grantor will, and will cause each of its Subsidiaries to, permit Lender, in Lender's name or in the name or a nominee of Lender, to verify the validity, amount or any other matter relating to any Account, by mail, telephone, facsimile transmission or other electronic means of transmission or otherwise. Further, at the request of Lender, each Grantor will, and will cause each of its Subsidiaries to, send requests for verification of Accounts or send notices of assignment of Accounts to Account Debtors and other obligors.

(m) Pledged Notes. Grantors (i) without the prior written consent of Lender, will not (A) waive or release any material obligation of any Person that is obligated under any of the Pledged Notes, (B) take or omit to take any action or knowingly suffer or permit any action to be omitted or taken, the taking or omission of which would result in any right of offset against sums payable under the Pledged Notes, or (C) other than as permitted under the Credit Agreement, assign or surrender their rights and interests under any of the Pledged Notes or terminate or cancel the Pledged Notes.

(n) Keepwell. Each Qualified ECP Grantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from

time to time by each other Credit Party to guaranty and otherwise honor all Obligations in respect of Swap Obligations. The obligations of each Qualified ECP Grantor under this Section shall remain in full force and effect until payment in full of the Obligations. Each Qualified ECP Grantor intends that this Section 7(o) constitute, and this Section 7(o) shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Grantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

8. Relation to Other Security Documents. The provisions of this Agreement shall be read and construed with the other Loan Documents referred to below in the manner so indicated.

(a) Credit Agreement. In the event of any conflict between any provision in this Agreement and a provision in the Credit Agreement, such provision of the Credit Agreement shall control.

(b) Patent, Trademark, Copyright Security Agreements. The provisions of the Copyright Security Agreements, Trademark Security Agreements, and Patent Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in the Copyright Security Agreements, Trademark Security Agreements, or the Patent Security Agreements shall limit any of the rights or remedies of Lender hereunder. In the event of any conflict between any provision in this Agreement and a provision in a Copyright Security Agreement, Trademark Security Agreement or Patent Security Agreement, such provision of this Agreement shall control.

9. Further Assurances.

(a) Each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that Lender may reasonably request, in order to perfect and protect the Security Interest granted hereby, to create, perfect or protect the Security Interest purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(b) Each Grantor authorizes the filing by Lender of financing or continuation statements, or amendments thereto, and such Grantor will execute and deliver to Lender such other instruments or notices, as Lender may reasonably request, in order to perfect and preserve the Security Interest granted or purported to be granted hereby.

(c) Each Grantor authorizes Lender at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments (i) describing the Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. Each Grantor also hereby ratifies any and all financing statements or amendments previously filed by Lender in any jurisdiction.

(d) Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of Lender, subject to such Grantor's rights under Section 9-509(d)(2) of the Code.

10. Lender's Right to Perform Contracts, Exercise Rights, etc. At any time after acceleration of the Guarantied Obligations, Lender (or its designee) (a) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement and exercise any and all

rights of any Grantor therein contained as fully as such Grantor itself could, (b) shall have the right (subject to Section 17(b)) to use any Grantor's rights under Intellectual Property Licenses in connection with the enforcement of Lender's rights hereunder, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses, and (c) shall have the right to request that any Equity Interests that are pledged hereunder be registered in the name of Lender or any of its nominees.

11. Lender Appointed Attorney-in-Fact. Subject to the terms of the Intercreditor Agreement, each Grantor hereby irrevocably appoints Lender its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, any time after the Guarantied Obligations have been accelerated by Lender to take any action and to execute any instrument which Lender may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts or any other Collateral of such Grantor;

(b) to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of Lender;

(c) to receive, indorse, and collect any drafts or other instruments, documents, Negotiable Collateral or Chattel Paper;

(d) to file any claims or take any action or institute any proceedings which Lender may deem necessary or desirable for the collection of any of the Collateral of such Grantor or otherwise to enforce the rights of Lender with respect to any of the Collateral;

(e) to repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor;

(f) to use any Intellectual Property or Intellectual Property Licenses of such Grantor, including but not limited to any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, or advertising matter, in preparing for sale, advertising for sale, or selling Inventory or other Collateral and to collect any amounts due under Accounts, contracts or Negotiable Collateral of such Grantor; and

(g) Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Intellectual Property and Intellectual Property Licenses and, if Lender shall commence any such suit, the appropriate Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated.

12. Lender May Perform. If any Grantor fails to perform any agreement contained herein, Lender may itself perform, or cause performance of, such agreement, and the reasonable expenses of Lender incurred in connection therewith shall be payable, jointly and severally, by Grantors in accordance with the terms of the Credit Agreement.

13. Lender's Duties. The powers conferred on Lender hereunder are solely to protect Lender's interest in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, Lender shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its actual possession if such Collateral is accorded treatment substantially equal to that which Lender accords its own property.

14. Collection of Accounts, General Intangibles and Negotiable Collateral. After acceleration of the Guarantied Obligations by Lender, and subject to the terms of the Intercreditor Agreement, Lender or Lender's designee may (a) make direct verification from Account Debtors with respect to any or all Accounts that are part of the Collateral, (b) notify Account Debtors of any Grantor that the Accounts, General Intangibles, Chattel Paper or Negotiable Collateral of such Grantor have been assigned to Lender or that Lender has a security interest therein, or (c) collect the Accounts, General Intangibles and Negotiable Collateral of any Grantor directly, and any collection costs and expenses shall constitute part of such Grantor's Secured Obligations under the Loan Documents.

15. Disposition of Pledged Interests by Lender. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal or state securities laws of the United States and disposition thereof may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, Lender may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if the Pledged Interests were registered and qualified pursuant to federal and state securities laws and sold on the open market. Each Grantor, therefore, agrees that: (a) if Lender shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, Lender shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best manner in which to offer the Pledged Interest or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof, and (b) such reliance shall be conclusive evidence that Lender has handled the disposition in a commercially reasonable manner.

16. Voting and Other Rights in Respect of Pledged Interests.

(a) At any time after the acceleration of the Guarantied Obligations by Lender, and subject to the terms of the Intercreditor Agreement, (i) Lender may, at its option, and with two Business Days prior notice to any Grantor, and in addition to all rights and remedies available to Lender under any other agreement, at law, in equity, or otherwise, exercise all voting rights, or any other ownership or consensual rights (including any dividend or distribution rights) in respect of the Pledged Interests owned by such Grantor, but under no circumstances is Lender obligated by the terms of this Agreement to exercise such rights, and (ii) if Lender duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints Lender, such Grantor's true and lawful attorney-in-fact and IRREVOCABLE PROXY to vote such Pledged Interests in any manner Lender deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable.

(b) For so long as any Grantor shall have the right to vote the Pledged Interests owned by it, such Grantor covenants and agrees that it will not vote or take any consensual action with respect to such Pledged Interests which would be in violation of the Credit Agreement.

17. Remedies. at any time after the acceleration of the Guarantied Obligations by Lender, and subject to the terms of the Intercreditor Agreement:

(a) Lender may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the Code or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, Lender without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), may take immediate possession of all or any portion of the Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of Lender forthwith, assemble all or part of the Collateral as directed by Lender and make it available to Lender at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Lender's offices or elsewhere, for cash, on credit, and upon such other terms as Lender may deem commercially reasonable. Each Grantor agrees that, to the extent notification of sale shall be required by law, at least ten days notification by mail to the applicable Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notification shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the Code. Lender shall not be obligated to make any sale of Collateral regardless of notification of sale having been given. Lender may adjourn any public sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that (A) the internet shall constitute a "place" for purposes of Section 9-610(b) of the Code, and (B) to the extent notification of sale shall be required by law, notification by mail of the URL where a sale will occur and the time when a sale will commence at least ten days prior to the sale shall constitute a reasonable notification for purposes of Section 9-611(b) of the Code. Each Grantor agrees that any sale of Collateral to a licensor pursuant to the terms of a license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of Section 9-610 of the Code.

(b) Lender is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor's Intellectual Property, including but not limited to, any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, and advertising matter, whether owned by any Grantor or with respect to which any Grantor has rights under license, sublicense, or other agreements (including any Intellectual Property License) as it pertains to the Collateral, in preparing for sale, advertising for sale and selling any Collateral, and each Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of Lender.

(c) Lender may, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it under applicable law and without the requirement of notice to or upon any Grantor or any other Person (which notice is hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), (i) with respect to any Grantor's Deposit Accounts in which Lender's Liens are perfected by control under Section 9-104 of the Code, instruct the bank maintaining such Deposit Account for the applicable Grantor to pay the balance of such Deposit Account to or for the benefit of Lender, and (ii) with respect to any Grantor's Securities Accounts

in which Lender's Liens are perfected by control under Section 9-106 of the Code, instruct the securities intermediary maintaining such Securities Account for the applicable Grantor to (A) transfer any cash in such Securities Account to or for the benefit of Lender, or (B) liquidate any financial assets in such Securities Account that are customarily sold on a recognized market and transfer the cash proceeds thereof to or for the benefit of Lender.

(d) Any cash held by Lender as Collateral and all cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied against the Secured Obligations in the order set forth in the Credit Agreement. In the event the proceeds of Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(e) Each Grantor hereby acknowledges that the Secured Obligations arise out of a commercial transaction, and agrees that upon acceleration of the Guarantied Obligations Lender shall have the right to an immediate writ of possession without notice of a hearing. Lender shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by Lender.

18. Remedies Cumulative. Each right, power, and remedy of Lender as provided for in this Agreement or the other Loan Documents now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement and the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lender of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Lender of any or all such other rights, powers, or remedies.

19. Marshaling. Lender shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Lender's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

20. Indemnity. Each Grantor agrees to indemnify Lender from and against all claims, lawsuits and liabilities (including reasonable and documented legal fees) arising out of or resulting from this Agreement (including enforcement of this Agreement) or any other Credit Document to which such Grantor is a party, except for the gross negligence or willful misconduct of the Lender. This provision shall survive the termination of this Agreement and the Credit Agreement and the repayment of the Secured Obligations.

21. Merger, Amendments; Etc. THIS AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Agreement, and no consent to any departure by any

Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Lender and each Grantor to which such amendment applies.

22. Addresses for Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to Lender at its address specified in the Credit Agreement, and to any of the Grantors at the notice address specified for Borrower in the Credit Agreement, or as to any party, at such other address as shall be designated by such party in a written notice to the other party.

23. Continuing Security Interest: Assignments under Credit Agreement.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Secured Obligations have been paid in full in accordance with the provisions of the Credit Agreement and the Credit Facility has expired or has been terminated, (ii) be binding upon each Grantor, and their respective successors and assigns, and (iii) inure to the benefit of, and be enforceable by, Lender and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), Lender may, in accordance with the provisions of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Credit Facility, the Guaranty made and the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto. At such time, upon Borrower's request, Lender will authorize the filing of appropriate termination statements to terminate such Security Interest. No transfer or renewal, extension, assignment, or termination of this Agreement or of the Credit Agreement, any other Credit Document, or any other instrument or document executed and delivered by any Grantor to Lender nor any additional Loans or other loans made by Lender to Borrower, nor the taking of further security, nor the retaking or re-delivery of the Collateral to Grantors, or any of them, by Lender, nor any other act of Lender, shall release any Grantor from any obligation, except a release or discharge executed in writing by Lender in accordance with the provisions of the Credit Agreement. Lender shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Lender and then only to the extent therein set forth. A waiver by Lender of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which Lender would otherwise have had on any other occasion.

(b) If Lender repays, refunds, restores, or returns in whole or in part, any payment or property (including any proceeds of Collateral) previously paid or transferred to Lender in full or partial satisfaction of any Secured Obligation or on account of any other obligation of any Credit Party under any Credit Document, because the payment, transfer, or the incurrence of the obligation so satisfied is asserted or declared to be void, voidable, or otherwise recoverable under any law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent transfers, preferences, or other voidable or recoverable obligations or transfers (each, a "Voidable Transfer"), or because Lender elects to do so on the reasonable advice of its counsel in connection with a claim that the payment, transfer, or incurrence is or may be a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that Lender elects to repay, restore, or return (including pursuant to a settlement of any claim in respect thereof), and as to all reasonable and documented costs, expenses and legal fees of Lender related thereto, (i) the liability of the Credit Parties with respect to the amount or property paid, refunded,

restored, or returned will automatically and immediately be revived, reinstated, and restored and will exist, and (ii) Lender's Liens securing such liability shall be effective, revived, and remain in full force and effect, in each case, as fully as if such Voidable Transfer had never been made. If, prior to any of the foregoing, (A) Lender's Liens shall have been released or terminated, or (B) any provision of this Agreement shall have been terminated or cancelled, Lender's Liens, or such provision of this Agreement, shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligation of any Credit Party in respect of such liability or any Collateral securing such liability.

24. Survival. All representations and warranties made by the Grantors in this Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Lender may have had notice or knowledge of any default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid and so long as the Credit Facility has not expired or terminated.

25. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND LENDER WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 25(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH GRANTOR AND LENDER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF

LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY ANY GRANTOR AGAINST LENDER, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HEREWITH, AND EACH GRANTOR HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

26. New Subsidiaries. To the extent any Subsidiary becomes a guarantor under any Creditor Document (as defined in the Intercreditor Agreement), such Subsidiary shall enter into this Agreement by executing and delivering in favor of Lender a Joinder to this Agreement in substantially the form of Annex 1. Upon the execution and delivery of Annex 1 by any such new Subsidiary, such Subsidiary shall become a Guarantor and/or Grantor hereunder with the same force and effect as if originally named as a Guarantor and/or Grantor herein. The execution and delivery of any instrument adding an additional Guarantor or Grantor as a party to this Agreement shall not require the consent of any Guarantor or Grantor hereunder. The rights and obligations of each Guarantor and Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor or Grantor hereunder.

25. Intercreditor Agreement. This Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern. Notwithstanding anything herein to the contrary, the Lien and security interest granted to Lender pursuant to this Agreement and the exercise of any right or remedy in respect of the Collateral by Lender hereunder are subject to the provisions of the Intercreditor Agreement. Prior to the payment in full of the Creditor Obligations (as such term is defined in the Intercreditor Agreement), (i) the delivery or granting of possession or "control" (as defined in the UCC) to the extent only one Person can be granted possession or "control" therein under applicable law of any Collateral to a Creditor in accordance with the Intercreditor Agreement and such Creditor agrees to hold such Collateral as bailee for the Lender shall satisfy any such delivery or granting of possession or "control" requirement hereunder or under any other Credit Document to the extent that such delivery or granting of possession or "control" is consistent with the terms of the Intercreditor Agreement and (ii) the possession of any Collateral by a Creditor in accordance with the Intercreditor Agreement and agreement of such Creditor to hold such Collateral as bailee for the Lender pursuant to the terms of the Intercreditor Agreement shall satisfy any such

possession requirement hereunder with respect to any Collateral consistent with the terms of the Intercreditor Agreement.

27. Miscellaneous.

(a) This Agreement is a Credit Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Credit Document *mutatis mutandis*.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(c) Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

(d) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against Lender or any Grantor, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

(e) If for the purpose of enforcing judgment in any court or for any other purpose hereunder or in connection herewith, it is necessary to convert a sum due hereunder in any currency into another currency, such conversion should be carried out to the extent and in the manner provided in the Credit Agreement.

[Signature pages follow]

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IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

"**Grantors**"

GOOD NATURED PRODUCTS (US) INC., a Delaware corporation

By: Signed by: Paul Antoniadis
Name: Paul Antoniadis
Title: CEO

GOOD NATURED PRODUCTS (ILLINOIS), LLC, an Illinois limited liability company

By: Signed by: Paul Antoniadis
Name: Paul Antoniadis
Title: CEO

GOOD NATURED PRODUCTS REAL ESTATE U.S., LLC, an Illinois limited liability company

By: Signed by: Paul Antoniadis
Name: Paul Antoniadis
Title: CEO

GOOD NATURED PRODUCTS (TEXAS) LLC, a Texas limited liability company

By: Signed by: Paul Antoniadis
Name: Paul Antoniadis
Title: CEO

GOOD NATURED PRODUCTS PACKAGING US LLC, a Delaware limited liability company

By: Signed by: Paul Antoniadis
Name: Paul Antoniadis
Title: CEO

GOOD NATURED PRODUCTS DIRECT LLC, a Delaware limited liability company

By: Signed by: Paul Antoniadis
Name: Paul Antoniadis
Title: CEO

"**Lender**"

ROYAL BANK OF CANADA

By: Cameron Bailey
Name: Senior Director - SLAS
Its Authorized Signatory

SCHEDULE 1

COMMERCIAL TORT CLAIMS

None.

SCHEDULE 2

COPYRIGHTS

None.

SCHEDULE 3

INTELLECTUAL PROPERTY LICENSES

None.

SCHEDULE 4

PATENTS

Credit Party	Intellectual Property	Jurisdiction	Registration No.	Application No.
good natured Products (Texas) LLC	THERMO-FORMED PLASTIC BASKET	United States	D746591	29/464145

SCHEDULE 5

PLEDGED COMPANIES

Credit Party	Entity Type	Authorized Capital	Shareholder(s)	Class of Equity Interest	Number of Equity Interest
good natured Products (US) Inc.	Corporation	1,000 shares of common stock	good natured Products (CAD) Inc.	Common Stock	1,000
good natured Products (Illinois), LLC	Limited Liability Company	N/A	good natured Products (US) Inc.	Membership Interests	N/A
good natured Products Real Estate U.S., LLC	Limited Liability Company	N/A	good natured Products (US) Inc.	Membership Interests	N/A
good natured Products (Texas) LLC	Limited Liability Company	N/A	good natured Products (US) Inc.	Membership Interests	N/A
good natured Products Direct LLC	Limited Liability Company	N/A	good natured Products (US) Inc.	Membership Interests	N/A
good natured Products Packaging US LLC	Limited Liability Company	N/A	good natured Products (US) Inc.	Membership Interests	N/A

SCHEDULE 6

TRADEMARKS

None.

SCHEDULE 7

NAME; CHIEF EXECUTIVE OFFICE; TAX IDENTIFICATION NUMBERS AND ORGANIZATIONAL NUMBERS

Name	Jurisdiction and Organizational Identification Number and Tax Identification Number	Chief Executive Office
good natured Products (US) Inc.	Delaware Org ID: 5272339 Tax ID: 33-1227740	5 Abacus Road Brampton, Ontario L6T 5B7
good natured Products (Illinois), LLC	Illinois Org ID: 08740887 Tax ID: 86-3441986	11413 N. Burlington Road Richmond, Illinois 60071
good natured Products Real Estate U.S., LLC	Illinois Org ID: 08740852 Tax ID: 86-3464590	11413 N. Burlington Road Richmond, Illinois 60071
good natured Products (Texas) LLC	Texas Org ID: 804526987 Tax ID: 88-1926465	6817 Wynnwood Lane, Houston, Texas 77008
good natured Products Direct LLC	Delaware Org ID: 7275091 Tax ID: 92-2260622	11413 N. Burlington Road Richmond, Illinois 60071
good natured Products Packaging US LLC	Delaware Org ID: 7275090 Tax ID: 92-2282342	11413 N. Burlington Road Richmond, Illinois 60071

SCHEDULE 8

OWNED REAL PROPERTY

1. 11413 N. Burlington Road, Richmond, Illinois 60071

SCHEDULE 9

DEPOSIT ACCOUNTS AND SECURITIES ACCOUNTS

Company	Bank	Account Number	Account Type	Currency
good natured Products (US) Inc.	HSBC US	969000162	Checking	USD
good natured Products (US) Inc.	HSBC US	969000600	Checking	USD
good natured Products (Illinois), LLC	HSBC US	120026589	Checking	USD
good natured Products (Texas) LLC	HSBC US	120028395	Checking	USD
good natured Products (Texas) LLC	HSBC US	120028841	Checking	USD

SCHEDULE 10

LIST OF UNIFORM COMMERCIAL CODE FILING JURISDICTIONS

Grantor	Jurisdictions
good natured Products (US) Inc.	Delaware
good natured Products (Illinois), LLC	Illinois
good natured Products Real Estate U.S., LLC	Illinois
good natured Products (Texas) LLC	Texas
good natured Products Direct LLC	Delaware
good natured Products Packaging US LLC	Delaware

ANNEX 1 TO GUARANTY AND SECURITY AGREEMENT
FORM OF JOINDER

Joinder No. ____ (this "Joinder"), dated as of _____ 20___, to the U.S. Guaranty and Security Agreement, dated as of November 15, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, "Grantors" and each, individually, a "Grantor") and **ROYAL BANK OF CANADA**, as lender (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain facility letter dated October 3, 2023 (as amended by a first amending agreement dated as of the date hereof and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among GOOD NATURED PRODUCTS INC., a British Columbia corporation, as borrower ("Borrower"), certain Subsidiaries of Borrower party thereto and each entity that may from time to time become party thereto as a guarantor, as Guarantors, and Lender (as successor by amalgamation between HSBC Bank Canada and Royal Bank of Canada on or about March 29, 2024), Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Joinder shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*; and

WHEREAS, Grantors have entered into the Guaranty and Security Agreement in order to induce Lender to make certain financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents; and

WHEREAS, pursuant Section 26 of the Guaranty and Security Agreement, certain Subsidiaries of the Credit Parties, must execute and deliver certain Loan Documents, including the Guaranty and Security Agreement, and the joinder to the Guaranty and Security Agreement by the undersigned new Grantor or Grantors (collectively, the "New Grantors") may be accomplished by the execution of this Joinder in favor of Lender; and

WHEREAS, each New Grantor (a) is [an Affiliate] [a Subsidiary] of Borrower and, as such, will benefit by virtue of the financial accommodations extended to Borrower by Lender, and (b) by becoming a Grantor will benefit from certain rights granted to the Grantors pursuant to the terms of the Loan Documents.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor hereby agrees as follows:

1. In accordance with Section 26 of the Guaranty and Security Agreement, each New Grantor, by its signature below, becomes a "Grantor" and "Guarantor" under the Guaranty and Security Agreement with the same force and effect as if originally named therein as a "Grantor" and "Guarantor" and each New Grantor hereby (a) agrees to all of the terms and provisions of the Guaranty and Security Agreement applicable to it as a "Grantor" or "Guarantor" thereunder, and (b) represents and warrants that the representations and warranties made by it as a "Grantor" or "Guarantor" thereunder are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or

modified by materiality in the text thereof) on and as of the date hereof. In furtherance of the foregoing, each New Grantor hereby (i) jointly and severally unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guarantied Obligations, and (ii) unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest in and to all of such New Grantor's right, title and interest in and to the Collateral (as defined in Section 3 of the Guaranty and Security Agreement). Each reference to a "Grantor" or "Guarantor" in the Guaranty and Security Agreement shall be deemed to include each New Grantor. The Guaranty and Security Agreement is incorporated herein by reference.

2. Schedule 1, "Commercial Tort Claims", Schedule 2, "Copyrights", Schedule 3, "Intellectual Property Licenses", Schedule 4, "Patents", Schedule 5, "Pledged Companies", Schedule 6, "Trademarks", Schedule 7, Name; Chief Executive Office; Tax Identification Numbers and Organizational Numbers, Schedule 8, "Owned Real Property", Schedule 9, "Deposit Accounts and Securities Accounts" and Schedule 10, "List of Uniform Commercial Code Filing Jurisdictions", attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7, Schedule 8, Schedule 9 and Schedule 10 respectively, to the Guaranty and Security Agreement and shall be deemed a part thereof for all purposes of the Guaranty and Security Agreement.

3. Each New Grantor authorizes Lender at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments thereto (a) describing the Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (b) describing the Collateral as being of equal or lesser scope or with greater detail, or (c) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. Each New Grantor also hereby ratifies any and all financing statements or amendments previously filed by Lender in any jurisdiction in connection with the Loan Documents.

4. Each New Grantor represents and warrants to Lender that this Joinder has been duly executed and delivered by such New Grantor and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. This Joinder is a Loan Document. This Joinder may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Joinder. Delivery of an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Joinder. Any party delivering an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Joinder but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Joinder.

6. The Guaranty and Security Agreement, as supplemented hereby, shall remain in full force and effect.

7. THIS JOINDER SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Guaranty and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTORS:

[NAME OF NEW GRANTOR]

By: _____
Name: _____
Title: _____

[NAME OF NEW GRANTOR]

By: _____
Name: _____
Title: _____

LENDER:

ROYAL BANK OF CANADA

By: _____
Name: _____
Its Authorized Signatory

EXHIBIT A

COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT (this "Copyright Security Agreement") is made this ___ day of _____, 20__, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ROYAL BANK OF CANADA**, as lender (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain facility letter dated October 3, 2023 (as amended by a first amending agreement dated as of the date hereof and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among GOOD NATURED PRODUCTS INC., a British Columbia corporation, as borrower ("Borrower"), certain Subsidiaries of Borrower party thereto as Guarantors, and Lender (as successor by amalgamation between HSBC Bank Canada and Royal Bank of Canada on or about March 29, 2024), Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain U.S. Guaranty and Security Agreement, dated as of November 15, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender this Copyright Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Copyright Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis.*

2. GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Copyright Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Copyright Collateral"):

(a) all of such Grantor's Copyrights and Copyright Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all renewals or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Copyright Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Lender prior written notice of no less than five Business Days before filing any additional application for registration of any copyright and prompt notice in writing of any additional copyright registrations granted therefor after the date hereof. Without limiting Grantors' obligations under this Section, Grantors hereby authorize lender unilaterally to modify this Copyright Security Agreement by amending Schedule I to include any future United States registered copyrights or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Copyright Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Copyright Security Agreement is a Credit Document. This Copyright Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Copyright Security Agreement. Delivery of an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Copyright Security Agreement. Any party delivering an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Copyright Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Copyright Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS COPYRIGHT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. INTERCREDITOR AGREEMENT. This Copyright Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Copyright Security Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Copyright Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA

By: _____
Name: _____
Its Authorized Signatory

SCHEDULE I
TO
COPYRIGHT SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

Grantor	Country	Copyright	Registration No.	Registration Date

Copyright Licenses

EXHIBIT B

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this ___ day of _____, 20__, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ROYAL BANK OF CANADA**, as lender (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain facility letter dated October 3, 2023 (as amended by a first amending agreement dated as of the date hereof and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among GOOD NATURED PRODUCTS INC., a British Columbia corporation, as borrower ("Borrower"), certain Subsidiaries of Borrower party thereto as Guarantors, and Lender (as successor by amalgamation between HSBC Bank Canada and Royal Bank of Canada on or about March 29, 2024), Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Lender that certain U.S. Guaranty and Security Agreement, dated as of November 15, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis.*

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Credit Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. INTERCREDITOR AGREEMENT. This Patent Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA

By: _____
Name: _____
Its Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date

Patent Licenses

EXHIBIT C

PLEDGED INTERESTS ADDENDUM

This Pledged Interests Addendum, dated as of _____ __, 20___ (this "Pledged Interests Addendum"), is delivered pursuant to Section 7 of the U.S. Guaranty and Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Guaranty and Security Agreement, dated as of November 15, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"), made by the undersigned, together with the other Grantors named therein, to **ROYAL BANK OF CANADA**, as Lender. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Pledged Interests Addendum shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. The undersigned hereby agrees that the additional interests listed on Schedule I shall be and become part of the Pledged Interests pledged by the undersigned to Lender in the Guaranty and Security Agreement and any pledged company set forth on Schedule I shall be and become a "Pledged Company" under the Guaranty and Security Agreement, each with the same force and effect as if originally named therein.

This Pledged interests Addendum is a Credit Document. Delivery of an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Pledged Interests Addendum. If the undersigned delivers an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission, the undersigned shall also deliver an original executed counterpart of this Pledged Interests Addendum but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Pledged Interests Addendum.

The undersigned hereby certifies that the representations and warranties set forth in Section 6 of the Guaranty and Security Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

THIS PLEDGED INTERESTS ADDENDUM SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Pledged Interests Addendum to be executed and delivered as of the day and year first above written.

[_____]

By: _____
Name:
Title:

SCHEDULE I
TO
PLEDGED INTERESTS ADDENDUM

Pledged Interests

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Certificate Nos.

EXHIBIT D

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this ___ day of _____, 20__, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ROYAL BANK OF CANADA**, as lender (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain facility letter dated October 3, 2023 (as amended by a first amending agreement dated as of the date hereof and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among GOOD NATURED PRODUCTS INC., a British Columbia corporation, as borrower ("Borrower"), certain Subsidiaries of Borrower party thereto as Guarantors, and Lender (as successor by amalgamation between HSBC Bank Canada and Royal Bank of Canada on or about March 29, 2024), Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain U.S. Guaranty and Security Agreement, dated as of November 15, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis.*

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. INTERCREDITOR AGREEMENT. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA

By: _____
Name: _____
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

Appendix S

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

PROPERTY DESCRIPTION: LT 9 PL 1407 NORTH DUMFRIES; PT LT 31 CON 11 NORTH DUMFRIES, PT RDAL BTN LT 30 & 31 CON 11 NORTH DUMFRIES CLOSED BY BYLAW WS607557, PTS 14 & 15 67R1392; S/T WS607559, WS607564; NORTH DUMFRIES

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 03848-0277

PIN CREATION DATE:
2003/09/15

OWNERS' NAMES
1306187 B.C. LTD.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/09/12 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 2003/09/15 **						
67R1392	1978/10/26	PLAN REFERENCE				C
WS579341	1978/11/15	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NORTH DUMFRIES	C
WS607559	1982/03/01	TRANSFER EASEMENT			BELL CANADA	C
WS607564	1982/03/01	TRANSFER EASEMENT			HYDRO ELECTRIC COMMISSION OF CAMBRIDGE AND NORTH DUMFRIES	C
WS613370	1982/11/18	AGREEMENT				C
REMARKS: WS579341						
1568790	2002/12/31	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** BEND ALL AUTOMOTIVE INCORPORATED	1543516 ONTARIO INC.	
WR403655	2008/08/13	TRANSFER		*** COMPLETELY DELETED *** 1543516 ONTARIO INC.	FITZPATRICK INVESTMENTS INC.	
WR1133096	2018/08/21	LR'S ORDER		LAND REGISTRAR, WATERLOO LAND REGISTRY OFFICE		C
REMARKS: AMENDS DESCRIPTION						

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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR1133548	2018/08/23	TRANSFER		*** COMPLETELY DELETED *** FITZPATRICK INVESTMENTS INC.	TAMRON HOLDINGS LTD.	
	REMARKS: PLANNING ACT STATEMENTS.					
WR1470525	2022/10/03	TRANSFER	$9,400,000	TAMRON HOLDINGS LTD.	1306187 B.C. LTD.	C
	REMARKS: PLANNING ACT STATEMENTS.					
WR1470526	2022/10/03	CHARGE	$8,000,000	1306187 B.C. LTD.	HSBC BANK CANADA	C
WR1470527	2022/10/03	NO ASSGN RENT GEN		1306187 B.C. LTD.	HSBC BANK CANADA	C
	REMARKS: WR1470526					
WR1470528	2022/10/03	NOTICE OF LEASE		1306187 B.C. LTD.	IPF HOLDINGS INC.	C
WR1470529	2022/10/03	NO ASSGN RENT SPEC		1306187 B.C. LTD.	HSBC BANK CANADA	C
	REMARKS: WR1470528. ASSIGNS WR1470528					
WR1590089	2024/08/19	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SPARK POWER LOW VOLTAGE SERVICES INC.		
WR1602426	2024/10/29	CERTIFICATE		*** COMPLETELY DELETED *** SPARK POWER LOW VOLTAGE SERVICES INC.	1306187 B.C. LTD.	
	REMARKS: LIEN WR1590089 DELETED BY C. WATSON 2024/11/19 PER WR1605010					
WR1605010	2024/11/12	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPARK POWER LOW VOLTAGE SERVICES INC.		
	REMARKS: WR1590089. WR1602426					
WR1605814	2024/11/15	CHARGE	$7,000,000	1306187 B.C. LTD.	HUK 147 LIMITED	C
WR1605815	2024/11/15	NO ASSGN RENT GEN		1306187 B.C. LTD.	HUK 147 LIMITED	C
	REMARKS: WR1605814					
WR1613144	2024/12/30	APL CH NAME INST		HSBC BANK CANADA	ROYAL BANK OF CANADA	C
	REMARKS: WR1470526,WR1470527,WR1470529					
WR1613387	2024/12/31	NOTICE	$2	1306187 B.C. LTD.	ROYAL BANK OF CANADA	C
	REMARKS: WR1470526					
WR1613388	2024/12/31	APL CH NAME INST		IPF HOLDINGS INC.	GOOD NATURED PRODUCTS (CAD) INC.	C
	REMARKS: WR1470528.					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR1613392	2024/12/31	POSTPONEMENT		HUK 147 LIMITED	ROYAL BANK OF CANADA	C
	REMARKS: WR1605814 TO WR1613387					
WR1613393	2024/12/31	POSTPONEMENT		HUK 147 LIMITED	ROYAL BANK OF CANADA	C
	REMARKS: WR1605815 TO WR1613387					
WR1615961	2025/01/16	CHARGE	$13,287,739	1306187 B.C. LTD.	THE TORONTO-DOMINION BANK	C
WR1615962	2025/01/16	NO ASSGN RENT GEN		1306187 B.C. LTD.	THE TORONTO-DOMINION BANK	C
	REMARKS: WR1615961					
WR1622780	2025/03/05	CHARGE	$3,750,000	1306187 B.C. LTD.	EXPORT DEVELOPMENT CANADA	C
WR1622781	2025/03/05	POSTPONEMENT		GOOD NATURED PRODUCTS (CAD) INC.	EXPORT DEVELOPMENT CANADA	C
	REMARKS: WR1470528 TO WR1622780					

Appendix T

EXECUTION

FORBEARANCE AGREEMENT

THIS AGREEMENT dated as of October 28, 2024, is made

AMONG:

> **1306187 B.C. LTD.**, a corporation under the laws of the Province of British Columbia, having an address at 814 - 470 Granville Street, Vancouver, British Columbia
>
> ("**130**")

AND:

> **GOOD NATURED PRODUCTS INC.,** a corporation under the laws of the Province of British Columbia, having an address at 814 - 470 Granville Street, Vancouver, British Columbia
>
> ("**GDNP Pubco**")

AND:

> **GOOD NATURED PRODUCTS (CAD) INC.,** corporation under the laws of the Province of Ontario, having an address at 814 - 470 Granville Street, Vancouver, British Columbia
>
> ("**GDNP CAD**")

AND:

> **GOOD NATURED PRODUCTS PACKAGING CANADA LP,** a limited partnership formed under the laws of Ontario, , by its general partner**, GOOD NATURED PRODUCTS PACKAGING CANADA GP INC.,** a corporation formed under the laws of Ontario having an address at 110 Yonge Street, Suite 1601, Toronto Ontario
>
> (together, "**GDNP Packaging LP**")

AND:

> **GOOD NATURED PRODUCTS PACKAGING BRAMPTON LP,** a limited partnership formed under the laws of Ontario, , by its general partner**, GOOD NATURED PRODUCTS PACKAGING BRAMPTON GP INC.,** a corporation formed under the laws of Ontario having an address at 110 Yonge Street, Suite 1601, Toronto Ontario
>
> (together, "**GDNP Packaging Brampton LP**")

AND:

> **GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP**, a limited partnership formed under the laws of Ontario, by its general partners: **GOOD**

NATURED PRODUCTS INDUSTRIAL CANADA GP INC., a corporation formed under the laws of Ontario, having an address at 814 - 470 Granville Street, Vancouver, British Columbia; and **GDNP CAD**;

(together, "**GDNP Industrial LP**")

AND:

GOOD NATURED REAL ESTATE HOLDINGS (ONTARIO) INC., a corporation formed under the laws of Ontario having an address at 110 Yonge Street, Suite 1601, Toronto Ontario

("**GDNP Real Estate**" and together with 130, GDNP Pubco, GDNP CAD, GDNP Packaging Brampton LP, GDNP Packaging LP, GDNP Industrial LP, the "**Loan Parties**")

AND:

HUK 147 LIMITED, a private company formed under the laws of England and Wales ("**HUK 147**")

AND:

ROYAL BANK OF CANADA, having an address at 885 West Georgia Street, Vancouver, British Columbia

(the "**Lender**")

WHEREAS:

A. 130, as borrower, Good Natured Products (CAD) Inc., IPF Holdings Inc., and Integrated Packaging Films Limited Partnership by its general partner Integrated Packaging Films GP Inc., each predecessors by amalgamation of GDNP CAD, and GDNP Pubco, as guarantors, and the Lender, as lender, are parties to a facility agreement dated September 20, 2022 (as amended, supplemented, restated, modified or replaced from time to time, the "**130 Credit Agreement**") pursuant to which the Lender provided to 130 certain credit facilities (the "**130 Credit Facilities**") and 130 granted a mortgage and assignment of rents (collectively, and as amended, supplemented, restated, modified or replaced from time to time, the "**130 Mortgage**") and related security to HSBC Bank Canada ("**HSBC**", which subsequently amalgamated with the Lender) in connection with the real property known municipally as 15 Waydom Drive, North Dumfries, Ontario (the "**Ayr Property**");

B. Pursuant to a guarantee, undated (as amended, supplemented, restated, modified or replaced from time to time, the "**130 Guarantee**"), each of Good Natured Products (CAD) Inc., IPF Holdings Inc., and Integrated Packaging Films Limited Partnership by its general partner Integrated Packaging Films GP Inc., each predecessors by amalgamation of GDNP CAD, and GDNP Pubco, have guaranteed all debts, liabilities and obligations of 130 to the Lender;

C. Pursuant to general security agreement dated October 3, 2022 granted by 130 to HSBC (which subsequently amalgamated with the Lender), 130 granted to HSBC a security interest in all of its present and after acquired personal property;

D. On or about April 1, 2023, IPF Holdings Inc., Good Natured Products (CAD) Inc., Shepherd Thermoforming & Packaging Inc., Integrated Packaging Films GP Inc. and Mechar Amco Inc. amalgamated in Ontario under the name Good Natured Products (CAD) Inc.;

E. IPF Holdings Inc., predecessor by amalgamation to GDNP CAD, was party to and lessee under a master equipment lease dated January 14, 2022 (as amended, supplemented, restated, modified or replaced from time to time, the "**Equipment Lease**") with HSBC as lessor, which Equipment Lease was assigned and assumed by GDNP Industrial LP on or about August 28, 2023;

F. Pursuant to a guarantee (as amended, supplemented, restated, modified or replaced from time to time, the "**GDNP Guarantee**" and together with the 130 Guarantee, the "**Guarantees**") Good Natured Products (CAD) Inc. and Integrated Packaging Films Limited Partnership by its general partner Integrated Packaging Films GP Inc., both predecessors by amalgamation of GDNP CAD, GDNP PubCo, and 130, guaranteed all debts, liabilities and obligations of IPF Holdings Inc.;

G. The Equipment Lease is secured against all equipment supplied under the Equipment Lease.

H. GDNP Pubco, as borrower, and HSBC are parties to an amended facility letter dated October 3, 2023 (as amended, supplemented, restated, modified or replaced from time to time, the "**LC Facility Letter**"), pursuant to which HSBC may issue letters of credit to support the operations of GDNP Pubco;

I. GDNP Pubco, as borrower and HSBC are parties to a Commercial Mastercard Agreement dated August 30, 2021; Good Natured Products (CAD) Inc. and HSBC are parties to an affiliate participation agreement dated August 2021; IPF Holdings Inc. and HSBC are parties to an affiliate participation agreement dated August 2021; and Shepherd Thermoforming & Packaging Inc. and HSBC are parties to an affiliate participation agreement dated August 2021 (collectively, and as amended, supplemented, restated, modified or replaced from time to time, the "**Credit Card Agreement**" and together with the 130 Credit Agreement, the Equipment Lease, and the LC Facility Letter, the "**Credit Agreements**");

J. The Credit Card Agreement is secured by a security over cash, credit balances and collateral instrument dated March 21, 2022 (as amended, supplemented, restated, modified or replaced from time to time, the "**SOC Agreement**") granted by GDNP Pubco in favour of HSBC, charging account 270-634584-324, which was substituted for account 00990244624 001 in the name of GDNP Pubco;

K. The Loan Parties are currently in default under the Credit Agreements (collectively, the "**Existing Defaults**") by:

a. failure to make required payments of principal and interest when due pursuant to the terms of the Credit Agreements;

b. failure to deliver fiscal year 2023 financial statements as required pursuant to the 130 Credit Agreement;

c. consequently failure to comply with the Debt Service Coverage Ratio and the Debt to TNW (each as defined in the 130 Credit Agreement) ratio for the fiscal year 2023;

d. defaulting under other agreements to which the Loan Parties are parties, including without limitation Wells Fargo Capital Finance Corporation Canada, Export Development Canada and The Toronto-Dominion Bank; and

e. becoming insolvent and entering CCAA proceedings pursuant to the order of the Supreme Court of British Columbia dated June 28, 2024.

L. The Existing Defaults constitute events of default for the purposes of the Credit Agreements, and as a result of the Existing Defaults the Lender is entitled to demand immediate repayment in full of the amounts outstanding under the Credit Agreements and all other indebtedness and obligations outstanding under the Credit Agreements, and to enforce all security and guarantees, including the Guarantees (collectively, and as amended, supplemented, restated, modified or replaced from time to time, the "**Security**", and together with the 130 Credit Agreement, the Equipment Lease, the LC Facility Letter, the Credit Card Agreement, the Guarantees, the "**Credit Documents**") held by the Lender as security therefor, or guarantees thereof, including without limitation the documents listed in Schedule "A" hereto; and

M. Pursuant to an order of the Supreme Court of British Columbia issued June 28, 2024, and further amended on July 8, 2024 and July 11, 2024, the Loan Parties, among others were granted creditor protection under the *Companies' Creditors Arrangement Act,* R.S.C., 1985, c. C-36, as amended (the "**CCAA**") and Alvarez and Marsal Canada Inc., was appointed as monitor of the Loan Parties and others;

N. In connection with the CCAA proceedings (the "**CCAA Proceedings**"), the Loan Parties and others conducted a sale and investment solicitation process and HUK 149 submitted an offer to purchase all of the equity and assets of the Loan Parties and others (the "**Transaction**") pursuant to the terms of a subscription agreement dated October 23, 2024 (as amended from time to time, the "**Subscription Agreement**") between GDNP Pubco and HUK 149 Limited and setting an outside date for the closing of the Transaction of November 12, 2024;

O. In connection with the Subscription Agreement, HUK 147 will make a revolving credit facility (the "**Revolving Credit Facility**") available to GDNP Pubco and enter an intercreditor agreement with the Lender and other secured lenders to the Loan Parties, addressing all present and future indebtedness, liabilities and obligations of the Loan Parties and others to HUK 147, whether contingent or absolute, matured or unmatured, including the Revolving Credit Facility (the "**Subordinated Debt**") and any present or future security interests, liens or encumbrances in any way securing any Subordinated Debt (the "**Subordinated Security**");

P. On or before the date hereof, the Loan Parties will seek an order from the Court approving, among other things the Subscription Agreement and authorizing the Loan Parties to enter the Subscription Agreement;

Q. The Loan Parties have requested that the Lender temporarily forbear from demanding repayment of the Credit Agreements, and taking steps to enforce the Security, and the Lender has agreed to the same subject to the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT witnesses that in consideration of the promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1.0 **INTERPRETATION**

1.1 Capitalized Terms

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings given to them in the applicable Credit Agreement.

1.2 Gender and Number

In this Agreement, words importing the singular include the plural and vice versa; and words importing gender include all genders.

1.3 Section Headings

The insertion of headings and the division of this Agreement into Sections are for the convenience of reference only and shall not affect the interpretation hereof.

1.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof, and there are no warranties, representations or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

1.5 Severability of Provisions

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

1.6 Currency

All dollar amounts referred to in this Agreement are Canadian Dollars unless otherwise indicated.

1.7 Paramountcy

In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any Credit Document, the terms and conditions of this Agreement shall prevail.

2.0 **ACKNOWLEDGEMENTS, COVENANTS AND FORBEARANCE**

2.1 Truth of Recitals

Each of the Loan Parties and HUK 147 covenants and confirms the accuracy of the facts and matters set out in Recitals A through Q above and agrees that the same shall be contractual and not a mere recital and that the same will form an integral part hereof.

2.2 Outstanding Indebtedness

The Loan Parties acknowledge that, as at October 25, 2024:

(a) 130 is indebted to the Lender in the principal amount of $6,370,056.05, plus interest of $206,913.38, plus costs, expenses and interest as provided in the 130 Credit Agreement, including per diem interest of $1,274.01 (as of October 25, 2024, which per diem amount is subject to change);

(b) GDNP Industrial LP is indebted to the Lender in the amount of US$1,209,430.34, plus costs, expenses and interest as provided in the Equipment Lease;

(c) GDNP Pubco is indebted to the Lender in the amount of US$1,329,605.23 plus costs, expenses and interest as provided in the LC Facility Letter; and

(d) GDNP Pubco is indebted to the Lender in the amount of $25,212.55 and US$6,394.95, plus costs, expenses and interest as provided in the Credit Card Agreement;

including Professional Fees up to October 31, 2024 in the estimated amount of $165,000 (collectively, the "**Outstanding Indebtedness**").

2.3 Acknowledgements of Loan Parties

The Loan Parties acknowledge and agree with the Lender that:

(a) the Outstanding Indebtedness is now due and owing to the Lender by the Loan Parties without abatement or setoff of any kind;

(b) pursuant to the Guarantees, the applicable Loan Parties have guaranteed the due and punctual payment of the Outstanding Indebtedness due under the applicable Credit Agreements to the Lender, and each of the Guarantees (i) is valid and enforceable in accordance with its terms, (ii) is not released or merged in any manner as a result of the execution and delivery of this Agreement, and (iii) remains in full force and effect following execution of this Agreement;

(c) each of the Security (i) is valid and enforceable in accordance with its terms, (ii) is not released or merged in any manner as a result of the execution and delivery of this Agreement, (iii) remains in full force and effect following execution of this Agreement, and (iv) is held for the benefit of the Lender as security for the Outstanding Indebtedness due under the applicable Credit Agreements;

(d) the Lender is now entitled to demand immediate payment in full of the Outstanding Indebtedness and to take immediate steps to enforce the Security; and

(e) the Lender is under no obligation whatsoever to provide further loans, advances, or other credit accommodation to any of the Loan Parties.

2.4 Release

Each of the Loan Parties hereby releases and forever discharges the Lender and its directors, officers, shareholders, limited partners, general partners, employees, agents, successors and assigns of and from any and all manner of actions, causes of actions, suits,

contracts, claims, demands, damages, costs and expenses of any nature or kind whatsoever, whether known or unknown, suspected or unsuspected, whether at law or in equity, which they ever had or now have or which they or their respective heirs, executors, administrators, officers, agents, successors and assigns hereafter can, shall or may have by reason of any cause, matter, error, omission, neglect or thing whatsoever existing as at the date of this Agreement.

2.5 Waiver

Each of the Loan Parties hereby waives against the Lender and its successors and assigns any defence which they may have existing up to the present time to any action brought by the Lender to collect the Outstanding Indebtedness or to enforce or realize the Credit Documents, which said defence arises, whether by counterclaim or defence, by reason of any cause, matter, error, omission, neglect or thing caused or done, whether direct or indirect, by the Lender or its directors, officers, shareholders, limited partners, general partners, agents, employees, administrators, successors and assigns existing as at the date of this Agreement.

2.6 Forbearance

The Lender covenants and agrees with the Loan Parties that, subject to the Loan Parties complying with all the terms of this Agreement, the Lender will forbear from demanding repayment of the Outstanding Indebtedness and from taking any steps to enforce or otherwise act with respect to the Security from and after the date hereof to but not after 180 days from the date of closing of the Transaction (the "**Forbearance Period**"), provided that upon any non-compliance with the terms of this Agreement or upon the occurrence of any Event of Default (as hereinafter defined) apart from the Existing Defaults, the Lender may, in its sole discretion, terminate the Forbearance Period and upon such termination all Outstanding Indebtedness shall become immediately due and payable and the Lender shall be entitled to initiate such action as the Lender deems appropriate to realize on the Security. The Loan Parties acknowledge and agree that the Lender has not and is not waiving the Existing Defaults, and that the Lender is entitled, on the earlier of the expiry of the Forbearance Period or the termination of the Forbearance Period in accordance with this Section, to demand immediate repayment in full of the Outstanding Indebtedness.

2.7 Forbearance Fee

In consideration of the Lender entering into this Agreement, the Loan Parties shall pay to the Lender a forbearance fee (the "**Forbearance Fee**") of $50,000, which is to be added to the principal amount of the 130 Credit Facilities and accrue interest in accordance with the terms of the 130 Credit Agreement; and which Forbearance Fee shall be due and payable on the earlier of:

(a) the expiry of the Forbearance Period; and

(b) closing of a refinancing transaction (the "**Refinancing Transaction**"), which sees the Loan Parties, or any of them, repaid in full all Outstanding Indebtedness under the 130 Credit Agreement to the Lender.

2.8 Amendments to Credit Agreements and Acknowledgements

Effective upon satisfaction of all of the conditions set forth in Section 2.9 hereof:

(a) the LC Facility Letter shall be amended as follows:

i. Section 2.2, paragraph 1 is hereby deleted and replaced with the following:

"LG Facility available up to the permitted maximum amount of USD3,893,452.57, subject to the Margin Requirement, if any (the "LG Facility Limit"). The Loan Parties acknowledge that USD3,792,799.23 has been drawn under the LG Facility and only USD100,673.34 remains available to be drawn on the existing LGs."

ii. Section 2.3, paragraph 1 is hereby deleted and replaced with the following:

"No further LGs may be issued under the LG Facility. The existing LGs are as follows and expire as below, and will not be renewed on the expiry dates listed below.

i. Irrevocable standby letter of credit in the maximum amount of USD893,452.57 issued to Wingspire Equipment Finance LLC as the beneficiary, currently expiring February 8, 2025, of which USD893,452.27 has been called on and USD0.30 remains available; and

ii. Irrevocable standby letter of credit no. SDNHTI310668, in the maximum amount of USD3,000,000 issued April 4, 2023 to Ravago Americas LLC as beneficiary, currently expiring, March 15, 2025, of which USD2,899,326.96 has been called on and USD100,673.04 remains available."

(b) the 130 Credit Agreement shall be amended as follows:

i. Section 1.1.5 (a) is hereby deleted and replaced with the following:

"(a) for a CAD Prime Rate Loan, the Bank's Prime Rate plus 2.85% per annum, accruing daily, calculated monthly in arrears on the daily balance, and payable as provided in this section; or";

and

(c) GDNP CAD acknowledges and agrees that it is the assignor under the assignment and assumption agreement dated August 28, 2023 (as amended, restated, supplemented or modified from time to time, the "**Assignment and Assumption Agreement**") executed by its predecessor by amalgamation, IPF Holdings Inc., as assignor, with GDNP Industrial LP, as the assignee, and HSBC Bank Canada (predecessor to the Lender) as lessor; and GDNP CAD hereby ratifies the Assignment and Assumption Agreement and all actions heretofore taken by any authorized signatory of IPF Holdings Inc. in connection with any matter referred to or contemplated in the Assignment and Assumption Agreement are hereby approved, ratified and confirmed in all respects.

2.9 Conditions

The covenant and agreement of the Lender to forbear from demanding immediate repayment of the Outstanding Indebtedness and from taking steps to enforce or otherwise act with respect to the Security, and the amendments to the Credit Documents set forth in Section

2.8 hereof, shall be of no force or effect until the following conditions are met in a manner satisfactory to the Lender in its sole discretion:

(a) the Lender has received this Agreement duly executed and delivered by each of the Loan Parties;

(b) [*intentionally reserved*];

(c) $217,646.56 has been paid by the Loan Parties or any of them by wire transfer in accordance with the Canadian wire instructions attached hereto as Schedule "B" to Dentons Canada LLP ("**Dentons**"), in trust, for the account of the Lender, on or before October 28, 2024, representing outstanding interest arrears and principal payments from July 2024 through to October 2024 under the 130 Credit Agreement, which amount the Loan Parties irrevocably authorize and direct Dentons to release to the Lender upon closing of the Transaction;

(d) US$101,923.08 has been paid by the Loan Parties or any of them by wire transfer in accordance with the US wire instructions attached hereto as Schedule "B" to Dentons, in trust, for the account of the Lender, for outstanding lease payments owing under the Equipment Lease for the period from July to October 2024, which amount the Loan Parties irrevocably authorize and direct Dentons to release to the Lender upon closing of the Transaction;

(e) [*intentionally reserved*];

(f) a duly executed and delivered guarantee of GDNP Industrial LP's obligations to the Lender granted by GDNP CAD, GDNP Pubco and 130, in form and substance satisfactory to the Lender in its sole discretion;

(g) the Lender shall have received all confirmations, acknowledgements, amendments, or replacement guarantees and security as may be required to give effect to the terms of this Agreement;

(h) the Lender shall have received such financial and other information or documents relating to any or all of the Loan Parties as the Lender may reasonably require and such other authorizations, approvals, opinions, undertakings and documentation as the Lender may reasonably require; and

(i) other than the Existing Defaults, the Loan Parties shall be in compliance with all financial covenants and reporting as required by the Credit Documents and this Agreement.

The Lender acknowledges and agrees that the payments set out in (c) – (d) above will be returned to HUK 147 in the event that the Transaction does not complete.

2.10 Conditions Subsequent

If the following conditions subsequent are not completed on or before the dates listed below, an Event of Default shall be deemed to have occurred under this Agreement:

(a) on or before closing of the Transaction, the third amended and restated intercreditor agreement dated February 22, 2024 between the Lender, The

Toronto-Dominion Bank, Wells Fargo Capital Finance Corporation Canada, Export Development Canada, GDNP Pubco, Good Natured Real Estate Holdings (Ontario) Inc., 130 and certain other subsidiaries of GDNP Pubco shall be amended and restated in a manner satisfactory to the Lender in its sole discretion (the "**2024 Intercreditor Agreement**"), including intercreditor arrangements with HUK 147, subordinating any security interest that HUK 147 may have in the property of the Loan Parties and postponing and deferring in all respects payment of any amounts owing to HUK 147 (other than $10,000/month for management fees (the "**Hilco Management Fees**")) to the prior repayment and satisfaction in full of the Outstanding Indebtedness;

(b) within 30 days of closing of the Transaction, receipt by the Lender of such security, mortgages, charges, liens, guarantees and other loan documents and agreements as are necessary to give effect to the priorities contained in the 2024 Intercreditor Agreement, in form and substance satisfactory to the Lender in its sole discretion;

(c) receipt by the Lender of the Forbearance Fee as required pursuant to section 2.7 hereof; and

(d) within 30 days of closing of the Transaction, the Lender's counsel's and financial advisor's costs, fees, and disbursements in connection with the Credit Agreements, including without limitation enforcement of the Lender's rights thereunder, negotiating forbearance terms, and this Agreement ("**Professional Fees**"), up to the date of October 31, 2024, are paid in full by the Loan Parties.

2.11 Positive Covenants of the Loan Parties

Without limiting the covenants of the Loan Parties under the Credit Agreements, each of the Loan Parties covenants and agrees with the Lender that it shall:

(a) notwithstanding anything to the contrary in any Credit Agreement, during the Forbearance Period and for so long as the Forbearance Period has not been terminated at the Lender's election the Loan Parties will remit all monthly payments of principal and interest to the Lender pursuant to each of the Credit Agreements on or before the last day of the month, provided that, for clarity, at the expiry of the Forbearance Period or if the Forbearance Period is terminated at the Lender's election, all Outstanding Indebtedness shall become immediately due and payable and the Lender shall be entitled to imitate such action as the Lender deems appropriate to realize on the Security;

(b) promptly provide the Lender with all information requested by it from time to time concerning the financial condition, business and property of the applicable Loan Party and at all times and from time to time upon reasonable notice, permit representatives of the Lender to inspect any of the property of the applicable Loan Party and to examine and take extracts from their financial books, accounts and records, including but not limited to accounts and records stored in computer data banks and computer software systems, and to discuss its financial condition with their respective senior officers and (in the presence of such of their representatives as they may designate) their auditors, the reasonable expense of all of which shall be paid by the Loan Parties;

(c) continue to carry on the business currently being carried on and maintain all of its property in good repair and working condition and carry on and continuously conduct their business currently being conducted in an efficient, diligent and businesslike manner and in accordance with standard industry practices;

(d) comply with applicable laws and obtain and maintain all permits necessary for the ownership of their property and to the conduct of their business in each jurisdiction where it carries on business or owns material property, including but not limited to those issued or granted by governmental authorities;

(e) ensure that the Security remains legal, valid, binding and enforceable, in accordance with its terms (subject to applicable laws affecting the rights of creditors generally and rules of equity of general application);

(f) cooperate with the Lender to permit the Lender to forthwith register, file and record the Security (or notices, financing statements or other registrations in respect thereof) in all proper offices where such registration, filing or recording may be reasonably necessary or advantageous to perfect or protect the security interests constituted by the Security and maintain all such registrations in full force and effect;

(g) provide to the Lender all such further and additional mortgages, charges and security interests from the Loan Parties that they may reasonably require to effectively mortgage, charge and subject to a security interest all of the present and future property of the Loan Parties;

(h) provide to the Lender all such further and additional guarantees from the Loan Parties as the Lender may require;

(i) continue to comply with all terms of the Credit Documents, including without limitation, all reporting requirements;

(j) promptly notify the Lender of any other Default or Event of Default;

(k) promptly notify the Lender on becoming aware of the occurrence of any litigation, arbitration or other proceeding against or affecting it which could reasonably be expected to have a material adverse effect on the business, operations or financial condition of a Loan Party and from time to time provide the Lender with all reasonable information requested by the Lender concerning the status thereof; and

(l) pay when due all amounts owing to governmental authorities which may constitute a lien or charge in priority to the Security including amounts payable to Canada Revenue Agency for unremitted employee deductions, income taxes and goods and services taxes ("**Statutory Priority Payables**").

2.12 Negative Covenants of the Loan Parties

Without limiting the negative covenants of the Loan Parties set forth in the Credit Agreement, each of the Loan Parties covenants and agrees with the Lender that it shall not,

without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed:

(a) make any material change in the nature of its business or operations or conduct any businesses or operations which are materially different from those conducted by it on the date hereof;

(b) consolidate, amalgamate or merge with any other person, enter into any joint venture, partnership, corporate reorganization or other transaction intended to effect a consolidation, amalgamation or merger or liquidate, wind-up or dissolve itself, or permit any liquidation, winding-up or dissolution;

(c) do or permit anything to adversely affect the ranking or validity of the Security;

(d) provide any guarantee, loans or other financial assistance to any Person;

(e) make any acquisition or any investment in excess of $250,000;

(f) sell, lease, assign, transfer, convey or otherwise dispose of any of its property other than the sale of inventory in the ordinary course of business;

(g) establish or materially amend benefit plans, profit sharing plans or other such contracts with shareholders, directors, officers, senior management or employees other than those currently in place;

(h) engage in any related party transaction except in the ordinary course of business;

(i) pay any director fees to the directors of any of the Loan Parties, or any of them, or any guarantee fees to Loan Parties that have granted a guarantee, or any of them; and

(j) engage directly or indirectly in any other business activity or acquire assets unrelated or unnecessary to its present business.

2.13 Positive Covenants of HUK 147

HUK 147 covenants and agrees with the Lender that:

(a) it shall, on or before the date that the Transaction closes, enter into an intercreditor agreement with the Lender, subordinating any security interest that HUK 147 may have in the property of the Loan Parties and postponing and deferring in all respects payment of any amounts owing to HUK 147 other than the Hilco Management Fees, including the Subordinated Debt, to the prior repayment and satisfaction in full of the Outstanding Indebtedness;

(b) the Subordinated Debt (other than the Hilco Management Fees) is postponed and subordinated to the Outstanding Indebtedness;

(c) until the date on which the Lender confirms in writing to HUK 147 that the Outstanding Indebtedness has been irrevocably and unconditionally paid, satisfied and discharged in full (the "**Senior Debt Discharge Date**") all Subordinated Security is postponed and subordinated to the Security; and

(d) if, prior to the Senior Debt Discharge Date, HUK 147 or any person on HUK 147's behalf receives any payment in contravention of this Agreement, HUK 147 shall, and shall cause such other person to, receive and hold such payment or distribution in trust for the benefit of the Lender and promptly pay the same over or deliver to the Lender, as the Lenders may instruct and in precisely the form received by HUK 147 or such other person.

To the extent that any of the foregoing covenants are inconsistent with the terms of the 2024 Intercreditor Agreement, the terms of the 2024 Intercreditor Agreement shall prevail.

2.14 Negative Covenants of HUK 147

HUK 147 covenants and agrees with the Lender that it shall not:

(a) do anything to adversely affect the ranking or validity of the Security;

(b) until the Senior Debt Discharge Date, without the prior written consent of the Lender:

(i) claim, demand, receive or accept any payment in cash, property or security, by set-off, combination of accounts or otherwise in respect of any Subordinated Debt (other than the Hilco Management Fees);

(ii) exercise or seek to exercise any right or remedy with respect to any of the Subordinated Debt, including any collection or enforcement right or remedy;

(iii) contest the legality, validity, enforceability, perfection, or priority of the Outstanding Indebtedness or the Security;

(iv) institute any action or proceeding against the Loan Parties or their Affiliates or any of its assets (including any winding-up, bankruptcy, possession, sale or foreclosure action or proceeding);

(v) contest, protest or object to any enforcement proceeding or other action commenced by the Lender, any other exercise by the Lender of any right or remedy under the Credit Documents or any other security now or hereafter held for all or any portion of the Outstanding Indebtedness or at law, or any application by the Lender of monies or proceeds therefrom;

(vi) object or oppose the sale or other disposition of the Loan Parties or their Affiliates or the sale or other disposition of any property of the Loan Parties if the Lender has consented to such sale or disposition;

(vii) amend, supplement, restate or replace the Subordinated Debt, the Subordinated Security or any terms thereof in any manner;

(viii) sell, assign or transfer, in whole or in part, or create, incur or permit to exist, any Lien or other encumbrance in or affecting the Subordinated Debt or Subordinated Security in favour of any person;

(ix) with respect to the CCAA Proceedings or any further proceeding relating to bankruptcy, reorganization, insolvency, liquidation, receivership, interim receivership, dissolution, winding up or relief of debtors or any general assignment for the benefit of creditors, composition, marshalling of assets for creditors or other similar statutory or common law arrangement in respect of creditor's generally (a "**Proceeding**") directly or indirectly, contest, protest, or object to: such Proceeding; any request or motion of the Lender seeking the modification, lifting or vacating of the stay under insolvency legislation or from any other stays in connection with any Proceeding or the Lender seeking adequate protection of the Lender with respect to the Outstanding Indebtedness; as permitted financing, members of the Loan Parties or their affiliates obtaining debtor in possession financing secured by security interests in all or any portion of the collateral secured by the Subordinated Security, if the Lender consents to such debtor in possession financing and HUK 147 shall not request adequate protection or any other relief in connection with such financing; the Lender's exercise of enforcement of its rights to credit bid its debt; or any plan of reorganization or liquidation if the Lender consents to vote in favour of or otherwise does not oppose such plan of reorganization or liquidation; or

(x) directly or indirectly provide or propose or support any other entity or person in providing or proposing debtor in possession financing to the Loan Parties or their affiliates.

To the extent that any of the foregoing covenants are inconsistent with the terms of the 2024 Intercreditor Agreement, the terms of the 2024 Intercreditor Agreement shall prevail.

3.0 **DEFAULT**

3.1 Events of Default

It shall be an Event of Default under this Agreement if (each an "**Event of Default**"):

(a) any Loan Party fails to pay when due all or any part of the Outstanding Indebtedness or any other amount owing to the Lender in accordance with the terms of this Agreement and the Credit Agreements;

(b) from and after the date hereof, any Loan Party fails to duly perform or observe any term, condition, covenant or obligation contained herein or in any Credit Document;

(c) there occurs an Event of Default (as defined therein) under the Credit Documents apart from the Existing Defaults;

(d) any encumbrancer or creditor of any of the Loan Parties takes possession of, or commences proceedings or steps to realize upon, any property or asset of the Loan Parties including a distress, execution, forfeiture or any similar process levied or enforced there against and if such proceedings or steps remain unsatisfied for the shorter of a period of 10 days or such period as would permit such property or part thereof to be sold or forfeited thereunder unless such proceedings or step is removed, dismissed, stayed or withdrawn within such period;

(e) a Loan Party, without the written consent of the Lender, passes a resolution or institutes proceedings for its winding-up, liquidation or dissolution or consents to the institution or filing of any petition or proceeding with respect thereto or files or commences a petition or proceeding or answer or consent seeking reorganization, readjustment, rearrangement, restructuring, composition or similar relief under any Canadian or other applicable law or consents to the filing of any such petition or to the appointment of a receiver, receiver manager, liquidator, trustee or similar officer (referred to herein as an "**Official**") of itself or of any of its property or makes an assignment for the benefit of creditors;

(f) any application is made or proceeding commenced with respect to a Loan Party seeking reorganization, readjustment, rearrangement, restructuring, composition or similar relief under any applicable Canadian or other law, or if a step is taken or proceeding is instituted for the winding-up, liquidation or dissolution of a Loan Party or seeking an order adjudging a Loan Party insolvent or seeking the appointment of an Official of it or any part of its property and if such step, application, proceeding is not removed, dismissed, stayed or withdrawn within 10 days after any of them have notice or knowledge of the institution thereof;

(g) without the consent of the Lender, a Loan Party effects or passes a resolution authorizing any consolidation, merger or amalgamation with any other entity or disposition of all or a substantial portion of its assets; or

(h) if there occurs in the sole discretion of the Lender any event or circumstance which in the sole discretion of the Lender could be expected to have a material adverse effect on:

(i) the business, financial condition, operations, property, assets or undertaking of a Loan Party, taken as a whole;

(ii) the ability of a Loan Party to pay and perform its obligations in accordance with this Agreement, the Credit Agreements or any other Credit Document;

(iii) the validity or enforceability of this Agreement, the Credit Agreements or any other Credit Document;

(iv) the rights and remedies of the Lender under this Agreement, the Credit Agreements or any other Credit Document; or

(v) the priority ranking of any of the Encumbrances granted by the Security or the rights or remedies intended or purported to be granted to the Lender under or pursuant to the Security, other than Encumbrances that the Lender, in its discretion, considers immaterial or duplicative.

3.2 Consent to Enforcement

In the event that the Lender commences proceedings to enforce some or all of the Security, either at the expiry of the Forbearance Period or after the Forbearance Period has been terminated at the Lender's election in accordance with Section 2.6 hereof, the Loan Parties

irrevocably consent to the appointment of a Receiver or Receiver/Manager over any or all of the Loan Parties' assets and undertakings charged by the Security, with power of sale in favour of such Receiver or Receiver/Manager. The Loan Parties further acknowledge and agree that the Lender may rely upon this Agreement as evidence of the irrevocable consent in any such court application.

3.3 Waiver

The Lender may, at its option and in its sole discretion, waive any Event of Default but such waiver shall not constitute a waiver of any subsequent event which would constitute an Event of Default herein.

4.0 REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties agrees with and confirms to the Lender that as of the date hereof each of the representations and warranties contained in the Credit Agreements are true and accurate in all material respects. Further, each of the Loan Parties hereby represents and warrants to the Lender that:

(a) to the knowledge of the applicable Loan Party, as of the date hereof there were no actions, suits, proceedings, investigations or claims threatened or pending against the applicable Loan Party in respect of taxes or any material matters under discussion with any governmental authority relating to taxes asserted by any such governmental authority;

(b) as of the date hereof, no Default or Event of Default has occurred and is continuing save and except for the Existing Defaults;

(c) the execution and delivery of this Agreement and the performance by the applicable Loan Party of its obligations hereunder (i) are within its powers (ii) have been duly authorized by all necessary corporate action (iii) have received all necessary authorizations (if any required), and (iv) do not and will not contravene or conflict with any provision of its constating documents or by-laws or of any applicable laws or any material agreement, judgment, license, order or permit applicable to or binding upon the Loan Parties; and

(d) this Agreement is a legal, valid and binding obligation of the Loan Parties, enforceable in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, winding-up, moratorium or similar applicable laws relating to the enforcement of creditors' rights generally and by general principles of equity.

5.0 GENERAL

5.1 Expenses

Without limiting the obligations of the Loan Parties under the Credit Agreements, the Loan Parties agrees to pay all reasonable legal fees and disbursements and taxes thereon incurred by the Lender in connection with this Agreement and all reasonable matters incidental hereto.

5.2 Tolling of Applicable Limitation Periods

As further consideration of the Lender's forbearance on the terms and conditions set out in this Agreement, each of the Loan Parties hereby acknowledges, confirms and agrees that until the expiry of the Forbearance Period:

(a) any applicable limitation periods, including without limitation those as prescribed by the *Limitation Act*, S.B.C. 2012, Ch. 13, for the commencement of any actions as between the Lender and the Loan Parties relating to matters referenced herein, or related to the matters referenced herein, are hereby suspended as of the date of this Agreement;

(b) it is estopped from raising or arguing in any manner that limitation periods have continued to accrue while the agreement to not commence any action contained in this Agreement remains in effect, and that this Agreement may be produced to a Court of competent jurisdiction in any proceedings between or involving the parties hereto to conclusively establish that the accrual of all limitation periods was postponed by this Agreement.

5.3 Further Assurances

Each of the Loan Parties covenants and agrees to take all such action and to execute all such documents as the Lender may request to implement the provisions of this Agreement fully and effectively.

5.4 Amendment, Supplement or Waiver

No amendment, supplement or waiver of any provision of this Agreement, nor any consent to any departure by the Loan Parties therefrom, shall in any event be effective unless it is in writing, makes express reference to the provision affected thereby and is signed by the Lender and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver or act or omission of the Lender shall extend to or be taken in any manner whatsoever to affect any subsequent breach of any provision of this Agreement or the rights resulting from them.

5.5 Address for Notice

Notice to be given under this Agreement shall be in writing addressed to the party for whom it is intended and, unless the law deems a particular notice to be received earlier, a notice shall not be deemed received until actual receipt by the other party of an original of such notice or a facsimile or electronic copy thereof if sent by facsimile or electronic transmission. The addresses of the parties hereto for the purposes hereof shall be the addresses specified in the Credit Agreement, or such other mailing or facsimile addresses as each party from time to time may notify the other as aforesaid.

5.6 Independent Legal Advice

Each of the Loan Parties hereby acknowledges that they have received independent legal advice with respect to the execution and delivery of this Agreement and all related documentation and each of the Loan Parties confirms that they have entered into this Agreement of their own free will.

5.7 Enurement

This Agreement shall enure to the benefit of, and be binding upon, the individual parties hereto and their respective heirs, executors, administrators, successors and permitted assigns and upon the Loan Parties and the Lender and their respective successors and assigns.

5.8 Counterparts

This Agreement may be executed and delivered by facsimile or other electronic means (including PDF) and in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same document.

[Signature Page to Follow]

Docusign Envelope ID: AC77B1A4-C2C2-45AF-AE93-12C72D2EB687

IN WITNESS of this Agreement, the parties have executed and delivered this Agreement as of the date given above.

1306187 B.C. LTD.

Per: Signed by: Paul Antoniadis 787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

GOOD NATURED PRODUCTS INC.

Per: Signed by: Paul Antoniadis 787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

GOOD NATURED PRODUCTS (CAD) INC.

Per: Signed by: Paul Antoniadis 787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP, by its general partner**,**
GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC.

Per: Signed by: Paul Antoniadis 787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

Docusign Envelope ID: AC77B1A4-C2C2-45AF-AE93-12C72D2EB687

GOOD NATURED PRODUCTS PACKAGING CANADA LP, by its general partner**,**
GOOD NATURED PRODUCTS PACKAGING CANADA GP INC.

Per: Signed by: Paul Antoniadis 787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

GOOD NATURED PRODUCTS PACKAGING BRAMPTON LP, by its general partner**,**
GOOD NATURED PRODUCTS PACKAGING GP INC.

Per: Signed by: Paul Antoniadis 787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

GOOD NATURED REAL ESTATE HOLDINGS (ONTARIO) INC.

Per: Signed by: Paul Antoniadis 787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

Docusign Envelope ID: C43FA3C2-E167-48E8-A49C-B24CEAC399B9

GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP, by its general partner**,**
GOOD NATURED PRODUCTS (CAD) INC.

Per: Signed by: Paul Antoniadis 787DB22A359C4BC...
Name: Paul Antoniadis
Title: Chief Executive Officer

HUK 147 LIMITED, a private company formed under the laws of England and Wales

Per:

Name: Chris Emmott
Title: Director

ROYAL BANK OF CANADA

Per:

Name: Cameron Bailey
Title: Senior Director - SLAS

Per: _____

Name:
Title:

SCHEDULE "A"

Security Documents

130 Credit Agreement:

1. Facility Letter dated September 20, 2022 between HSBC Bank Canada, predecessor by amalgamation of RBC ("**HSBC**"), as lender, 1306187 B.C. Ltd., as borrower, Good Natured Products (CAD) Inc., Integrated Packaging Films Limited Partnership, by its general partner, Integrated Packaging Films GP Inc., and IPF Holdings Inc., each predecessors by amalgamation to Good Natured Products (CAD) Inc., and Good Natured Products Inc., as guarantors.

2. Mortgage registered as of October 3, 2022 on title to the Ayr Property in the Land Title Office, Ontario, under charge number WR1470526 in favour of HSBC.

3. General Assignment of Rents registered as of October 3, 2022 on title to the Ayr Property in the Land Title Office, Ontario, under charge number WR1470527 in favour of HSBC.

4. Acknowledgement and Direction dated October 3, 2022, executed by 1306187 B.C. Ltd.

5. General Assignment of Rents and Leases, dated October 3, 2022, granted by 1306187 B.C. Ltd. in favour of HSBC.

6. Specific Assignment of Leases dated October 3, 2022 granted by 1306187 B.C. Ltd. in favour of HSBC.

7. Acknowledgement RE: Standard Charge Terms Dated October 3, 2022, executed by 1306187 B.C. Ltd.

8. Assignment of Material Agreements, dated October 3, 2022, granted by 1306187 B.C. Ltd. in favour of HSBC.

9. General Security Agreement dated October 3, 2022 granted by 1306187 B.C. Ltd. in favour of HSBC.

10. Guarantee, undated, granted by Good Natured Products (CAD) Inc., Integrated Packaging Films Limited Partnership, by its general partner, Integrated Packaging Films GP Inc., and IPF Holdings Inc., each as predecessors by amalgamation to Good Natured Products (CAD) Inc., and Good Natured Products Inc. to HSBC, for all indebtedness of 1306187 B.C. Ltd. to HSBC.

11. Assignment and Postponement dated October 3, 2022 between RBC and IPF Holdings Inc. in consideration of advances made or to be made by RBC to 1306187 B.C. Ltd.

12. Assignment and Postponement dated October 3, 2022 between HSBC and Integrated Packaging Films Limited Partnership in consideration of advances made or to be made by HSBC to 1306187 B.C. Ltd.

13. Assignment and Postponement dated October 3, 2022 between HSBC and Good Natured Products Inc. in consideration of advances made or to be made by HSBC to 1306187 B.C. Ltd.

14. Assignment and Postponement dated October 3, 2022 between HSBC and Good Natured Products (CAD) Inc. in consideration of advances made or to be made by HSBC to 1306187 B.C. Ltd.

15. Assignment and Postponement dated October 3, 2022 between HSBC and Shepherd Thermoforming & Packaging Inc. in consideration of advances made or to be made by HSBC to 1306187 B.C. Ltd.

16. Assignment and Postponement dated October 3, 2022 between HSBC and Good Natured Real Estate Holdings (Ontario) Inc. in consideration of advances made or to be made by HSBC to 1306187 B.C. Ltd.

17. Assignment and Postponement dated October 3, 2022 between HSBC and Integrated Packaging Films LP in consideration of advances made or to be made by RBC to IPF Holdings Inc.

18. Assignment and Postponement dated October 3, 2022 between HSBC and 1306187 B.C. Ltd. in consideration of advances made or to be made by HSBC to IPF Holdings Inc.

Security Over Cash Agreement:

19. Security Over Cash, Credit Balances and Collateral Instruments Agreement, dated March 21, 2022 granted by Good Natured Products Inc. in favour of HSBC.

LC Facility Letter:

20. Facility Letter Dated October 3, 2023 between Good Natured Products Inc., as borrower, and HSBC, as lender.

21. Account Performance Security Guarantee dated September 27, 2022 granted by Export Development Canada in favour of HSBC.

22. Renewal Letter of Offer of Account Performance Security Guarantee from Export Development Canada to HSBC dated September 27, 2022.

Equipment Lease:

23. Guarantee, undated, granted by Good Natured Products (CAD) Inc., Integrated Packaging Films Limited Partnership, by its general partner, Integrated Packaging Films GP Inc., both predecessors by amalgamation to Good Natured Products (CAD) Inc., 1306187 B.C. Ltd., and Good Natured Products Inc. to RBC, for all indebtedness of IPF Holdings Inc. to HSBC.

24. Offer to Lease dated December 21, 2021 between HSBC, as lessor, and IPF Holdings Inc., predecessor by amalgamation of Good Natured Products (CAD) Inc., as lessee.

25. Master Equipment Lease dated January 14, 2022 between HSBC, as lessor, and IPF Holdings Inc., predecessor by amalgamation of Good Natured Products (CAD) Inc., as lessee.

26. Lease Schedule 35446001 to Master Equipment Lease between HSBC, and IPF Holdings Inc., predecessor by amalgamation of Good Natured Products (CAD) Inc., as lessee, executed as of January 13, 2022.

27. Assignment and Assumption Agreement dated August 28, 2023 among HSBC, as lessor, Good Natured Products Industrial Canada LP, as assignee, and IPF Holdings Inc., as assignor.

Credit Card Agreements:

28. HSBC Commercial MasterCard Agreement dated August 30, 2021 between Good Natured Products Inc., as the primary client, and HSBC.

29. Affiliate Participation Agreement dated August 2021, between HSBC and Shepherd Thermoforming & Packaging Inc., predecessor by amalgamation of Good Natured Products (CAD) Inc.

30. Affiliate Participation Agreement dated August 2021, between HSBC and IPF Holdings Inc., predecessor by amalgamation of Good Natured Products (CAD) Inc.

31. Affiliate Participation Agreement dated August 2021, between HSBC and Good Natured Products (CAD) Inc., predecessor by amalgamation of Good Natured Products (CAD) Inc.

Blocked Accounts Agreements:

32. Blocked Account Agreement dated January 27, 2023, between HSBC, Good Natured Products Industrial Canada LP, and Wells Fargo Capital Finance Corporation Canada.

33. Blocked Account Agreement dated January 27, 2023, between HSBC, Good Natured Products (CAD) Inc., and Wells Fargo Capital Finance Corporation Canada.

34. Blocked Account Agreement dated January 27, 2023, between HSBC, Good Natured Products Inc., and Wells Fargo Capital Finance Corporation Canada.

35. Blocked Account Agreement dated January 27, 2023, between HSBC, Good Natured Products Packaging Canada LP., and Wells Fargo Capital Finance Corporation Canada.

36. Blocked Account Agreement dated January 27, 2023, between HSBC, Good Natured Products Packaging Brampton LP., and Wells Fargo Capital Finance Corporation Canada.

SCHEDULE "B"

DENTONS CANADA LLP WIRE INSTRUCTIONS FOR CAD

For Incoming CDN Dollars:

Pay through: (Receiving Bank)	Bank of Montreal International Banking, Head Office Montreal S.W.I.F.T. BIC CODE: BOFMCAM2 CC Code: 000100040
Account With Institution: (Beneficiary's Bank)	Bank of Montreal Vancouver Main Branch (Transit 00040) 595 Burrard Street Vancouver, BC, Canada, V7X 1L7
Beneficiary Customer: (BNF field or SWIFT field 59)	00041936016 ** Dentons Canada LLP in Trust 250 Howe St., 20th Floor Vancouver, BC, Canada, V6C 3R8

*** Represents the beneficiary's account number ID (11-digits) at Bank of Montreal – including a four (4) digits branch transit number followed by a seven (7) digits account number. Do not add any spaces or other symbols. Note: you may be required to include zeros (0) at the beginning of the transit number to ensure it has four (4) digits.*

DENTONS CANADA LLP WIRE INSTRUCTIONS FOR USD

For Incoming US Dollars:

Beneficiary Bank	Bank of Montreal 2601 Granville Street Vancouver, B.C. V6H 3H2
Beneficiary	Dentons Canada LLP in Trust 20th Floor, 250 Howe Street, Vancouver, BC V6C 3R8
Account # Transit # SWIFT Code	4603-671 07600-001 BOFMCAM2
US Correspondent Bank SWIFT BIC Code AND – Fedwire ABA #	Pay through: Wells Fargo Bank (FKA Wachovia Bank) PNBPUS 3NNYC 026 005 092 OR – CHIPS UID: 0509

**** Please contact Deb Chand at (604) 648-6542 or Angel Fisher at (604) 691-6432 to verbally confirm the applicable trust account before initiating a wire and/or depositing funds to our firm's trust account.**

Appendix U

LOAN AGREEMENT

November 15, 2024

Good Natured Products Inc.
5 Abacus Road
Brampton, ON, L6T 5B7

Attention: Mr. Paul Antoniadis, CEO & Executive Chair

RE: Loan from Export Development Canada to Good Natured Products Inc.
EDC Reference No. 880-92618

Capitalized words or phrases are either defined below or have the meanings in Schedule A.

Export Development Canada ("**EDC**") agrees to establish a credit facility in favour of the Borrower for the Purpose, on the following terms (which for greater certainty amends and restates, without novation, the Credit Agreement and the LC Guarantee Agreement each of which shall be of no further force or effect):

1. **Borrower(s)** Good Natured Products Inc.

   "**Jurisdiction of Incorporation/Formation**" means British Columbia.

2. **Guarantor(s)** Good Natured Products (CAD) Inc.

   "**Jurisdiction of Incorporation/Formation**" means British Columbia.

   Good Natured Real Estate Holdings (Ontario) Inc.

   "**Jurisdiction of Incorporation/Formation**" means Ontario.

   1306187 B.C. Ltd.

   "**Jurisdiction of Incorporation/Formation**" means British Columbia.

   Good Natured Products Real Estate U.S., LLC

   "**Jurisdiction of Incorporation/Formation**" means Illinios.

   Good Natured Products Packaging Canada LP

   "**Jurisdiction of Incorporation/Formation**" means Ontario.

   Good Natured Products Packaging Canada GP Inc.

   "**Jurisdiction of Incorporation/Formation**" means Ontario.

   Good Natured Products Packaging Brampton LP

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"**Jurisdiction of Incorporation/Formation**" means Ontario.

Good Natured Products Packaging Brampton GP Inc.

"**Jurisdiction of Incorporation/Formation**" means Ontario.

Good Natured Products Industrial Canada LP

"**Jurisdiction of Incorporation/Formation**" means Ontario.

Good Natured Products Industrial Canada GP Inc.

"**Jurisdiction of Incorporation/Formation**" means Ontario.

Good Natured Products (US) Inc.

"**Jurisdiction of Incorporation/Formation**" means Delaware.

Good Natured Products (Illinois), LLC

"**Jurisdiction of Incorporation/Formation**" means Illinios.

Good Natured Products Packaging US LLC

"**Jurisdiction of Incorporation/Formation**" means Delaware.

Good Natured Products Direct LLC

"**Jurisdiction of Incorporation/Formation**" means Delaware.

Good Natured Products (Texas) LLC

"**Jurisdiction of Incorporation/Formation**" means Texas.

3. **Purpose**

To refinance, without novation, certain obligations of the Borrower pursuant to a Credit Facility Agreement dated February 22, 2022, as amended by a Second Amending Agreement dated April 20, 2023 as further amended by a Third Amending Agreement dated April 25, 2024 (the "**Original Facility Agreement**") and the Guarantee Products and Other Insurance Declaration granted by the Borrower, Good Natured Products (CAD) Inc., Good Natured Products (US) Inc., Good Natured Sheppard Acquisition Inc. and Good Natured Real Estate Holdings (Ontario) Inc. in favour of EDC dated October 9, 2020 (the "**LC Guarantee Agreement**").

For greater certainty, (i) there shall be no further Advances, and (ii) other than the Facility Amount provided for below, there are no other obligations owing by the Borrower or the Guarantors to EDC (or any right of subrogation or other similar rights relating to any transactions entered into by the Borrower or the Guarantors prior to the date hereof) relating to any agreements or transactions under into prior to the date hereof including, without limitation, under or in connection with the Original Facility Agreement or the LC Guarantee Agreement.

4. **Facility Details**

Facility Amount	US$2,500,000 comprised of: (i) US$1,250,000 representing the obligations under the Original Facility Agreement; and (ii) US$1,250,000 representing a portion the obligations under the LC Guarantee Agreement.
Facility Currency	USD
Facility Type	Term
Interest Rate Type	Floating

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Interest Rate (per year)	US Prime Rate Plus 3.00% per year commencing February 10, 2025
Interest Payment Date	15h day of every calendar month commencing March 15, 2025 by wire transfer (for greater certainty, no PAD Agreement shall be required).
Principal Installments	Nineteen equal montly payments of $131,578.95 each (the "**Principal Payment**") provided that if the average Excess Availability (as defined in the Bank Credit Agreement as at the date hereof, unamended) of the four Borrowing Base Certificates (as defined in the Bank Credit Agreement) immediately preceeding 5 Business Days prior to the Interest Payment Date is: (a) less than $1,500,000, the Principal Payment shall be deferred; (b) $1,500,000 or more and less than $2,000,000, 50% of the Principal Payment shall be deferred; (c) $2,000,000 or more, 100% of the Principal Payment shall be paid plus the amount of any deferred Principal Payment in (a) and (b) up to the maximum of one deferred Principal Payment in any month until all Principal Payments are current. Any remaining principal balance plus interest and any other amounts due hereunder shall be paid in full on the earliest of: (a) December 31, 2026; (b) the date upon which there is a sale of a material portion of the assets of the Borrower and the Guarantors taken as a whole; and (c) a sale of any securities of the Borrower or a Guarantor.
Principal Payment Date	15th day of every calendar month commencing June 15, 2025 by wire transfer (for greater certainty, no PAD Agreement shall be required).

5. **Fees** Not applicable.

6. **Security** The Borrower's obligations will be secured by the following (each document in form and substance satisfactory to EDC and, where applicable, on the standard form of EDC and supported by resolutions and officers certificates where required by EDC or its counsel) subject in each case to the permitted encumbrances set out in Schedule "D" to the Subscription Agreement dated October 24, 2024 between the Borrower and HUK 149 Limited (the "**Subscription Agreement**") and otherwise subject to the priorities set out in the Intercreditor Agreement dated November 15 (the "**Intercreditor Agreement**") among, *inter alios*, The Toronto-Dominion Bank, Wells Fargo Capital Finance Corporation Canada ("**Wells**"), Royal Bank of anada, EDC, HUK 147 Limited, the Borrower, 1306187 B.C. Ltd. and certain other subsidiaries of the Borrower.

(a) from the Borrower:

(i) security interest and/or hypothec over all of the Borrower's present and future personal and movable property, to be registered pursuant to the Personal Property Security Act (British Columbia) ("**BC PPSA**") and Personal Property Security Act (Ontario), ("**ON PPSA**"), as applicable

(b) from each of the Guarantors:

(i) an unconditional and irrevocable guarantee.

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(ii) security interest and/or hypothec over all of its present and future personal and movable property, to be registered in all applicable jurisdictions as determined by EDC and its counsel.

(c) from Good Natured Real Estate Holdings (Ontario) Inc. in addition to the security in (b) above:

(i) a Charge/Mortgage of land over Parcel Register 14021-0094 at LRO #43 muncipally known as 5 Abacus Road, Brampton, ON, L6T 5B7; and

(ii) usual and customary insurance in respect of the property in (i) above naming EDC as mortgagee and loss payee as its interest may appear.

(d) from 1306187 B.C. Ltd. in addition to the security in (b) above:

(i) a Charge/Mortgage of land over Parcel Register 03848-0103 at LRO #58 muncipally known as 15 Waydom Drive, North Dumfries, Ontario; and

(ii) usual and customary insurance in respect of the property in (i) above naming EDC as mortgagee and loss payee as its interest may appear.

(e) from Good Natured Products Real Estate U.S., LLC in addition to the security in (b) above:

(i) a Charge/Mortgage of land over 11413 North Burlington Road, Richmond, Illinois, United States of America; and

(ii) usual and customary insurance in respect of the property in (i) above naming EDC as mortgagee and loss payee as its interest may appear.

Each guarantee above to be referred to as a "**Guarantee**", and collectively the "**Guarantees**". Each Guarantee is on a joint and several basis.

The above document(s) to be referred to as the "**Security Documents**".

The Security Documents from the Guarantors shall be delivered to EDC within 45 days of the date hereof.

7. **Location of Operations, Records and Collateral**

Each Transaction Party agrees to maintain its operations, records and collateral described in the Security Documents at the locations below (except inventory sold in the ordinary course of business).

Transaction Party	Business Operations	Records	Collateral
Good Natured Products Inc.	814-470 Granville Street, Vancouver, BC, V6C 1V5	5 Abacus Road, Brampton, ON, L6T 5B7 814-470 Granville Street, Vancouver, BC, V6C 1V5	5 Abacus Road, Brampton, ON, L6T 5B7
Good Natured Products (CAD) Inc.	814-470 Granville Street, Vancouver, BC, V6C 1V5	814-470 Granville Street, Vancouver, BC, V6C 1V5	5 Abacus Road, Brampton, ON, L6T 5B7
Good Natured Real Estate Holdings (Ontario) Inc.	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	5 Abacus Road, Brampton, ON, L6T 5B7
1306187 B.C. Ltd.	Suite 400 - 1681 Chestnut Street, Vancouver, BC, V6J 4M6	Suite 400 - 1681 Chestnut Street, Vancouver, BC, V6J 4M6	5 Abacus Road, Brampton, ON, L6T 5B7
Good Natured Products Real Estate U.S., LLC	330 N. Wabash Avenue, Suite 2100, Chicago, IL, 606110000	330 N. Wabash Avenue, Suite 2100, Chicago, IL, 606110000	11413 N. Burlington Road, Richmond, IL, 60071

Good Natured Products Packaging Canada LP	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	5 Abacus Road, Brampton, ON, L6T 5B7
Good Natured Products Packaging Canada GP Inc.	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	5 Abacus Road, Brampton, ON, L6T 5B7
Good Natured Products Packaging Brampton LP	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	5 Abacus Road, Brampton, ON, L6T 5B7
Good Natured Products Packaging Brampton GP Inc.	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	5 Abacus Road, Brampton, ON, L6T 5B7
Good Natured Products Industrial Canada LP	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	5 Abacus Road, Brampton, ON, L6T 5B7
Good Natured Products Industrial Canada GP Inc.	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4	5 Abacus Road, Brampton, ON, L6T 5B7
Good Natured Products (US) Inc.	251 Little Falls Drive, Wilmington, DE, 19808	251 Little Falls Drive, Willmington, DE, 19808	11413 N. Burlington Road, Richmond, IL, 60071
Good Natured Products (Illinois), LLC	330 N. Wabash Avenue, Suite 2100, Chicago, IL, 606110000	330 N. Wabash Avenue, Suite 2100, Chicago, IL, 606110000	11413 N. Burlington Road, Richmond, IL, 60071
Good Natured Products Packaging US LLC	251 Little Falls Drive, Willmington, DE, 19808	251 Little Falls Drive, Willmington, DE, 19808	11413 N. Burlington Road, Richmond, IL, 60071
Good Natured Products Direct LLC	251 Little Falls Drive, Wilmington, DE, 19808	251 Little Falls Drive, Wilmington, DE, 19808	11413 N. Burlington Road, Richmond, IL, 60071
Good Natured Products (Texas) LLC	1999 Bryan Street, Suite 900, Dallas, TX, 75201	1999 Bryan Street, Suite 900, Dallas, TX, 75201	11413 N. Burlington Road, Richmond, IL, 60071

8. **Payments Postponement and Subordination Agreement(s)** Not applicable.

9. **Conditions Precedent** Not applicable.

10. **Representations and Warranties** Each Transaction Party (unless otherwise indicated) makes all representations and warranties in Schedule B.

11. **Covenants** Until all amounts owing under this Agreement are indefeasibly paid in full and EDC no longer has any obligation to make any further advances, each Transaction Party (unless otherwise indicated) will comply with all covenants in Schedule C and further:

(a) **Borrower Financial Statements.** The Borrower will deliver to EDC within 120 days after the end of each fiscal year, a copy of its audited consolidated financial statements for such fiscal year with a copy of the

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compliance certificate(s) that the Borrower delivers to pursuant to the credit agreement between the Borrower and Wells dated November 15, 2024 (as amended, restated, renewed or replaced by the same or any other financial institution) (the "**Bank Credit Agreement**"). The Borrower will also deliver to EDC the reporting contemplated by items 1 – 6 inclusive of Schedule 5.1 to the Bank Credit Agreement, as at the date hereof, unamended, within the timelines set out therein.

(b) **Additional Financial Reporting**. The Borrower will or will cause Good Natured Products Real Estate U.S., LLC to deliver to EDC within 120 days after its fiscal year, a copy of its company prepared financial statements for such fiscal year.

(c) **Negative Pledge**. It will ensure that no Lien will exist over all or any of its present and future assets other than Permitted Liens, which shall include Liens consisting of pledges or deposits required in the ordinary course of business in connection with workplace safety insurance, employment insurance and other social security legislation or to secure the performance of tenders, surety, stay, customs and appeals bonds, bids, leases, governmental contracts, trade contracts, performance and return of money bonds and other similar obligations.

(d) **Other Indebtedness**. It will not at any time be liable with respect to any indebtedness without the prior written consent of EDC, except for: (i) indebtedness under this Agreement; (ii) indebtedness existing on the date of this Agreement, and any refinancing of such indebtedness so long as the refinancing amount does not exceed the outstanding amount of such indebtedness on the date of such refinancing (or in the case of the refinancing of a revolving facility, the refinanced amount does not exceed the principal amount of such facility on the date of this Agreement); (iii) indebtedness for trade accounts payable incurred in the ordinary course of business and on customary market terms; (iv) indebtedness secured by Permitted Liens; (v) intercompany indebtedness owing to Affiliates; (vi) debt owing in respect of letters of credit or bank guarantees issued as security of obligations of the Transaction Parties in the ordinary course of business; or (vii) debt arising from agreements of a Transaction Party providing for earn-out payments or similar obligations in connection with an acquisition.

(e) **Restrictions on Payments and Changes to Share Capital**. It will not (i) pay any dividends or make any distributions to shareholders, (ii) repay any indebtedness to any shareholder or related party (including by way of redemption of any shares or any other rights to withdraw capital), unless such repayment is to an Affiliate for intercompany indebtedness in the ordinary course of business and there is no Event of Default occurring at such time or in respect of management or similar fees not to exceed in aggregate US$10,000 per month; or (iii) purchase, repurchase, redeem or exchange any shares issued by it.

(f) **Financial Covenants**. The Borrower acknowledges having reviewed the financial covenants in the Bank Credit Agreement and agrees it will comply with such financial covenants as they may be amended from time to time. Such financial covenants, as amended from time to time, are incorporated into this Agreement by reference and are obligations under this Agreement as if they were stated in it. The Borrower undertakes to notify EDC within 10 Business Days from the effective date of any change to the financial covenants. Any waiver or forbearance by the financial institution under the Bank Credit Agreement of a breach of such financial covenants constitutes a waiver or forbearance by EDC on the same terms.

(g) **Insurance**. Maintain, with financially sound and reputable insurance companies, insurance in such amounts and with such deductibles and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

12. **Events of Default** — Each event listed in Schedule D constitutes an event of default (each an "**Event of Default**").

13. **Voluntary Prepayment** — Subject to 5 Business Days' prior written notice, prepayment will be permitted at any time.

14. **Waiver of Immunity** — Each Transaction Party irrevocably waives any right of immunity which it or any of its property has or may acquire in respect of its obligations under the Transaction Documents. Each Transaction Party agrees that the Transaction Documents to which it is a party and the transactions contemplated in such Transaction Documents constitute commercial activity.

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16. **Governing Law** Province of Ontario and the federal laws of Canada applicable in such Province.

17. **Jurisdiction** Each Transaction Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario (and applicable federal courts), the courts of its Jurisdiction of Incorporation/Formation, the courts of any jurisdiction where it has assets or carries on business and the courts in any jurisdiction where payments are to be made under the Transaction Documents to which it is a party. Each Transaction Party agrees that a final judgment against it in any such legal proceeding will be conclusive and may be enforced in any other jurisdiction in any manner permitted by law.

18. **Additional Terms** All of the Schedules and Exhibits attached form an integral part of this Agreement.

19. **Effective Date** This Agreement shall become effective immediately upon completion of the Transaction (as defined in the Subscription Agreement) with no further action required on behalf of any of the parties hereto.

[The remainder of this page is intentionally left blank.]

If this Agreement is acceptable, kindly sign and return the attached copy to EDC.

EXPORT DEVELOPMENT CANADA

By: _____
Name:Jessica Markic
Title: Special Risks Manager

By: _____
Name:
Title:

We have authority to bind EDC.

Address for notice:

150 Slater Street, Ottawa, Ontario, Canada, K1A 1K3,

Repayment matters:
Attention: Loans Services
Email: LS-directlending@edc.ca

All other matters, including financial and covenant reporting, amendments, waivers and consents:
Attention: Jessica Markic – Special Risks Manager
Email: JMarkic@edc.ca

Docusign Envelope ID: B2CDFCFD-76CA-475E-ADC0-36FD7734526C

We accept and agree to be bound by the terms of this Agreement.

GOOD NATURED PRODUCTS INC.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Borrower.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED PRODUCTS (CAD) INC.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED REAL ESTATE HOLDINGS (ONTARIO) INC.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Docusign Envelope ID: B2CDFCFD-76CA-475E-ADC0-36FD7734526C

1306187 B.C. LTD.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED PRODUCTS REAL ESTATE U.S., LLC

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED PRODUCTS PACKAGING CANADA LP
BY ITS GENERAL PARTNER,
GOOD NATURED PRODUCTS PACKAGING CANADA GP INC.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Docusign Envelope ID: B2CDFCFD-76CA-475E-ADC0-36FD7734526C

GOOD NATURED PRODUCTS PACKAGING CANADA GP INC.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED PRODUCTS PACKAGING BRAMPTON LP
BY ITS GENERAL PARTNER,
GOOD NATURED PRODUCTS PACKAGING BRAMPTON GP INC.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED PRODUCTS PACKAGING BRAMPTON GP INC.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Docusign Envelope ID: B2CDFCFD-76CA-475E-ADC0-36FD7734526C

GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP
BY ITS GENERAL PARTNER,
GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED PRODUCTS (US) INC.

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Docusign Envelope ID: B2CDFCFD-76CA-475E-ADC0-36FD7734526C

GOOD NATURED PRODUCTS (ILLINOIS), LLC

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED PRODUCTS PACKAGING US LLC

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED PRODUCTS DIRECT LLC

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

Docusign Envelope ID: B2CDFCFD-76CA-475E-ADC0-36FD7734526C

GOOD NATURED PRODUCTS (TEXAS) LLC

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name: Paul Antoniadis
Title: Authorized Signatory

I have authority to bind the Guarantor.

Address for notice:

814 470 Granville Street, Vancouver, British Columbia, Canada, V6C 1V5,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

GOOD NATURED PRODUCTS (TEXAS) LLC

By: _____
Name: Paul Antoniadis
Title: CEO & Executive Chair

I have authority to bind the Guarantor.

Address for notice:

5 Abacus Road, Brampton, Ontario, Canada, L6T 5B7,

Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

The foregoing is hereby acknowledged and agreed to by the undersigned but only with respect to its obligations under Section 4 above.

HUK 147 LIMITED

By: _____
Name: Chris Emmott
Title: Authorized Signing Officer

I have authority to bind the Corporation.

Address for notice:

84 Grosvenor Street, London, England, W1K3JZ

Attention: Investment Manager re Good Natured Products Inc.
Email: josh.robertshaw@hilcocapital.com

SCHEDULE A - DEFINITIONS

If used in this Agreement, the following terms mean:

"**Adjusted Term SOFR**" means, for any Interest Period, an interest rate per annum equal to (a) the Term SOFR for such Interest Period plus (b) the Term SOFR Adjustment; *provided*, that if Adjusted Term SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"**Agreement**" means this agreement and all Schedules and Exhibits attached to it and any amendments to any of them.

"**Affiliate**" means any person which, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, a Transaction Party.

"**Business Day**" means a day on which banks are open for business in Ottawa, Canada and (i) in the case of US Prime Rate loans, New York, United States of America, (ii) in the case of Term SOFR loans, U.S. Government Securities Business Days and (iii) in the case of EUR loans, Brussels Belgium.

"**CAD**" means the currency of Canada.

"**Capitalized Lease Obligation**" means for a person, the obligations of a person to pay rent or other amounts under a lease (or agreement conveying the right to use) of property which would be required to be classified and accounted for as a capital lease on a balance sheet of such person.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

"**Control**" means for a legal entity, the ownership, directly or indirectly, of more than 50% of its voting securities, the control over the composition of its board of directors, whether by contract or otherwise, or the power to direct its management and policies, whether through the ownership of voting capital, by contract or otherwise and "**Controlled**" has a correlative meaning.

"**Current Assets**" means, as of the close of any relevant period, all amounts (including cash and temporary cash investments) which would be included as current assets on a balance sheet of a person at such time.

"**Current Liabilities**" means, as of the close of any relevant period, all amounts which would be included as current liabilities on a balance sheet of a person at such time (including current maturities of long-term Debt).

"**Current Ratio**" means, the ratio at such time of (a) Current Assets, to (b) Current Liabilities.

"**Debt**" means, all funded debt for the relevant period, including the sum of (a) all outstanding short term credit facilities plus (b) the current portion of long term debt plus (c) the current portion of Capitalized Lease Obligations plus (d) all outstanding long term loan facilities plus (e) the long term portion of Capitalized Lease Obligations on a balance sheet at such time.

"**Debt Service**" means, for a person for any period, the sum of (a) all regularly scheduled payments or prepayments of principal of indebtedness (including, without limitation, the principal component of any payments in respect of Capitalized Lease Obligations) made during such period; plus (b) all Interest Expense for such period.

"**Debt Service Coverage Ratio**" means the ratio of (a) EBITDA for the prior four (4) consecutive fiscal quarters ending to (b) Debt Service for the same period.

"**Debt to EBITDA Ratio**" means the ratio of (a) Debt for the prior four (4) consecutive fiscal quarters ending to (b) EBITDA for the same period.

"**EBITDA**" means, for a person for any period, net income (before extraordinary or other non-recurring items) for such period (a) plus, to the extent deducted in determining net income for such period, the sum of (i) Interest Expense; (ii) tax expense; and (iii) depreciation, amortization and other non-cash charges; (b) minus any non-cash credits for such period.

"**Environmental Laws**" means all requirements under any law, rule, regulation, order, or judgment, license, agreement or other restriction of any governmental authority relating to the environment, pollution, contamination, or the disposal, storage, and discharge of hazardous or toxic substances into the environment.

"**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time.

"**ERISA Affiliate**" means any person, trade or business (whether or not incorporated) that, together with any Transaction Party, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA or, solely for purposes of Section 302 of ERISA and Section

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412 of the Code, is treated as a single employer under Sections 414 and 430 of the Code.

"**ERISA Event**" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued under ERISA with respect to a Plan (other than an event for which the notice period is waived, whether or not such automatic waiver is hereafter eliminated); (b) any failure to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to any Plan, whether or not waived in accordance with Section 412(c) of the Code or Section 302(c) of ERISA; (c) the incurrence by a Transaction Party or any of their ERISA Affiliates of any liability under Title IV of ERISA other than PBGC premiums due but not delinquent under Section 4007 of ERISA; (d) a determination that any Plan is, or is expected to be, in "at risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (e) the receipt by a Transaction Party or any of their ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Multiemployer Plan or to appoint a trustee to administer any such plan; (f) a withdrawal or partial withdrawal by a Transaction Party or any of their ERISA Affiliates from any Plan or Multiemployer Plan; (g) the receipt by a Transaction Party or any of their ERISA Affiliates of any notice that a Multiemployer Plan is, or is expected to be, "insolvent" (within the meaning of Section 4245 of ERISA), or in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (h) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a variance from the minimum funding standards with respect to any Plan; (i) the requirement that a Plan provide a security pursuant to Section 436(f) of the Code; (j) any Transaction Party or any ERISA Affiliate engages in a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA and Section 4975 of the Code for which such Transaction Party or ERISA Affiliate is a "disqualified person" (within the meaning of Section 4975 of the Code) or with respect to which any Transaction Party or any ERISA Affiliate could otherwise be liable; (k) the institution of proceedings under Section 4042 of ERISA by the PBGC for the termination of, or the appointment of a trustee to administer, any Plan; (l) the receipt by any Transaction Party or any ERISA Affiliate of any notice that a Multiemployer Plan is insolvent, within the meaning of Title IV of ERISA; or (m) the institution of a proceeding by a fiduciary of any Multiemployer Plan to enforce Section 515 of ERISA which proceeding is not dismissed within 30 days.

"**EUR**" means the single currency of those member states of the European Union participating in European Monetary Union and, for all payments to be made in EUR hereunder, means funds which are for same day settlement in such currency.

"**EURIBOR01 Page**" means the display designated as the Euribor01 Page on the service provided by Thomson Reuters or its successor (or such other display as may replace it on such service or as may be nominated by Thomson Reuters or its successor for the purpose of displaying Euribor Rates or such other commercially available source providing quotations of Euribor Rates as designated by EDC from time to time).

"**Euribor Rate**" means, for any Interest Period, (a) the rate per year appearing on the applicable EURIBOR01 Page at approximately 11:00 a.m., Brussels time, on the day that is 2 Euro Banking Days preceding the first day of such Interest Period, for the applicable period referenced in this Agreement; or (b) if the rate referenced in the preceding Subsection (a) does not appear on such page or service or such page or service will cease to be available, then the rate per year determined by EDC to be the average (rounded upwards if necessary to the nearest one sixteenth of one per cent) of the respective rates, as notified by each Reference Bank, at which deposits in EUR are offered by each such Reference Bank to prime banks in the European inter-bank market at approximately 11:00 a.m., Brussels time, 2 Brussels Banking Days prior to the beginning of such Interest Period for the applicable period referenced in this Agreement in an amount comparable to the amount of the advance; provided that if any such rate is less than zero, Euribor Rate will be deemed to be a minimum of zero.

"**Euro Banking Days**" means every day on which the TARGET System is operating credit or transfer instructions for payments in EURO.

"**Financial Crime Laws**" means (a) Sanctions laws, and (b) laws with respect to bribery and corruption, money laundering and terrorist financing, and fraud.

"**Floor**" means zero percent (0%).

"**Foreign Plan**" means any employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA), program, policy, arrangement or agreement maintained or contributed to by any Transaction Party or any subsidiary of any Transaction Party with respect to employees employed outside the United States (other than any governmental arrangement).

"**Interest Expense**" means, for the relevant period, the aggregate expense for interest, commissions, discounts and other fees and charges incurred in connection with commitment fees, net costs or net benefits under rate swap agreements and

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the portion of any interest expense payable with respect to Capitalized Lease Obligations.

"**Interest Period**" means (i) for each advance, the period commencing on and including the date on which that advance is made and ending on and including the date before the next Interest Payment Date and (ii) for other amounts in default, the period commencing on and including the date of default and ending on and including the date before the next Interest Payment Date and (iii) subsequently, in each case, the period commencing on and including an Interest Payment Date and ending on and including the date before the next Interest Payment Date.

"**KYC Requirements**" means all of EDC's financial crime, "know your customer" and other similar checks and identification procedures, as well as those required under all applicable laws and regulations, in relation to the Transaction Parties, the advances and with respect to all relevant counterparties (as determined by EDC in its sole discretion).

"**Lien**" means any mortgage, lien, claim, pledge, hypothecation, encumbrance, charge or other security interest granted or arising by operation of law with respect to the property of any person or any preferential arrangement that has the effect of security for any debt, liability or other obligations.

"**Minimum Actionable Amount**" means USD100,000.

"**Multiemployer Plan**" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which any Transaction Party or any ERISA Affiliate makes or is obligated to make contributions or during the preceding six (6) years, has made or been obligated to make contributions.

"**PBGC**" means the United States Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"**Periodic Term SOFR Determination Day**" has the meaning set forth in the definition of "Term SOFR".

"**Permitted Liens**" means:

(i) carrier's, warehousemen's, mechanic's, materialmen's, repairmen's and other like Liens, arising both by operation of law and in the ordinary course of business;

(ii) capital leases that attach only to the assets which are the subject of such capital leases;

(iii) Liens created on property at the time of its purchase as security for its purchase price, and any renewal of such liens so long as it is limited to the original property and financed purchase price of such property;

(iv) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not detract from the value of the affected property or interfere with the ordinary conduct of the business of any Transaction Party;

(v) banker's liens, rights of set-off or similar rights to deposit accounts or the funds maintained with a creditor depository institution;

(vi) Liens in favour of EDC;

(vii) Liens which are subject to the terms of the Intercreditor Agreement;

(viii) Liens existing on the date of this Agreement which have been subordinated to the satisfaction of EDC; and

(ix) Liens referenced in the "Security" Section of this Agreement.

"**Plan**" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Transaction Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"**Prime Rate**" means, on any day on which such rate is determined, the variable annual rate of interest established and adjusted by Royal Bank of Canada from time to time as a reference rate for the purposes of determining rates of interest it will charge on commercial loans denominated in CAD and made in Canada.

"**Reference Banks**" means the principal offices of any four (4) of Bank of America, Citibank, N.A., Credit Suisse First Boston, Deutsche Bank AG, HSBC, JP Morgan Chase Bank and UBS AG.

"**Sanctions**" means economic or financial sanctions laws administered, enacted or enforced by any Sanctions Authority, including any restriction on EDC's or its affiliates' ability to

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conduct business with any person in any country relevant to the transaction.

"**Sanctions Authority**" means (a) Canada, (b) United Nations, (c) United States, or the respective governmental institutions, agencies and subdivisions of any of the foregoing, or any sanctions authority in any other relevant jurisdiction.

"**SOFR**" means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"**Term SOFR**" means, for any Interest Period, the Term SOFR Reference Rate for a tenor comparable to such Interest Period on the day (such day, the "**Periodic Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Change in Market with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and *provided*, *further*, that if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"**Term SOFR Adjustment**" has the meaning attributed to it in the "Facility Details" section of this Agreement.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by EDC in its reasonable discretion).

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR.

"**Transaction Documents**" means this Agreement, the Security Documents, the Payments Postponement and Subordination Agreements, if any, and all agreements and documents delivered to EDC in connection with the transactions contemplated in the Transaction Documents.

"**Transaction Parties**" means the Borrower and, if any, each Guarantor and "**Transaction Party**" means any one of them.

"**USD**" means the currency of the United States of America.

"**U.S. Government Securities Business Day**" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"**US Prime Rate**" means, on any day on which such rate is determined, the variable annual rate of interest established and adjusted by Citibank N.A. from time to time as a reference rate for the purposes of determining rates of interest it will charge on commercial loans denominated in USD and made in Canada.

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SCHEDULE B – STANDARD REPRESENTATIONS AND WARRANTIES

Each Transaction Party (unless otherwise indicated) represents and warrants (such representations and warranties to be continually repeated so long as any amounts remain outstanding, unless otherwise indicated), that:

(a) **Existence**. It is duly incorporated or organized and validly existing under the laws of its Jurisdiction of Incorporation/Formation.

(b) **Corporate Power; No Violation**. The entering into, delivery and performance by it of the terms of the Transaction Documents to which it is a party and of each related document:

(i) are within its powers and have been duly authorized by all necessary action; and

(ii) are not in violation of any applicable law or its constating documents.

(c) **Execution; Enforceability**. The Transaction Documents to which it is a party:

(i) have been duly executed and delivered by it; and

(ii) constitute its direct, legal, valid and binding obligations, enforceable against it in accordance with their respective terms subject only to bankruptcy, insolvency, and other laws relating to creditors' rights generally and to general principles of equity.

(d) **Information**. All information delivered to EDC is complete and accurate. The financial statements delivered to EDC present fairly in all material respects its financial condition and the results of its operations for the period covered and there has been no material adverse change in its financial condition or operations since that date or any event which could reasonably be expected to constitute a material adverse change.

(e) **Authorization**. All authorizations required in connection with its execution and delivery of the Transaction Documents to which it is a party, its performance of the terms of such Transaction Documents and the validity, enforceability and admissibility in evidence of such Transaction Documents, have been, prior to the first advance, obtained and are in full force and effect.

(f) **No Material Litigation**. Other than as disclosed to EDC in writing prior to the date of this Agreement, there are no legal proceedings pending or, so far as is known to it, threatened, which could materially adversely affect its condition, financial or otherwise, its operations or its ability to perform its obligations under any of the Transaction Documents.

(g) **Compliance with Laws**. It is in compliance with all applicable laws and requirements of governmental authorities (including Environmental Laws and Financial Crime Laws) except to the extent the failure to so comply (other than in the case of Financial Crime Laws) would not reasonably be expected to have a material adverse change on: (i) its condition, financial or otherwise; (ii) its ability to perform its obligations under the Transaction Documents; or (iii) the legality, validity or enforceability of the Transaction Documents to which it is a party or the rights and remedies available to EDC under the Transaction Documents.

(h) **Solvent**. It is solvent and able to pay its debts as they become due, it has capital sufficient to carry on its business, and it will not become insolvent after giving effect to the transactions contemplated in the Transaction Documents to which it is a party.

(i) **Collateral**. In respect of the collateral described in the Security Documents to which it is a party, if any:

(i) it is, or will be prior to the first advance, the sole beneficial owner of such collateral, free and clear of any Liens, except for Permitted Liens; and

(ii) the security interest granted under the Security Documents has been validly created and will, when registered or filed, constitute a perfected security interest at the ranking required by the "Security" Section of this Agreement.

(j) **Sanctions Laws**. It, its directors and officers, and, to the best of its knowledge having made due and careful enquiry, its Affiliates, employees and agents, are in compliance with Sanctions.

(k) **ERISA and other U.S.-Specific Representations and Warranties**.

(i) No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in liabilities to any Transaction Party or any ERISA Affiliate exceeding the Minimum Actionable Amount or otherwise have a material adverse effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan by an amount exceeding the Minimum Actionable Amount;

(ii) no Transaction Party or subsidiary of a Transaction Party is an "investment

company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company," within the meaning of the Investment Company Act of 1940, as amended, and the applicable regulations under such Act;

(iii) no Transaction Party or subsidiary of a Transaction Party owns any margin securities, and none of the proceeds of the advances will be used for the purpose of purchasing or carrying any margin securities or for the purpose of reducing or retiring any indebtedness that was originally incurred to purchase any margin securities or for any other purpose not permitted by Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time;

(iv) the successful operation and financial condition of each of the Transaction Parties and their ERISA Affiliates is dependent on the continued successful performance of the functions of the group of the Transaction Parties and their ERISA Affiliates as a whole and the successful operation of each of the Transaction Parties and their ERISA Affiliates is dependent on the successful performance and operation of each other Transaction Party. Each Transaction Party expects to derive benefit (and its board of directors or other governing body has determined that it may reasonably be expected to derive benefit), directly and indirectly, from (A) successful operations of each of the other Transaction Parties and (B) the credit extended by EDC to the Borrower under this Agreement, both in their separate capacities and as members of the group of companies and their ERISA Affiliates. Each Transaction Party has determined that execution, delivery, and performance of any Transaction Documents to be executed by such Transaction Party is within its purpose, will be of direct and indirect benefit to such Transaction Party, and is in its best interest;

(v) no Transaction Party or subsidiary of a Transaction Party (i) produces, designs, tests, manufactures, fabricates, or develops one or more “critical technologies,” (ii) performs the functions as set forth in appendix A to 31 C.F.R. Part 800 with respect to “covered investment critical infrastructure,” or (iii) maintains or collects, directly or indirectly, “sensitive personal data” of United States citizens, in each case as such terms are defined in 31 C.F.R. Part 800. Neither the execution, delivery or performance of any Transaction Document, nor the making or borrowing of loan(s) under this Agreement, nor the granting of security as contemplated by the Transaction Documents, nor any of the other transactions contemplated by any Transaction Documents is subject to a mandatory declaration pursuant to 31 C.F.R. § 800.401; and

(vi) to the extent applicable, each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable requirements of law and has been maintained, where required, in good standing with applicable regulatory authorities, except to the extent that the failure so to comply could not reasonably be expected, either individually or in the aggregate, to have a material adverse change on any Transaction Party or any ERISA Affiliate. Neither any Transaction Party nor any of their respective subsidiaries has incurred any material obligation in connection with the termination of or withdrawal from any Foreign Plan. The present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan that is funded, determined as of the end of the most recently ended fiscal year of any Transaction Party or subsidiary, as applicable, on the basis of actuarial assumptions, each of which is reasonable, did not exceed the current value of the property of such Foreign Plan by a material amount, and for each Foreign Plan that is not funded, the obligations of such Foreign Plan are properly accrued.

SCHEDULE C – STANDARD COVENANTS

Each Transaction Party (unless otherwise indicated) covenants and agrees to:

(a) **Notices**. Promptly notify EDC of the occurrence of any Event of Default or of any event that with notice, lapse of time or a determination under this Agreement would constitute an Event of Default.

(b) **Authorizations**. Obtain and maintain in force all authorizations necessary for carrying out its business generally or required in connection with the execution and delivery of the Transaction Documents to which it is a party, its performance of the terms of such Transaction Documents and the validity, enforceability and admissibility in evidence of such Transaction Documents.

(c) **Taxes**. Pay when due all taxes payable by it.

(d) **Compliance with Laws**. Comply with all applicable laws relating to it and its business, including, any Environmental Laws, any Financial Crime Laws and laws relating to pension funds and pension plans maintained by it except to the extent the failure to so comply (other than in the case of Financial Crime Laws) would not reasonably be expected to have a material adverse change on: (i) its condition, financial or otherwise; (ii) its ability to perform its obligations under the Transaction Documents; or (iii) the legality, validity or enforceability of the Transaction Documents to which it is a party or the rights and remedies available to EDC under the Transaction Documents.

(e) **Know Your Customer Requirements**. Promptly upon the request of EDC from time to time, supply, or procure the supply of, such documentation and other evidence as EDC may reasonably request in order for EDC to carry out its ongoing "know your customer" review and be satisfied that it has complied with all of its KYC Requirements. Without limiting the generality of the foregoing, if:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(ii) any change in EDC's financial crime, "know your customer" and other similar checks and identification procedures;

(iii) any change in the status of the Borrower or any Guarantor(s) after the date of this Agreement; or

(iv) a proposed assignment or transfer by EDC of any of its rights and/or obligations under this Agreement to another party,

obliges EDC (or, in the case of paragraph (iv) above, any prospective new lender) to comply with KYC Requirements in circumstances where the necessary information is not already available to EDC or such prospective new lender, then each Transaction Party will promptly upon the request of EDC or any prospective new lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested in order for EDC or, in the case of the event described in paragraph (iv) above, any prospective new lender to carry out and be satisfied it has complied with KYC Requirements in connection with the transactions contemplated in this Agreement and with respect to all relevant counterparties (as determined by EDC or such lender).

(f) **Further Assurances**. At its own cost and expense, deliver to EDC all such documents and do all such acts as EDC may reasonably require to carry out the purpose of this Agreement or to enable EDC to exercise and enforce its rights under any Transaction Document.

(g) **Use of Proceeds**. Use the advances made under this Agreement solely for the Purpose. It will not use the proceeds, contribute or otherwise make available the proceeds for any purpose which is prohibited under Financial Crime Laws.

(h) **Collateral**. In respect of the collateral described in the Security Documents to which it is a party, if any, comply with the following covenants:

(i) it will maintain and preserve it in good repair and working order;

(ii) it will promptly notify EDC of any loss of or damage to the collateral;

(iii) it will promptly notify EDC of any change in its name or the location of its chief executive office; and

(iv) it will maintain a perfected security interest in the collateral at the ranking required by the "Security" Section of this Agreement; and

(v) it agrees that no Liens (other than Permitted Liens) will exist over the collateral described in the Security Documents.

(i) **Fundamental Changes**. Not amalgamate, merge or consolidate with any other person (each a "**Merger**") without the prior written consent of EDC, provided that it may enter a Merger where all of the following conditions have been met: (i) it is the surviving entity; (ii) immediately after giving effect to such Merger, no Event of Default or event that with notice, lapse of time or a determination under this Agreement would constitute an Event of Default will exist; (iii) such Merger would not have a material adverse effect on: (A) its condition, financial or otherwise; (B) its ability to perform its obligations under the Transaction

Documents; or (C) the legality, validity or enforceability of the Transaction Documents to which it is a party or the rights and remedies available to EDC under the Transaction Documents; and (iv) such Merger would not result in a change of Control.

(k) **Sanctions**. It, its directors, and officers will not, and it will take all reasonable steps to ensure that its Affiliates, employees and agents will not, engage, directly or indirectly, in any activity which is prohibited under Sanctions (unless any such activity is conducted in compliance with a permit, certificate or other approval issued under the Sanctions).

(l) **Source of Repayment**. It will take such actions as may be necessary so that no funds used to repay any obligation under any Transaction Document are derived from business or transactions in violation of Financial Crime Laws.

(m) **ERISA**. It will furnish to EDC prompt written notice of the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liabilities owed by any Transaction Party or any ERISA Affiliate exceeding the Minimum Actionable Amount.

SCHEDULE D – STANDARD EVENTS OF DEFAULT

The occurrence of any one or more of the following events constitutes an Event of Default:

(a) **Payment**. The non-payment when due of any sum payable under this Agreement.

(b) **Insolvency**. If any Transaction Party is unable generally to pay its debts as they fall due or suspends making payments on all or any class of its debts or announces an intention to do so or begins negotiations with one or more creditors with a view to rescheduling any of its indebtedness.

(c) **Bankruptcy or Similar Proceedings**. If a proceeding is commenced, by or against any Transaction Party, seeking any relief under any law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up, or composition or adjustment of debts or any similar law, or for the appointment of a receiver, trustee or other person with similar powers, or if any such person is privately appointed pursuant to any agreement, however, if any proceeding is taken against a Transaction Party, it will not constitute an Event of Default if it is dismissed, stayed or withdrawn within 45 days of the commencement of such proceeding.

(d) **Disposal of Assets**. If any Transaction Party disposes of all or a substantial part of its assets or ceases all or a substantial part of its business operations without the prior written consent of EDC.

(e) **Disposal of Collateral**. If any Transaction Party disposes of all or, except in the ordinary course of its business, any part of the collateral described in the Security Documents, if any, without the prior written consent of EDC or if all or any part of such collateral is seized.

(f) **Cross Default**. If any Transaction Party is in default under any one or more loans or guarantees to which it is a party and such default continues beyond any applicable grace period.

(g) **Representations and Warranties**. If any representation or warranty made in any Transaction Document or in any related document is materially incorrect or misleading when made.

(h) **Authorizations**. If any Transaction Party fails to obtain or maintain in force any authorization which is necessary to fulfill its obligations under the Transaction Documents.

(i) **Invalidity/Unenforceability**. If any Transaction Document or any of its material provisions cease to be valid, binding or enforceable against any Transaction Party.

(j) **Material Adverse Effect**. If any other event or circumstance occurs which would reasonably be expected to have a material adverse effect on any Transaction Party's ability to perform any of its obligations under the Transaction Documents.

(k) **Failure to Perform**. If any Transaction Party breaches any provision of any Transaction Document not already an Event of Default specified in this Schedule which, in the reasonable opinion of EDC, can be remedied and is not remedied within 30 days of the breach.

(l) **Loss of Priority**. If EDC ceases to have a valid and perfected security interest at the rank required by this Agreement in the collateral described under the Security Documents, if any.

(m) **Change in Control**. If there is any change in Control of any Transaction Party.

(n) **Guarantee Termination**. If, pursuant to article 2362 of the *Civil Code of Quebec*, any Guarantor delivers notice to EDC invoking its right to terminate its Guarantee prior to repayment in full of the indebtedness under this Agreement, or any Guarantor takes any action to seek to invalidate its obligations under its Guarantee.

(o) **ERISA**. If an ERISA Event shall have occurred, in respect of any Transaction Party or their ERISA Affiliates, that, in the opinion of EDC, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in liability of the Transaction Parties or their ERISA Affiliates in an aggregate amount exceeding the Minimum Actionable Amount.

SCHEDULE E – STANDARD GENERAL TERMS AND CONDITIONS

Each Transaction Party agrees to the following additional provisions:

Advances. An irrevocable request for advance substantially in the form attached to this Agreement ("**Request for Advance**") must be submitted, not later than 11:00 a.m. Ottawa time, 3 Business Days in the case of CAD and USD loans and 4 Business Days in the case of EUR loans before the date of any proposed advance, unless otherwise agreed by EDC.

If an advance is made in the 20 days prior to an Interest Payment Date, the principal and the interest on the said advance will be payable by the Borrower on the second Interest Payment Date following such advance.

Principal Installments. If applicable, each installment of principal will be equal to the result obtained by dividing the principal advanced and not overdue by the number of installments then remaining to be paid. The last installment will be in the amount necessary to repay in full all advances then outstanding.

Interest. Interest on outstanding principal will be calculated and payable in arrears.

Subject to applicable law, default interest on amounts due and payable but unpaid will be paid by the Borrower on demand at the rate referenced in the "Interest Rate" Section of this Agreement increased by 2% per year and compounded on each Interest Payment Date from the date of payment default and while such default continues, as well as before and after demand and/or judgment.

Even if otherwise indicated in this Agreement, the Borrower will not be obligated to make any payment of interest payable to EDC under this Agreement in excess of the amount or rate that would result in the receipt by EDC of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)). If the making of any payment by the Borrower would result in a payment being made that is in excess of such amount or rate, EDC will determine the payment or payments that are to be reduced or refunded, as the case may be, so that such result does not occur.

Interest and Fees Calculation. Interest and Commitment Fees will be calculated on the basis of the actual number of days elapsed divided by 365 for Prime Rate and US Prime Rate loans and 360 for Term SOFR loans, Euribor Rate loans and fixed rate loans. The actual yearly rate of interest and, if applicable, Commitment Fees is calculated by multiplying the said rate by the actual number of days in the year divided by 365 for Prime Rate and US Prime Rate loans and 360 for Term SOFR loans and Euribor Rate loans.

Application of Payments. All payments made under any Transaction Document (other than a voluntary prepayment pursuant to the "Voluntary Prepayment" Section of this Agreement) will be applied first to all amounts other than principal and interest then due and payable in such order as EDC may elect, then to interest due and payable, then to principal due and payable, and lastly to prepayment of installments of principal in inverse order of maturity.

Amounts voluntarily prepaid pursuant to the "Voluntary Prepayment" Section of this Agreement will be applied against the outstanding installments of principal in inverse order of their maturity.

For term facilities, any amounts repaid or prepaid may not be re-borrowed.

Right to Retain. EDC will be entitled to retain from any advance, such fees, expenses or other amounts due and unpaid by the Borrower.

Payments. All amounts payable to EDC under any Transaction Document will be paid without set-off, compensation or counterclaim not later than 11:00 a.m. Ottawa time on the day such payment is due and in funds which are for same-day settlement, at such institution and to such account as EDC may from time to time notify the Borrower.

The Borrower agrees, within 5 Business Days of EDC's request, to execute a Pre-Authorized Debit Agreement, in form and substance satisfactory to EDC (a "**PAD Agreement**"), authorizing deductions from the Borrower's bank account of regular recurring installments of principal, interest, and/or fees payable from time to time arising under this Agreement or in the event that the Borrower makes installment payments to EDC through a third party (the "**Third Party Payor**"), the Borrower will cause such Third Party Payor to execute a PAD Agreement authorizing deductions from the Third Party Payor's bank account, it being understood that any such payments by the Third Party Payor will be deemed to be payments made by the Borrower under this Agreement. Further, if the Third Party Payor also acts as Guarantor, no such payments made by the Third Party Payor under a PAD Agreement will constitute a payment under its Guarantee.

If a day on which an amount is due is not a Business Day, such amount will be deemed to be due on the next occurring Business Day.

Judgment Currency. The obligation of a Transaction Party under any Transaction Document to make payments in the Facility Currency will not be discharged or satisfied by any

payment or recovery expressed in or converted into any other currency if EDC receives less than the full amount of the Facility Currency payable to it under any Transaction Document. The Transaction Parties will pay EDC such additional amount necessary to ensure that the amount received by EDC is not less than the full amount of the Facility Currency payable to EDC under any Transaction Document, and such amount will be due as a separate debt and will not be affected by judgment being obtained for any other sums due under any Transaction Document.

Events of Default – Remedies. If an Event of Default has occurred, EDC (i) is under no obligation to make any advances, and (ii) EDC may declare all or part of the indebtedness of the Borrower under this Agreement to be immediately due and payable, at which point the same will become immediately due and payable without any further demand or notice of any kind; provided that if an Event of Default described in paragraph (c) of Schedule D has occurred, all indebtedness of the Borrower under this Agreement will automatically become and be immediately due and payable without any further demand or notice of any kind. Any exercise, failure to exercise or delay in exercising by EDC of any right or remedy under any Transaction Document will not be a waiver of, or will not prejudice, any other rights or remedies to which EDC may be entitled for any Event of Default or event that with notice, lapse of time or a determination would constitute an Event of Default.

Further Actions After Event of Default. At any time after an Event of Default has occurred, whether or not continuing, promptly upon any request therefor by EDC, each Transaction Party will, and will cause each of its respective subsidiaries to, cooperate with EDC in making a submission to the Committee on Foreign Investment in the United States ("**CFIUS**") for review of any transactions in shares or assets that has arisen or may thereafter arise from the occurrence of such Event of Default or any other Event of Default, pursuant to the CFIUS regulations at 31 C.F.R. Part 800 et seq., and in all phases of the consideration by CFIUS of such submission.

Illegality. If, at any time, it is or becomes illegal (in the reasonable opinion of EDC) under the laws of any jurisdiction for EDC to perform, fund or maintain the loan under this Agreement, including any illegality due to Sanctions or if EDC is advised in writing by a Sanctions Authority that penalties will be imposed by a Sanctions Authority as a result of such loans, any other business or financial relationship with any Transaction Party or their Affiliates, then EDC will promptly so notify the Borrower and (i) EDC will have no obligation to make any further advances under this Agreement, and (ii) any outstanding amounts under this Agreement will become immediately due and payable.

Changes in Market. Even if otherwise indicated in this Agreement, where, on or prior to the determination of Adjusted Term SOFR or the Euribor Rate for any Interest Period, EDC determines in its sole discretion that (each, a "**Change in Market**"): (a) the Euribor Rate does not appear on the EURIBOR01 Page, or the relevant page or service is not available, or EDC for any other reason determines that, by reason of circumstances affecting the European interbank market, or otherwise, the "Euribor Rate" cannot be determined pursuant to the definition thereof (including the components thereof); (b) the Adjusted Term SOFR cannot be determined pursuant to the definition thereof (including the components thereof); (c) the Adjusted Term SOFR, the Euribor Rate or any rate used to determine either of them is no longer being quoted as a benchmark rate, or is being quoted as a benchmark rate but the use of such rate is no longer desirable for EDC; or (d) the use of Adjusted Term SOFR or the Euribor Rate is no longer the prevailing practice for EDC; then EDC will as soon as practicable notify the Borrower that a Change in Market has occurred and of the terms of a substitute basis for continuing the loans under this Agreement, including the basis and manner for calculating interest thereon will be retroactive to the beginning of the Interest Period for which Adjusted Term SOFR or the Euribor Rate was to be determined and will apply to all Interest Periods for all loans after the notification by EDC, and the provisions of this Agreement will be amended to reflect such terms of the substitute basis. The Borrower will either execute any documents requested by EDC to reflect such amendment, or it will notify EDC of its intention to repay all advances. If the Borrower provides notice to repay, then (i) EDC will have no obligation to make any further advances under this Agreement, and (ii) any outstanding amounts under this Agreement will become due and payable on the date so notified.

Joint and Several. Where more than one party is liable as Borrower or Guarantor for any obligation under or in connection with this Agreement or any other Transaction Document, then the liability of each such party for such obligation is joint and several (solidary) with each other such party.

Evidences of Indebtedness. The loan accounts maintained by EDC in the name of any Transaction Party will be *prima facie* evidence (in the absence of manifest error) of the indebtedness to EDC under this Agreement.

Taxes. If any Transaction Party is required by law to deduct or withhold taxes from any payment to EDC made under this Agreement, (i) the sum payable by such Transaction Party will be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, EDC receives the sum it would have received had no such deduction or withholding been made, (ii) the Transaction Party shall make such deductions or withholdings, and (iii) the Transaction Party shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable laws.

Costs and Expenses. The Borrower will reimburse EDC or parties retained by EDC, within 30 days of EDC's request, for

all of EDC's (and its independent legal counsel's): (i) reasonable and documented fees, costs and expenses (including travel costs) incurred for the preparation, consularization, translation, negotiation, execution, amendment or waiver under any Transaction Document; and (ii) fees, costs and expenses incurred for any discharge of security and/or enforcement of, or the preservation of rights under any Transaction Document.

Accounting Terms. Each accounting term used in this Agreement, unless otherwise defined, will have the meaning ascribed to it in the Generally Accepted Accounting Principles of Canada or the United States of America or the International Financial Reporting Standards, existing on the date of this Agreement. All financial statements and/or reports required to be delivered under this Agreement will be prepared using one of the above-mentioned principles or standards. Any changes to such principles or standards or in the manner they are interpreted or applied, which affects the calculation of financial covenants and ratios referenced in this Agreement will not apply without the consent of EDC.

Confidentiality/Disclosure. EDC agrees that it will keep confidential and not disclose any non-public information supplied to it by any Transaction Party in connection with this Agreement, provided that nothing will limit, and each Transaction Party consents to, the disclosure of any such information (a) to the extent required by law, statute, rule, regulation, court order or judicial process or as Canada's export credit agency, by Canada's or EDC's international commitments, including in relation to the World Trade Organization's Agreement on Subsidies and Countervailing Measures; (b) to counsel for EDC; (c) to bank examiners, advisors, agents, auditors, consultants or accountants; (d) in connection with any litigation or enforcement activity or other action relating to any Transaction Document, or the transactions contemplated by any Transaction Document to which EDC is a party; (e) to any party with or through whom EDC enters or proposes to enter into any kind of transfer, participation, sub-participation or assignment of, or to any party who would otherwise become directly or indirectly entitled to, EDC's rights and benefits under this Agreement or under any other Transaction Document or to successors of EDC; (f) to any actual or prospective party to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payment under this Agreement; or (g) required to be disclosed pursuant to EDC's Disclosure Policy being the name of each Transaction Party, the EDC financial service provided and date of this Agreement, a general description of the transactions/project (including country) and the amount of EDC support in an approximate dollar range.

Further, in the event of an enquiry regarding EDC's support of, or in the face of allegations of wrongdoing or criminal activity related to, the transactions contemplated by any Transaction Document or any Transaction Party, each Transaction Party acknowledges that EDC may choose to disclose the non-credit due diligence EDC conducted in connection with the transactions contemplated by any Transaction Document, including details regarding EDC's risk assessment processes and any mitigation measures required by EDC in order to support such transactions. To the extent such disclosure includes EDC's confirmation of, or reliance upon, the existence and implementation of any Transaction Party's relevant policies/practices/procedures, each Transaction Party consents to such disclosure at that time. Each Transaction Party also acknowledges that EDC may request our consent to make further specific disclosures related to the transactions contemplated by any Transaction Document or any Transaction Party, such as the content of any specific non-credit due diligence or remediation performed or required by any Transaction Party, should EDC deem such further disclosures to be beneficial. For clarity, no Transaction Party is providing consent on behalf of any third/unrelated party.

Notice. Any notice, demand, request, waiver, consent, or any other similar communication under this Agreement must be in writing to be effective and will be hand-delivered or sent by registered mail or email to the addresses for notice appearing under each party's signature, or at such other address or email as either party may notify the other in writing. Any such communication delivered by hand or by registered mail will be deemed to have been given and received the earlier of actual receipt and 7 days after posting. Any communication delivered by email will be deemed to have been given and received on the day of transmission unless such day is not a Business Day, in which case the following Business Day. In this section, "Business Day" means a day in the recipient's jurisdiction when banks are generally open for public business.

Assignment. This Agreement will be binding upon the parties and their respective successors and assigns. No Transaction Party may assign or transfer any part of its rights or obligations under the Transaction Documents to which it is a party without the prior written consent of EDC.

Amendments. No Transaction Document nor any provision of any such Transaction Document may be waived, amended or modified except pursuant to an agreement in writing.

Severability. Any provision of any Transaction Document held to be invalid, illegal or unenforceable in any applicable jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions of such Transaction Document.

Counterpart. The Transaction Documents may be executed in any number of counterparts, and the parties agree that receipt by portable document format (pdf) of an executed copy of a Transaction Document will be deemed to be receipt of an original.

English Language. The parties expressly required that the Transaction Documents will be in the English language. Further, all related documents and communications will also be in the English language or be accompanied by an English translation certified by a licensed translator to be complete and correct. *Les parties aux présentes ont expressément requis que cette convention de prêt ainsi que tout document qui s'y rapporte seront rédigés en langue anglaise.*

Entire Agreement. The Transaction Documents constitute the entire understanding among the parties and supersede any and all prior written or oral understanding

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Appendix V

CREDIT AGREEMENT

dated as of November 15, 2024

by and among

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA,
as Lender

and

GOOD NATURED PRODUCTS INC.,
as the Borrower

and

THE SUBSIDIARIES OF THE BORROWER PARTY HERETO,
as Guarantors

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT is entered into as of November 15, 2024 by and among GOOD NATURED PRODUCTS INC., a corporation incorporated under the *Business Corporations Act* (British Columbia) (the "Borrower"), CERTAIN SUBSIDIARIES OF THE BORROWER PARTY HERETO and each entity that may hereafter become party hereto as a Guarantor (individually, a "Guarantor" and collectively, "Guarantors") and WELLS FARGO CAPITAL FINANCE CORPORATION CANADA ("Lender").

The parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms shall have the following definitions:

"Accounting Changes" means changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the International Accounting Standards Board (or successor thereto or any agency with similar functions).

"Adjusted Daily Simple CORRA" means, for any day (a "CORRA Rate Day"), a rate per annum equal to the greater of (a) the sum of (i) CORRA for the day (such day, a "CORRA Determination Day") that is five (5) Business Days prior to (A) if such CORRA Rate Day is a Business Day, such CORRA Rate Day or (B) if such CORRA Rate Day is not a Business Day, the Business Day immediately preceding such CORRA Rate Day, in each case, as such CORRA is published by the CORRA Administrator on the CORRA Administrator's Website; provided that if by 3:00 p.m. (Toronto time) on the second (2nd) Business Day immediately following any CORRA Determination Day, CORRA in respect of such CORRA Determination Day has not been published on the CORRA Administrator's Website and a Canadian Benchmark Replacement Date with respect to Adjusted Daily Simple CORRA has not occurred, then CORRA for such CORRA Determination Day will be CORRA as published in respect of the first preceding Business Day for which such CORRA was published on the CORRA Administrator's Website; provided further that CORRA as determined pursuant to this proviso shall be utilized for purposes of calculation of Adjusted Daily Simple CORRA for no more than three (3) consecutive CORRA Rate Days and (ii) the CORRA Adjustment, and (b) the Floor. Any change in Adjusted Daily Simple CORRA due to a change in CORRA shall be effective from and including the effective date of such change in CORRA without notice to the Borrower.

"Adjusted Daily Simple SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Daily Simple SOFR for such calculation plus (b) the Daily Simple SOFR Adjustment.

"Affiliate" means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of Equity Interests, by contract, or otherwise; provided, that, for purposes of the definition of Eligible Accounts and Section 6.10: (a) if any Person owns directly or indirectly 10% or more of the Equity Interests having ordinary voting power for the election of directors or equivalent governing body of a Person, then both such Persons shall be Affiliates of each other, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

"Agreement" means this Credit Agreement.

"Anti-Corruption Laws" means: (a) the Canadian Economic Sanctions and Export Control Laws, (b) the U.S. Foreign Corrupt Practices Act of 1977, (c) the U.K. Bribery Act 2010, and (c) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which any member of the Loan Party Group is located or doing business.

"Anti-Money Laundering Laws" means applicable laws or regulations in any jurisdiction in which any member of the Loan Party Group is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, including, without limitation, Canadian Anti-Money Laundering & Anti-Terrorism Legislation.

"Applicable Margin" means, as of any date of determination 3.50% per annum.

"Authorized Person" means any one of the individuals identified as an officer of a Loan Party or any other individual identified by the Borrower in writing as an authorized person and authenticated through Lender's electronic platform or portal in accordance with its procedures for such authentication.

"Availability Block" means the amount set forth in the following table for the applicable period set forth opposite thereto:

Applicable Amount ($)	Applicable Period
125,000	January 1, 2025 to January 31, 2025
250,000	February 1, 2025 to February 29, 2025
375,000	March 1, 2025 to March 31, 2025
500,000	April 1, 2025 to April 30, 2025
625,000	May 1, 2025 to May 31, 2025
750,000	June 1, 2025 to June 30, 2025
875,000	July 1, 2025 to July 31, 2025
1,000,000	August 1, 2025 to August 31, 2025
1,125,000	September 1, 2025 to September 30, 2025
1,250,000	October 1, 2025 to October 31, 2025
1,375,000	November 1, 2025 to November 30, 2025
1,500,000	December 1, 2025 to December 31, 2025
1,625,000	January 1, 2026 to January 31, 2026
1,750,000	February 1, 2026 to February 28, 2026
1,875,000	March 1, 2026 to March 31, 2026
2,000,000	April 1, 2026 and at all times afterwards

"Bank Product" means any one or more of the following financial products or accommodations provided by Lender or its Affiliates to a Loan Party: (a) credit cards (including commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards")), (b) payment card processing services, (c) debit cards, (d) stored value cards, (e) any cash management or related services, including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other cash management arrangements, or (f) transactions under Hedge Agreements.

"Bank Product Obligations" means all obligations, liabilities, reimbursement obligations, fees, or expenses owing by a Loan Party to Lender or any of its Affiliates pursuant to or in connection with a Bank Product and irrespective of whether for the payment of money, and whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

"Bankruptcy Code" means Title 11 of the United States Code.

"Base Rate" means the greater of (a) the Federal Funds Rate plus 1/2%, and (b) the rate of interest announced, from time to time, within Lender at its principal office in San Francisco as its "prime rate" for US Dollar commercial loans made in the United States, with the understanding that the "prime rate" is one of Lender's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Lender may designate (and, if any such announced rate is less than zero, then the rate determined pursuant to this clause (b) shall be deemed to be zero).

"Base Rate Loan" means each portion of the Revolving Loans that bears interest at a rate determined by reference to the Base Rate.

"Benefit Plan" means a "defined benefit plan" (as defined in Section 3(35) of ERISA) for which any Loan Party or any of its Subsidiaries or ERISA Affiliates has been an "employer" (as defined in Section 3(5) of ERISA) within the past six years.

"Borrower" has the meaning set forth in the preamble to this Agreement.

"Borrowing Base" means, as of any date of determination, the result of:

(a) 85% multiplied by the amount of Eligible Accounts subject to sublimits with respect to any category of Eligible Accounts as set forth in the definition thereof; plus

(b) the least of: (i) 75% multiplied by the Value of Eligible Inventory at such time, (ii) 85% of the Net Recovery Percentage in the most recent appraisal of Eligible Inventory that is acceptable to Lender multiplied by the Value of such Eligible Inventory at such time, and (iii) the greater of $6,250,000 or 50% of the Revolving Loan Limit at such time, subject to sublimits with respect to any category of Eligible Inventory as set forth in the definition thereof; plus

(c) Equipment Availability at such time, less

(d) Reserves, less

(e) the Availability Block.

"Borrowing Base Certificate" means a certificate setting forth the calculation of the Borrowing Base in the form provided by Lender to the Borrower, as such form, subject to the terms hereof, may from time to time be modified by Lender, which is duly completed (including all schedules thereto) and delivered by or on behalf of the Borrower to Lender.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to close in the Province of British Columbia, except that, if a determination of a Business Day shall relate to a SOFR Loan, the term "Business Day" also shall exclude any day on which banks are closed for dealings in New York City.

"Canadian Anti-Money Laundering & Anti-Terrorism Legislation" means the *Criminal Code*, R.S.C. 1985, c. C-46, *The Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, S.C. 2000, c. 17 and the *United Nations Act*, R.S.C. 1985, c.U-2 or any similar Canadian legislation, together with all rules, regulations and interpretations thereunder or related thereto including, without limitation, the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism and the United Nations Al-Qaida and Taliban Regulations promulgated under the United Nations Act.

"Canadian Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Floor, (b) Adjusted Daily Simple CORRA, plus 1.0% (provided that clause (b) shall not be applicable during any period in which Adjusted Daily Simple CORRA is unavailable, unascertainable or illegal), and (c) the "prime rate" for Canadian Dollar commercial loans made in Canada as reported by Reuters under Reuters Instrument Code <CAPRIME=> on the "CA Prime Rate (Domestic Interest Rate) – Composite Display" page (or any successor page or such other commercially available service or source (including the Canadian Dollar "prime rate" announced by a Schedule I bank under the *Bank Act* (Canada)) as the Lender may designate from time to time). Each determination of the Canadian Base Rate shall be made by the Lender and shall be conclusive in the absence of manifest error. Any change in the Canadian Base Rate due to a change in the foregoing rate shall be effective as of the opening of business on the effective day of such change.

"Canadian Base Rate Loan" means each portion of the Revolving Loans that bears interest at a rate determined by reference to the Canadian Base Rate.

"Canadian Benchmark" means, initially, Adjusted Daily Simple CORRA; provided that if a Canadian Benchmark Transition Event has occurred with respect to Adjusted Daily Simple CORRA or the then-current Canadian Benchmark, then "Canadian Benchmark" means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.7(b).

"Canadian Benchmark Administrator" means, initially, the Bank of Canada, or any successor administrator of the then-current Canadian Benchmark or any insolvency or resolution official with authority over such administrator.

"Canadian Benchmark Replacement" means the sum of: (a) the alternate rate of interest that has been selected by Lender as the replacement for the then-current Canadian Benchmark; and (b) the spread adjustment or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Lender, in each case, giving due consideration to (i) any selection or recommendation by the Canadian Relevant Governmental Body at such time for a replacement rate, the mechanism for determining such a rate, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such rate, or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then-current Canadian Benchmark, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such alternate rate for Canadian dollar-denominated syndicated or bilateral credit facilities at such time; provided, that, if the Canadian Benchmark Replacement as determined as provided above would be less than zero, then the Canadian Benchmark Replacement shall be deemed to be zero.

"Canadian Benchmark Replacement Conforming Changes" means, with respect to any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, prepayment provisions, and other technical, administrative or operational matters) that Lender decides may be appropriate to reflect the adoption and implementation of such Canadian Benchmark Replacement and to permit the administration

thereof by Lender in a manner substantially consistent with market practice (or, if Lender decides that adoption of any portion of such market practice is not administratively feasible or if Lender determines that no market practice for the administration of the Canadian Benchmark Replacement exists, in such other manner of administration as Lender decides is reasonably necessary in connection with the administration of this Agreement).

"Canadian Benchmark Replacement Date" means the earlier to occur of the following events with respect to the then-current Canada Benchmark:

(a) in the case of clause (a) of the definition of "Canadian Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the Canadian Benchmark Administrator permanently or indefinitely ceases to provide the Canadian Benchmark; or

(b) in the case of clause (b) of the definition of "Canadian Benchmark Transition Event", the first date on which the Canadian Benchmark has been determined and announced by the regulatory supervisor for the Canadian Benchmark Administrator to be no longer representative of underlying markets; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (b) and even if the Canadian Benchmark continues to be provided on such date.

"Canadian Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Canadian Benchmark: a public statement or publication of information by or on behalf of the Canadian Benchmark Administrator or a regulatory supervisor for the Canadian Benchmark Administrator announcing that (a) the Canadian Benchmark Administrator has ceased or will cease to provide the Canadian Benchmark permanently or indefinitely or (b) the Canadian Benchmark is no longer representative.

"Canadian Benchmark Unavailability Period" means, if a Canadian Benchmark Transition Event and its related Canadian Benchmark Replacement Date have occurred with respect to the then-current Canadian Benchmark and solely to the extent that the Canadian Benchmark has not been replaced with a Canadian Benchmark Replacement, the period (a) beginning at the time that such Canadian Benchmark Replacement Date has occurred if, at such time, no Canadian Benchmark Replacement has replaced the Canadian Benchmark for all purposes hereunder in accordance with Section 2.7(b) and (b) ending at the time that a Canadian Benchmark Replacement has replaced the Canadian Benchmark for all purposes hereunder pursuant to Section 2.7(b).

"Canadian Benefit Plan" means any plan, fund, program, or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, under which any Loan Party has any liability with respect to any employee or former employee, but excluding any Canadian Pension Plan.

"Canadian Defined Benefit Plan" means any Canadian Pension Plan which contains a "defined benefit provision" as defined in subsection 147.1(1) of the *Income Tax Act* (Canada).

"Canadian Dollar" or "Cdn$" means the lawful currency of Canada.

"Canadian Economic Sanctions and Export Control Laws" means, any Canadian laws, regulations or orders governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures, including the *Special Economic Measures Act* (Canada), the *United Nations Act* (Canada), the *Freezing Assets of Corrupt*

Foreign Officials Act (Canada), Part II.1 of the *Criminal Code* (Canada) and the *Export and Import Permits Act* (Canada), and any related regulations.

"Canadian Pension Plan" means each "registered pension plan" (as such term is defined in the *Income Tax Act* (Canada)) established, maintained or contributed to by any Loan Party for its or any of its current or previous Affiliates' employees or former employees and includes for greater certainty each "target benefit provision" and each "multi-employer plan" as defined in the *Pension Benefits Standards Act* (British Columbia) or any pension plan governed by the *Supplemental Pension Plans Act* (Québec) or similar legislation of any other applicable federal or provincial jurisdiction (or any successor statute), as amended from time to time, and includes all regulations thereunder, but shall not include the Canada Pension Plan (CPP) as maintained by the government of Canada or the Quebec Pension Plan (QPP) as maintained by the government of Quebec or the Ontario Retirement Pension Plan.

"Canadian Relevant Governmental Body" means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

"Capital Expenditures" means, with respect to any Person for any period, the amount of all expenditures by such Person during such period that are capital expenditures as determined in accordance with GAAP.

"Capital Lease" means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"Cash Management Bank" has the meaning set forth in Section 5.9.

"CCAA Order" means the Order of the British Columbia Supreme Court approving (i) the transaction set out in the Purchase Agreement pursuant to which the Hilco Purchaser shall subscribe for all Equity Interests in the Borrower, (ii) that certain excluded assets, liabilities and encumbrances shall be vested out of the Borrower and its subsidiaries; and (iii) the deemed discharge of all court-ordered charges granted in the proceedings of the Borrower under the Companies' Creditors Arrangement Act, other than as against ResidualCo (as defined in the Subscription Agreement); and (iv) deeming the proceedings of the Borrower and its subsidiaries under the Companies' Creditors Arrangement Act terminated and terminating all stays of proceedings in favour of the Borrower and its affiliates.

"Change in Law" means the occurrence after the date of this Agreement, in each case other than in respect of tax, of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation, judicial ruling, judgment or treaty or in the administration, interpretation, implementation or application by any Governmental Authority of any law, rule, regulation, guideline or treaty, (c) any new, or adjustment to, requirements prescribed by the Board of Governors of the Federal Reserve System (or any successor) for "Eurocurrency Liabilities" (as defined in Regulation D of the Board of Governors of the Federal Reserve System), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority and related in any manner to SOFR, or (d) the making or issuance by any Governmental Authority of any request, rule, guideline or directive, whether or not having the force of law; provided, that, notwithstanding anything in this Agreement to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the

United States or Canadian or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Change of Control" means: (a) the consummation of any transaction, the result of which is that any "person" (as such term is used in the *Securities Act* (British Columbia)), (other than Hilco Trading LLC (the "Permitted Holder"), or its affiliates and successors) becomes the beneficial owner, directly or indirectly, of more than 35% of the Equity Interests entitled (without regard to the occurrence of any contingency) to vote for the election of members of the board of directors of the Borrower, or (b) the Borrower fails to own and control, directly or indirectly, 100% of the Equity Interests of each other Loan Party.

"Closing Date" means the earlier of the date of the making of the initial Revolving Loans or issuance of the initial Letter of Credit under this Agreement.

"Collateral" means all assets and interests in assets and proceeds thereof now owned or hereafter acquired by any Person in or upon which a Lien is granted, or is purported to be granted, by such Person to Lender under any of the Loan Documents.

"Collection Account" means each deposit account of a Loan Party identified on Schedule 5.9 as a collection account and such other deposit accounts as may be established after the Closing Date which are subject to a Control Agreement in accordance with the terms hereof in each case used exclusively to receive payments on accounts and proceeds of other Collateral.

"Commitment" means the commitment of Lender to make Revolving Loans or otherwise provide any credit or services to the Borrower under this Agreement.

"Compliance Certificate" means a certificate in the form provided by Lender to the Borrower, as such form, subject to the terms hereof, may from time to time be modified by Lender, which is duly completed (including all schedules thereto), and delivered by or on behalf of the Borrower to Lender.

"Control Agreement" means a control agreement, in form and substance reasonably satisfactory to Lender, executed and delivered by a Loan Party, Lender, and the applicable securities intermediary (with respect to a securities account) or bank (with respect to a deposit account).

"CORRA" means the Canadian Overnight Repo Rate Average administered by the CORRA Administrator.

"CORRA Administrator" means the Bank of Canada (or a successor administrator of CORRA, as selected by Lender in its reasonable discretion).

"CORRA Administrator's Website" means the Bank of Canada's website, currently at https://www.bankofcanada.ca, or any successor source for the Canadian Overnight Repo Rate Average identified as such by the CORRA Administrator from time to time.

"CORRA Adjustment" means a percentage equal to 0.295% per annum.

"CORRA Determination Day" has the meaning specified in the definition of "Adjusted Daily Simple CORRA".

"CORRA Loan" means a Loan that bears interest at a rate based on Adjusted Daily Simple CORRA.

"CORRA Rate Day" has the meaning specified in the definition of "Adjusted Daily Simple CORRA".

"Credit Facility" means the Revolving Loans provided to or for the benefit of the Borrower pursuant to Section 2.1 or other financial accommodations provided for under the Loan Documents.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day, a "SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Date, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website; provided, that, if Daily Simple SOFR determined as provided above would be less than zero, then Daily Simple SOFR shall be deemed to be zero. If by 5:00 p.m. (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"Daily Simple SOFR Adjustment" means, with respect to Daily Simple SOFR, .10% (10 basis points).

"Default Rate" means, for any Obligation (including, to the extent permitted by law, interest not paid when due), two percent (2.00%) per annum plus the interest rate otherwise applicable thereto, or in the case of the Letter of Credit fee, two percent (2.00%) per annum above the per annum rate otherwise applicable thereto.

"Dollars" or "$" means the lawful currency of the United States.

"Drawing Document" means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer generated communication.

"EBITDA" means, with respect to any fiscal period and with respect to the Borrower determined, in each case, on a consolidated basis in accordance with GAAP, (a) the consolidated net income (or loss), for such period, minus (b) without duplication, the sum of the following amounts for such period to the extent included in determining consolidated net income (or loss) for such period: (i) unusual or non-recurring gains, and (ii) interest income, plus (c) without duplication, the sum of the following amounts for such period to the extent deducted in determining consolidated net income (or loss) for such period: (i) non-cash unusual or non-cash non-recurring losses, (ii) Interest Expense, (iii) income taxes, (iv) depreciation and amortization and (v) any extraordinary charges up to Cdn$ 2,500,000 or such higher amount as Lender agrees in its sole discretion.

"EDC" means Export Development Canada.

"EDC Indebtedness" means indebtedness of the Loan Parties to EDC pursuant to an Amending Agreement dated November 15, 2024.

"Eligible Accounts" has the meaning set forth in Schedule 1.1(a).

"Eligible Inventory" has the meaning set forth in Schedule 1.1(b).

"Eligible Purchased Equipment" has the meaning set forth in Schedule 1.1(c).

"Equipment Availability" means the lesser of: (i) 85% of the Net Recovery Percentage in the most recent appraisal of Eligible Purchased Equipment that is acceptable to Lender multiplied by the Value of such Eligible Purchased Equipment and (ii) $3,522,356, reduced as of the first day of each month commencing with January 1, 2025, by $60,314.58 (which amounts shall not be further adjusted or reborrowed against).

"Equity Interests" means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock or partnership, limited liability company, unlimited liability company or other equity ownership or profit interests or units, preferred stock, or any other "security" (as defined in the STA).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute thereto.

"ERISA Affiliate" means (a) any Person subject to ERISA whose employees are treated as employed by the same employer as the employees of any Loan Party or its Subsidiaries under IRC Section 414(b), (b) any trade or business subject to ERISA whose employees are treated as employed by the same employer as the employees of any Loan Party or its Subsidiaries under IRC Section 414(c), (c) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any organization subject to ERISA that is a member of an affiliated service group of which any Loan Party or any of its Subsidiaries is a member under IRC Section 414(m), or (d) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any Person subject to ERISA that is a party to an arrangement with any Loan Party or any of its Subsidiaries and whose employees are aggregated with the employees of such Loan Party or its Subsidiaries under IRC Section 414(o).

"Event of Default" has the meaning set forth in Section 8.1.

"Excess Availability" means, as of any date of determination, the amount, as determined by Lender, equal to: (a) the lesser of: (i) the Borrowing Base and (ii) the Revolving Loan Limit, minus, without duplication, (b) the amount of Revolving Loans and Letter of Credit Usage.

"Excluded Swap Obligation" means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guaranty of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act (7 U.S.C. § 1 et seq.), and any successor statute or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) due to such Loan Party's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (7 U.S.C. § 1 et seq.), and any successor statute and the regulations thereunder at the time the guaranty of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement

governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a recipient or required to be withheld or deducted from payment to a recipient, (a) Taxes imposed on or measured by net income (however denominated and, for greater certainty, including the Canada Recovery Dividend), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or its lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of the Lender with respect to an applicable interest in a Loan or Commitment pursuant to a Law in effect on the date on which (i) a Lender acquires such interest in the Loan or Commitment or (ii) a Lender changes its lending office, except in each case to the extent that amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to a Lender immediately before it changed its lending office, (c) Canadian federal withholding Taxes imposed on a payment as a result of having been made to a recipient that, at the time of making such payment, (i) is a person with which a Loan Party does not deal at arm's length (for the purposes of the *Income Tax Act* (Canada)), or (ii) is a "specified shareholder" (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of a Loan Party or does not deal at arm's length (for the purposes of the *Income Tax Act* (Canada)) with such a "specified shareholder" (d) Taxes attributable to such recipient's failure to comply with Section 2.4(k) and (e) any withholding Taxes imposed pursuant to FATCA.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Lender from three Federal funds brokers of recognized standing selected by it (and, if any such rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

"Fixed Charge Coverage Ratio" means, with respect to any fiscal period and with respect to any Person and its Subsidiaries determined on a consolidated basis in accordance with GAAP, the ratio of (a) EBITDA for such period minus Unfinanced Capital Expenditures made (to the extent not already incurred in a prior period) or incurred during such period, to (b) Fixed Charges for such period.

"Fixed Charges" means, with respect to any fiscal period and with respect to any Person and its Subsidiaries, determined on a consolidated basis in accordance with GAAP, the sum, without duplication, of (a) Interest Expense required to be paid (other than interest paid-in-kind, amortization of financing fees, and other non-cash Interest Expense) during such period, (b) scheduled principal payments in respect of Indebtedness that are required to be paid during such period, (c) all federal, state, provincial, territorial, and local income taxes required to be paid during such period, and (d) all Restricted Payments paid (whether in cash or other property, other than common Equity Interests) during such period.

"Floor" means 0% per annum.

"GAAP" means generally accepted accounting principles as in effect from time to time in Canada, consistently applied (including International Financial Reporting Standards).

"Governing Documents" means, with respect to any Person, the certificate and articles of incorporation, amalgamation or continuance, notice of articles, certificate of formation, by-laws, articles,

memorandum of association, limited liability company agreement, operating agreement or other organizational or governing documents of such Person.

"Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, county, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or pertaining to, government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" means any present and future Subsidiary of the Loan Parties that at any time guarantees all or any portion of the Obligations.

"Guarantee" means a guarantee, in form and substance satisfactory to the Lender, of the Obligations at any time executed and delivered by a Loan Party in favour of Lender.

"Hedge Agreement" means (a) any and all rate swap transactions, forward rate transactions, forward rate transactions, interest rate options, forward foreign exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transactions is governed by a or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any international foreign exchange master agreement, or any other master agreement, including any such obligations or liabilities under any such master agreement and its related schedules, in each case for the purpose of hedging the exposure to interest rate or foreign currency valuations.

"Hilco Indebtedness" means indebtedness of the Loan Parties to HUK 147 Limited pursuant to a letter loan agreement dated as of November 15, 2024.

"Hilco Purchaser" means HUK 149 Limited, a private limited company formed under the laws of the United Kingdom.

"Indebtedness" as to any Person means (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products, (c) all obligations of such Person as a lessee under Capital Leases, (d) all obligations or liabilities of others secured by a Lien on any asset of such Person, irrespective of whether such obligation or liability is assumed, (e) all obligations of such Person to pay the deferred purchase price of assets (other than trade payables incurred in the ordinary course of business and repayable in accordance with customary trade practices and, other than royalty payments payable in the ordinary course of business in respect of non-exclusive licenses), (f) all monetary obligations of such Person owing under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the Hedge Agreement were terminated on the date of determination), and (g) any obligation of such Person guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (f) above. For purposes of this definition, (i) the amount of any Indebtedness represented by a guarantee or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness which is limited or is non-recourse to a Person or for which recourse is limited to an

identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation.

"Indemnified Taxes" means (i) taxes (including, for greater certainty any interest and penalties in respect thereof), other than Excluded Taxes, imposed on or with respect to any payment made by or an account of any obligation of a Loan Party under any Loan Document, and (ii) to the extent not otherwise described in (i), Other Taxes.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-Up and Restructuring Act (Canada), the Canada Business Corporations Act (Canada), the *Business Corporations Act* (British Columbia) or under any other federal, state provincial, or territorial bankruptcy or insolvency law, assignments for the benefit of creditors, receivership proceedings (whether court or privately appointed), interim receivership proceedings, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking liquidation, reorganization, winding-up, arrangement, or other similar relief, including any proceeding for the compromise or arrangement of creditor claims pursuant to arrangement or reorganization of under any corporate statute.

"Intercreditor Agreement" means the intercreditor agreement dated November 15, 2024 among the Lender, TD, Royal Bank of Canada, EDC, HUK 147 Limited and the Borrower.

"Interest Expense" means, for any period, the aggregate of the interest expense of a Person and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"Investment" means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, capital contributions (excluding (a) commission, travel, and similar advances to officers and employees of such Person made in the ordinary course of business, and (b) bona fide accounts receivable arising in the ordinary course of business), or acquisitions of Indebtedness, Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustment for increases or decreases in value, or write-ups, write-downs, or write-offs with respect to such Investment.

"IRC" means the Internal Revenue Code of 1986, as in effect from time to time.

"ISP" means, with respect to any Letter of Credit, the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any version or revision thereof accepted by Lender for such use.

"Issuer Document" means, with respect to any Letter of Credit, a letter of credit application, a letter of credit agreement, or any other document, agreement or instrument entered into (or to be entered into) by Borrower in favour of Lender or any Underlying Issuer pursuant to which Lender or such Underlying Issuer agrees to issue, amend, or extend a Letter of Credit (or arrange for same on behalf of Borrower), or pursuant to which Borrower agrees to reimburse Lender for all Letter of Credit Disbursements, each such application and related agreement to be in the form specified by Lender from time to time.

"Lender" has the meaning set forth in the preamble to this Agreement.

"Lender Expenses" has the meaning set forth in Section 5.12.

"Lender Payment Account" means such account of Lender as Lender may from time to time designate in writing to the Borrower as the Lender Payment Account for purposes of the Loan Documents.

"Letter of Credit" has the meaning set forth in Section 2.3.

"Letter of Credit Collateralization" means either (a) providing cash collateral (pursuant to documentation reasonably satisfactory to Lender (including that Lender has a first priority perfected Lien in such cash collateral), including provisions that specify that the Letter of Credit Fees and all commissions, fees, charges and expenses provided for in Section 2.3(i) of this Agreement (including any fronting fees) and the Issuer Documents will continue to accrue while the Letters of Credit are outstanding) to be held by Lender for the benefit of Lender in an amount equal to 103% of the then existing Letter of Credit Usage, (b) delivering to Lender documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to Lender or any Underlying Issuer, terminating all of such beneficiaries' rights under the Letters of Credit, or (c) providing Lender with a standby letter of credit, in form and substance reasonably satisfactory to Lender, from a commercial bank acceptable to Lender (in its sole discretion) in an amount equal to 103% of the then existing Letter of Credit Usage (it being understood that the Letter of Credit Fee and all fronting fees set forth in this Agreement and the Issuer Documents will continue to accrue while the Letters of Credit are outstanding and that any such fees that accrue must be an amount that can be drawn under any such standby letter of credit).

"Letter of Credit Disbursement" means a payment made by Lender or an Underlying Issuer pursuant to a Letter of Credit or pursuant to any Reimbursement Undertaking.

"Letter of Credit Fee" has the meaning set forth in Schedule 2.5.

"Letter of Credit Indemnified Costs" has the meaning specified therefor in Section 2.3(d) of this Agreement.

"Letter of Credit Related Person" has the meaning specified therefor in Section 2.3(d) of this Agreement.

"Letter of Credit Usage" means, as of any date, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit, and (b) the aggregate amount of outstanding reimbursement obligations with respect to Letters of Credit which remain unreimbursed or which have not been paid through a Revolving Loan.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, hypothec, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or instalment sale contract other title retention agreement, the interest of a lessor under a Capital Lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

"Loan Account" has the meaning set forth in Section 2.4(e).

"Loan Documents" means this Agreement, the Control Agreements, each Borrowing Base Certificate, each Security Agreement, each Guarantee, any note or notes executed by the Borrower in connection with this Agreement and payable to Lender, any subordination agreement, and any other instrument or agreement entered into, now or in the future, by any Loan Party in connection with this Agreement (but specifically excluding agreements for Bank Products).

"Loan Party" means the Borrower or any Guarantor.

"Loan Party Group" means (a) each Loan Party, (b) any Affiliate or Subsidiary of any Loan Party, and (c) any officer, director or agent acting on behalf of any of the parties referred to in items (a) or (b) with respect to the Credit Facility.

"Management Consultant" means Ernst & Young LLP.

"Margin Stock" as defined in Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

"Material Adverse Effect" means (a) a material adverse effect in the business, operations, results of operations, assets, liabilities or financial condition of the Loan Parties, taken as a whole, (b) a material impairment of the ability of Loan Parties to perform their obligations under the Loan Documents to which they are a party or of Lender's ability to enforce the Obligations or realize upon the Collateral (other than as a result of an action taken or not taken that is solely in the control of Lender), or (c) a material impairment of the enforceability or priority of the Liens of Lender with respect to all or a material portion of the Collateral.

"Material Amount" means $2,000,000.

"Material Contract" means, with respect to any Person, (a) each contract or agreement to which such Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by such Person or such Subsidiary of $3,000,000 or more in any fiscal year (other than purchase orders or supply agreements with customers in the ordinary course of the business of such Person or such Subsidiary), and (b) all other contracts or agreements, the loss or termination of which could reasonably be expected to result in a Material Adverse Effect.

"Material Indebtedness" means Indebtedness (other than the Revolving Loans) of a Loan Party in an aggregate principal amount exceeding the Material Amount. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of a Loan Party in respect of any Hedge Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that a Loan Party would be required to pay if such Hedge Agreement were terminated at such time.

"Maturity Date" means November 15, 2026.

"Monitor" has the meaning set out in the Purchase Agreement.

"Monitor's Certificate" has the meaning set out in the Purchase Agreement.

"Monthly Average Excess Availability" means, for any one calendar month period commencing on the first day of the month of such period, the daily average of the Excess Availability for such period.

"Net Recovery Percentage" means, as of any date of determination, the percentage of the book value of the inventory of the Borrower that is estimated to be recoverable in an orderly liquidation of such inventory net of all associated costs and expenses of such liquidation, such percentage to be determined as to each category of inventory and to be as specified in the most recent appraisal that is received by, and acceptable to, Lender.

"Obligations" means (a) all loans (including the Revolving Loans), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of

whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), premiums, liabilities (including all amounts charged to any Loan Account), obligations (including reimbursement and indemnification obligations with respect to Letters of Credit whether or not contingent), fees, expenses (and any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, and all covenants and duties of any other kind and description owing by any Loan Party arising out of, under, pursuant to, in connection with, or evidenced by any Loan Document and whether or not for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due, and all other expenses or other amounts that any Loan Party is required to pay or reimburse by the Loan Documents or by law or otherwise in connection with the Loan Documents, and (b) all Bank Product Obligations, provided, that, notwithstanding anything to the contrary contained herein, the Obligations shall exclude any Excluded Swap Obligation. Without limiting the generality of the foregoing, the Obligations include the obligation to pay (i) the principal of the Revolving Loans, (ii) interest accrued on the Revolving Loans, (iii) the amount necessary to reimburse Lender for amounts paid or payable pursuant to Letters of Credit, (iv) Letter of Credit commissions, fees (including fronting fees) and charges, (v) Lender Expenses, (vi) fees payable under any Loan Document, and (vii) indemnities and other amounts payable by any Loan Party under any Loan Document. Any reference in this Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations of the Obligations, both prior and subsequent to any Insolvency Proceeding.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Other Connection Taxes" means, with respect to any recipient, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such tax (other than connections arising solely from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any loan).

"Other Taxes" means all present or future stamp, court or documentary taxes and any other similar taxes which arise from any payment made under any Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document, except Other Connection Taxes

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001, as amended).

"Payment Conditions" means, at the time of determination with respect to any specified transaction or payment, the following:

(a) as of the date of any such transaction or payment, and after giving effect thereto, no Event of Default shall exist;

(b) as of the date of any such transaction or payment, and after giving effect thereto, either:

(i) the Excess Availability for the immediately preceding 30 consecutive day period shall be not less than the greater of (x) 30% of the Revolving Loan Limit and (y) $3,750,000, and after giving effect to the transaction or payment, on a pro forma basis using the most recent calculation of the Borrowing Base immediately prior to any such payment or transaction, the Excess Availability shall be not less than the greater of such amounts; or

(ii) both (A) the Excess Availability for the immediately preceding 30 consecutive day period shall be not less than the greater of (x) 20.0% of the Revolving Loan Limit and (y) $2,500,000, and after giving effect to the transaction or payment, on a pro forma basis using the most recent calculation of the Borrowing Base immediately prior to any such payment or transaction, the Excess Availability shall be not less than the greater of such amounts, and (B) as of the date of any such transaction or payment, and after giving effect thereto, on a pro forma basis, the Fixed Charge Coverage Ratio for the immediately preceding 4 consecutive fiscal quarters ending on the last day of the applicable fiscal period prior to the date of such payment or transaction for which financial statements are required to have been delivered to Lender (with any such payment treated as a Fixed Charge as of the last day of the applicable 4 quarter period for purposes of calculating the Fixed Charge Coverage Ratio under this clause (ii) and as calculated for any subsequent proposed payment) shall be at least 1.10 to 1.00;

(c) Lender shall have received not less than five Business Days' prior written notice of the proposed payment or transaction (or such shorter period as determined by Lender) and such information with respect thereto as Lender may reasonably request, including (i) the proposed date and amount of the payment and (ii) a description of the transaction or event giving rise to such payment and the proposed date of the consummation of such payment or transaction; and

(d) Lender shall have received a certificate of an Authorized Person of the Borrower certifying as to compliance with the preceding clauses and demonstrating (in reasonable detail) the calculations required thereby.

"Perfection Certificate" means that certain perfection certificate dated as of the Closing Date by the Loan Parties in favour of Lender

"Permitted Discretion" means a determination made in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

"Permitted Dispositions" means each of the following:

(a) sales, abandonment, or other dispositions of equipment that is substantially worn, damaged, or obsolete or no longer used or useful in the ordinary course of business and leases or subleases of Real Property not useful in the conduct of the business of a Loan Party;

(b) sales of inventory to buyers in the ordinary course of business;

(c) the use or transfer of money in a manner that is not prohibited by the terms of any Loan Document;

(d) the licensing, on a non-exclusive basis, of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business;

(e) the granting of Permitted Liens;

(f) the sale or discount, in each case without recourse, of accounts receivable (other than Eligible Accounts) arising in the ordinary course of business, but only in connection with the compromise or collection thereof;

(g) any involuntary loss, damage or destruction of property;

(h) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(i) the making of Restricted Payments that are expressly permitted to be made pursuant to this Agreement;

(j) the making of Permitted Investments;

(k) the lapse, abandonment or other disposition of patents, trademarks, copyrights, and other intellectual property rights that are not material and are no longer used or useful in any material respect in the business of a Loan Party and do not appear on and are not otherwise affixed to or incorporated in any inventory or necessary in connection with the books and records of a Loan Party or do not have any material value;

(l) transfers and dispositions between Loan Parties;

(m) sales or other dispositions of assets of a Loan Party not otherwise described in the provisions set forth in this definition, provided, that, as to any such sale or other disposition, each of the following conditions is satisfied: (i) as of the date of such sale or other disposition, and after giving effect thereto, no Event of Default exists, (ii) each such sale is an arms' length transaction and the applicable Loan Party receives at least the fair market value of the assets disposed of, (iii) the consideration received in cash by the applicable Loan Party at the time of the consummation of the transaction consists of at least the greater of (i) 50% of the total consideration received from of the assets disposed of and (ii) the unamortized portion of the assets disposed of, (iv) the aggregate amount of the consideration received from all assets sold or disposed of permitted under this clause (l) shall not exceed the Material Amount in any fiscal year of a Loan Party, (v) such transaction does not involve the sale or other disposition of any accounts, inventory, intellectual property or Equity Interests, and (vi) the cash proceeds from any such sale or other disposition (net only of reasonable and customary direct costs related thereto and amounts required to be applied to any Permitted Indebtedness secured by such assets as a result of such sale or other disposition) shall be applied in accordance with Section 2.4(d)(ii).

"Permitted Indebtedness" means:

(a) the Obligations;

(b) Indebtedness as of the Closing Date set forth on Schedule 6.1 and any refinancing or replacement of such Indebtedness, provided (i) the principal amount of such Indebtedness shall not be increased from the principal amount outstanding at the time of such refinancing and (ii) the party refinancing or replacing such Indebtedness enters into the Intercreditor Agreement, if applicable, or enters into such other third party arrangements as were entered into between the original lender and the Lender;

(c) Indebtedness (including under any Capital Lease) arising after the Closing Date to the extent secured by Liens on equipment or Real Property acquired after the Closing Date in an aggregate outstanding principal amount not to exceed $6,500,000 at any time; provided that, (i) such Liens do not apply to any property of a Loan Party other than specific items of equipment or Real Property, (ii) the Indebtedness secured thereby does not exceed the cost of the applicable equipment or Real Property, as the case may be and (iii) as of the date any such Indebtedness is incurred and after giving effect thereto, no Event of Default shall exist;

(d) Indebtedness arising in connection with the endorsement of instruments or other payment items for deposit and unsecured Indebtedness incurred in respect of netting services, overdraft protection, and other like services, in each case, incurred in the ordinary course of business;

(e) Indebtedness of a Loan Party in respect of bid, payment and performance bonds, workers' compensation claims, unemployment insurance, health, disability and other employee benefits or property, casualty or liability insurance, or guarantees of the foregoing types of Indebtedness, in the ordinary course of business and consistent with current practices as of the Closing Date;

(f) the incurrence by any Loan Party of Indebtedness under Hedge Agreements entered into with Lender or any of its Affiliates that is incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes;

(g) Indebtedness incurred in the ordinary course of business in respect of credit cards, credit card processing services, debit cards, stored value cards, commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards"), or any cash management or related services;

(h) Subordinated Indebtedness that is the EDC Indebtedness or the Hilco Indebtedness; provided, that, (i) such Indebtedness shall have a maturity date that is at least 45 days after the Maturity Date, (ii) the aggregate principal amount of such Indebtedness shall not exceed Cdn$7,000,000 in respect of the Hilco Indebtedness and U.S.$2,500,000 in respect of the EDC Indebtedness outstanding at any time, and (iii) such Indebtedness is subject to the Intercreditor Agreement;

(i) the TD Indebtedness provided it is subject to the Intercreditor Agreement;

(j) the RBC Indebtedness provided it is subject to the Intercreditor Agreement;

(k) Indebtedness owing between Loan Parties;

(l) guarantees of a Loan Party in respect of Permitted Indebtedness of another Loan Party;

(m) unsecured Indebtedness incurred after the Closing Date and not otherwise specifically described in this definition so long as each of the following conditions is satisfied: (i) such Indebtedness shall have a maturity date that is at least 91 days after the Maturity Date, and (ii) the aggregate principal amount of all such Indebtedness outstanding at any time shall not exceed $2,500,000.

"Permitted Investments" means each of the following:

(a) Investments of a Loan Party consisting of (i) cash, (ii) securities issued, guaranteed or insured by the government of Canada or any province, or the United States of America or any state, maturing not more than one year from the date of acquisition thereof, and (iii) term deposits, certificates of deposit or overnight bank deposits having maturities of not more than six months from the date of acquisition issued by any commercial bank organized under the laws of Canada or the United States or any state thereof;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party effected in the ordinary course of business or owing to any Loan Party as a result of Insolvency Proceedings involving an account debtor or upon the foreclosure or enforcement of any Lien in favour of a Loan Party;

(e) Investments owned by any Loan Party on the Closing Date and set forth on Schedule 6.9;

(f) Equity Interests or other securities acquired in connection with the satisfaction or enforcement of Indebtedness or claims due or owing to a Loan Party (in Insolvency Proceedings of customers or suppliers or otherwise outside the ordinary course of business) or as security for any such Indebtedness or claims;

(g) deposits of cash made in the ordinary course of business to secure performance of operating leases;

(h) loans and advances to employees and officers of a Loan Party in the ordinary course of business for any business purpose and in an aggregate amount not to exceed 50% of the Material Amount outstanding at any one time; and

(i) Investments resulting from Bank Products permitted under clause (f) and clause (g) of the definition of Permitted Indebtedness.

"Permitted Liens" means:

(a) Liens granted to, or for the benefit of, Lender to secure the Obligations;

(b) Liens for unpaid taxes, assessments, or other governmental charges or levies that either (i) are not yet past due, or (ii) do not have priority over the Liens of Lender and the underlying taxes, assessments, or charges or levies are being contested in good faith by appropriate proceedings diligently pursued and available to a Loan Party, which proceedings (or orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the property subject to any such Lien and with respect to which adequate reserves have been set aside on its books in accordance with GAAP;

(c) judgment Liens in connection with court proceedings that do not constitute an Event of Default; provided, that, (i) such Liens are being contested in good faith by appropriate proceedings diligently pursued and available to a Loan Party, in each case prior to the commencement of foreclosure or other similar proceedings, which proceedings (or orders entered in connection with such proceeding) have the effect of preventing the forfeiture or sale of the property subject to any such Lien, and (ii) adequate reserves or other appropriate provision, if any, as are required by GAAP have been made therefor;

(d) Liens existing on the Closing Date that are set forth on Schedule 6.2;

(e) the interests of lessors under operating leases and non-exclusive licensors under license agreements;

(f) Liens on equipment and Real Property arising after the Closing Date to secure Indebtedness permitted under clause (c) of the definition of Permitted Indebtedness, whether such Indebtedness is assumed or incurred by a Loan Party;

(g) Liens arising by operation of law in favour of warehousemen, landlords, carriers, mechanics, materialmen, laborers, or suppliers, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either (i) are for sums not yet past due, or (ii) are being contested

in good faith by appropriate proceedings diligently pursued and available to a Loan Party, in each case prior to the commencement of foreclosure or other similar proceedings, which proceedings (or orders entered in connection with such proceeding) have the effect of preventing the forfeiture or sale of the property subject to any such Lien and with respect to which adequate reserves or other appropriate provision, if any, as are required by GAAP have been made therefor;

(h) Liens on cash deposited to secure a Loan Party's obligations in connection with worker's compensation or other unemployment insurance, or to secure obligations in connection with the making or entering into of bids, tenders, or leases in the ordinary course of business and not in connection with the borrowing of money or Liens on cash deposited to secure its reimbursement obligations with respect to surety or appeal bonds obtained in the ordinary course of business;

(i) with respect to any Real Property, easements, rights of way, and zoning restrictions that do not materially interfere with or impair the use or operation thereof;

(j) the reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Crown of any real property or any interest therein or in any comparable grant in jurisdictions other than Canada, provided they do not reduce the value of the assets of the person or materially interfere with the use of such assets in the operation of the business of the person

(k) Liens given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operation of the business or the ownership of the assets of the person;

(l) servicing agreements, development agreements, site plan agreements, subdivision agreements and other agreements with Governmental Authorities pertaining to the use or development of any of the assets of the person, provided same are complied with and do not reduce the value of the assets of the person or materially interfere with the use of such assets in the operation of the business of the person including, without limitation, any obligations to deliver letters of credit and other security as required;

(m) applicable municipal and other governmental restrictions, including municipal by-laws and regulations, affecting the use of land or the nature of any structures which may be erected thereon, provided such restrictions have been complied with and do not reduce the value of the assets of the person or materially interfere with the use of such assets in the operation of the business of the person;

(n) title defects or irregularities which are of a minor nature and which do not reduce the value of the assets of the person or materially interfere with the use of such assets in the operation of the business of the person;

(o) non-exclusive licenses of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business;

(p) rights of setoff or bankers' liens upon deposits of funds in favour of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(q) Liens in favour of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; and

(r) Liens in favour of TD securing the TD Indebtedness, provided such Liens are subject to the Intercreditor Agreement;

(s) Liens in favour of RBC securing the RBC Indebtedness, provided such Liens are subject to the Intercreditor Agreement;

(t) Liens securing Subordinated Indebtedness;

(u) Liens securing indebtedness between Loan Parties (provided such Liens are subordinated to Liens securing the Obligations);

(v) any other Lien consented to in writing by the Lender.

"Permitted Reorganization" means:

(a) any amalgamation or merger solely between Loan Parties and their Affiliates (other than the Borrower);

(b) any winding-up (including any voluntary dissolution) of any Loan Party (other than the Borrower) into another Loan Party; or

(c) subject to the Permitted Discretion of the Lender, any capital reorganization of any Loan Party,

provided that in each case, no Default or Event of Default has occurred and is outstanding at the time of such transaction or would arise as a result thereof.

"Permitted Tax Distribution" means that if the Equity Interests of a Loan Party are owned by a Person that is not a Loan Party and such Loan Party has been converted to a pass-through entity for tax purposes, distributions by such Loan Party solely for the payment of income taxes by any Person as a result of its direct or indirect ownership of the Equity Interests of such Loan Party in an amount not to exceed the Federal, provincial and State income tax paid or to be paid by the owner of Equity Interests in a Loan Party on taxable income earned by such Loan Party and attributable to such owner as a result of such Loan Party's "pass-through" tax status, assuming the highest marginal income tax rate for Federal, provincial and State (for the State or States in which any equity owner is liable for income taxes with respect to such income) income tax purposes, after taking into account any deduction for State income taxes in calculating the Federal income tax liability and all other deductions, credits, deferrals and other reductions available to such owners from or through such Loan Parties.

"Person" means natural persons, corporations, companies, limited liability companies, unlimited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"PPSA" shall mean the *Personal Property Security Act* (British Columbia) and the regulations thereunder, as from time to time in effect; provided that, if attachment, perfection or priority of Lender's Liens in any Collateral are governed by the personal property security laws of any jurisdiction other than British Columbia, PPSA shall mean those personal property security laws in such other jurisdiction (including the relevant provisions of the *Civil Code of Québec*) for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions. Any reference herein to the PPSA shall include a reference to the *Civil Code of Québec*.

"Priority Payables Reserves" means reserves (determined from time to time by Lender in its Permitted Discretion) for: (a) the amount past due and owing by any Loan Party, or the accrued amount for which such Loan Party has an obligation to remit, to a Governmental Authority or other Person pursuant to

any applicable law, rule or regulation, in respect of (i) goods and services taxes, sales taxes, employee income taxes, municipal taxes and other taxes payable or to be remitted or withheld; (ii) workers' compensation or employment insurance; (iii) vacation or holiday pay; and (iv) other like charges and demands, in each case, to the extent that any Governmental Authority or other Person may claim a Lien, security interest, hypothec, trust or other claim or Lien ranking or which would reasonably be expected to rank in priority to or *pari passu* with one or more of the Liens granted in the Loan Documents, and (b) the aggregate amount of any other liabilities of any Loan Party (i) in respect of which a trust or deemed trust has been imposed or may reasonably be likely to be imposed on any Collateral to provide for payment, or (ii) in respect of unpaid or unremitted pension plan contributions, including amounts representing any unfunded liability, solvency deficiency or wind-up deficiency whether or not due with respect to a Canadian Pension Plan, or (iii) which are secured by a Lien, security interest, pledge, charge, right or claim on any Collateral (other than Permitted Liens that do not have priority over Lender's Liens), or (iv) in respect of directors and officers, debtor-in possession financing, administrative charges, critical supplier charges or shareholder charges; in each case, pursuant to any applicable law, rule or regulation and which such Lien, trust, security interest, hypothec, pledge, charge, right, claim or Lien ranks or in the Permitted Discretion of Lender, could reasonably be expected to rank in priority to or *pari passu* with one or more of the Liens granted in the Loan Documents (such as Liens, trusts, security interests, hypothecs, pledges, charges, rights, claims or Liens in favour of employees or salespersons (including, without limitation, in respect of wages, salaries, commissions, vacation pay, or other compensation or amounts (including severance pay) payable under the *Wage Earner Protection Program Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada)), landlords, warehousemen, customs brokers, carriers, mechanics, repairmen, materialmen, labourers, or suppliers (including, without limitation, under the *Bankruptcy and Insolvency Act* (Canada)), or Liens, trusts, security interests, hypothecs, pledges, charges, rights, claims or Liens for ad valorem, excise, sales, or other taxes where given priority under applicable law).

"Projections" means forecasted balance sheets, profit and loss statements, and cash flow statements with respect to a Loan Party, all prepared on a basis consistent with its historical financial statements, and projected amounts available under the Borrowing Base, together with appropriate supporting details and a statement of underlying assumptions.

"Purchase Agreement" means the subscription agreement dated as of October 24, 2024 between the Borrower and the Hilco Purchaser.

"Purchase Price" has the meaning set out in the Purchase Agreement.

"RBC" means Royal Bank of Canada.

"RBC Indebtedness" means indebtedness of the Loan Parties to RBC pursuant to (i) a commitment letter dated as of September 20, 2022 made available by RBC in favour of Good Natured Real Estate Holdings (Ontario) Inc., (ii) a Commercial Mastercard Agreement dated August 30, 2021 and related documents made available by RBC in favour of the Borrower and certain of its affiliates, (iii) a master equipment lease dated as of January 14, 2022 made available by RBC in favour of Good Natured Products (CAD) Inc., and (iv) a commitment letter dated October 3, 2023 made available by RBC in favour of the Borrower.

"RBC Priority Real Estate" means the property municipally known as 15 Waydom Drive, North Dumphries, Ontario.

"Real Estate" means the TD Priority Real Estate and the RBC Priority Real Estate.

"Real Property" means any estates or interests in real property now owned or hereafter acquired by any Loan Party and the improvements located thereon and all licenses, easements and appurtenances relating thereto, wherever located.

"Rent Reserve" means a reserve up to a maximum of three (3) months (or such longer period as the Lender may determine in its Permitted Discretion) of rental payments or similar charges payable under the lease for the applicable leased locations of any Loan Party where Collateral is located and for which the relevant Loan Party has not delivered to the Lender an acceptable Waiver.

"Reserves" means, as of any date of determination, those reserves that Lender deems necessary or appropriate, in its Permitted Discretion and subject to Section 2.1(b), to establish and maintain (including reserves with respect to (a) sums that any Loan Party is required to pay under any Loan Document (such as taxes, assessments, insurance premiums, freight, duties, tariffs, and fees or, in the case of leased assets, rents or other amounts payable under such leases) and has failed to pay, (b) amounts to the extent dilution calculated by Lender in its Permitted Discretion exceeds five percent, (c) obligations in respect of Bank Products, (d) Priority Payables Reserves, (e) sums that the Lender may be required to pay to TD in respect of the TD Priority Real Estate during any Access Period (as defined in the Intercreditor Agreement) together an amount equal to the difference between the valuation of equipment located at the TD Priority Real Estate when completed on a net orderly liquidation value basis vs. a forced sale liquidation value basis) and (f) sums that the Lender may be required to pay to RBC in respect of the RBC Priority Real Estate during any Access Period (as defined in the Intercreditor Agreement) together an amount equal to the difference between the valuation of equipment located at the RBC Priority Real Estate when completed on a net orderly liquidation value basis vs. a forced sale liquidation value basis).

"Restricted Payment" means (a) any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests of a Loan Party, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests or on account of any return of capital to the stockholders, partners or members (or the equivalent Person thereof) of a Loan Party, or payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire any Equity Interests of a Loan Party, or any setting apart of funds or property for any of the foregoing, or (b) the payment by a Loan Party of any management, advisory, finder or consulting fee to any Person, or the payment of any extraordinary salary, bonus or other form of compensation to any Person, who, in each case, is directly or indirectly a significant partner, shareholder, owner or executive officer of such Loan Party.

"Revaluation Date" means (a) with respect to any Revolving Loans denominated in Dollars, each of the following: (i) each date of a Revolving Loan, and (ii) such additional dates as Lender reasonably determines, (b) with respect to any Letter of Credit denominated in Dollars, each of the following: (i) each date of issuance of such Letter of Credit, (ii) each date of an amendment of such Letter of Credit, (iii) each date of any payment by Lender and/or Underlying Issuer under such Letter of Credit, and (iv) such additional dates as Lender shall reasonably determine, (c) with respect to any other Obligations denominated in Dollars or with respect to the evaluation of the Borrowing Base or any other measure under this Agreement denominated in Dollars, each date as Lender shall reasonably determine from time to time.

"Revolving Loan Limit" means $12,500,000.

"Revolving Loans" means the revolving loans made by Lender to the Borrower under this Agreement.

"Sanction" or "Sanctions" means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and anti-terrorism laws imposed, administered or enforced from time to time by: (a) the government of Canada or any province or territory thereof, (b) the United States of America, including those administered by OFAC, the U.S. State Department, the U.S. Department of Commerce, or through any existing or future Executive Order, (c) the United Nations Security Council, (d) the European Union, (e) the United Kingdom, or (f) any other Governmental Authority in any jurisdiction in which (i) any member of the Loan Party Group is located or conducts business, (ii) in which any of the proceeds of the Credit Facility will be used, or (iii) from which repayment of the Credit Facility will be derived.

"Sanctioned Target" means any target of Sanctions, including: (a) Persons on any list of targets identified or designated pursuant to any Sanctions, (b) Persons, countries, or territories that are the target of any territorial or country-based Sanctions program, (c) Persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (d) otherwise a target of Sanctions, including vessels, planes and ships, that are designated under any Sanctions program.

"Security Agreement" means (i) that certain Canadian guarantee and security agreement dated of even date herewith, granted by the Borrower and each Subsidiary of the Borrower organized under the laws of Canada or any province or territory thereof in favour of Lender, (ii) that certain U.S. guaranty and security agreement dated of even date herewith, granted by each Subsidiary of the Borrower organized under the laws of the United States or any state thereof in favour of Lender, and (iii) any other agreement or instrument at any time executed by a Loan Party or any other Person in connection with this Agreement that is intended to (or purports to) create, perfect or evidence a Lien to secure the Obligations.

"SOFR" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Loans" means each portion of a Revolving Loan that bears interest at a rate determined by reference to Adjusted Daily Simple SOFR.

"Solvent" means, with respect to any Person as of any date of determination, that (a) at fair valuations, the sum of such Person's debts (including contingent liabilities) is less than all of such Person's assets, (b) such Person is not engaged or about to engage in a business or transaction for which the remaining assets of such Person are unreasonably small in relation to the business or transaction or for which the property remaining with such Person is an unreasonably small capital, (c) such Person has not incurred and does not intend to incur, or reasonably believe that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise), and (d) such Person is "solvent" or not "insolvent", or an "insolvent person", as applicable within the meaning given those terms and similar terms under applicable laws relating to voidable transfers, fraudulent transfers and conveyances or the *Bankruptcy and Insolvency Act* (Canada). For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under GAAP).

"Spot Rate" means, for a currency, the rate determined by Lender to be the rate quoted by it as the spot rate for the purchase by Lender of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. (New York time) on the date two (2) Business Days prior to the date as of which the foreign exchange computation is made; provided, that Lender may obtain such spot rate from another financial institution designated by Lender if it does not have as of the date of determination a spot buying rate for any such currency.

"STA" means the *Securities Transfer Act* (British Columbia) or any similar legislation in effect in any other applicable Canadian jurisdiction, as amended from time to time and any legislation substituted therefor and any amendments thereto.

"Subordinated Indebtedness" means any Indebtedness of any Loan Party incurred from time to time that is subordinated and postponed in right of payment to the Obligations and is subject to a subordination agreement in form and substance satisfactory to Lender, and is otherwise on terms (including maturity, interest, fees, repayment, covenants and subordination) satisfactory to Lender.

"Subsidiary" means, with respect to any Person, a corporation, company, partnership, limited liability company, unlimited liability company or other entity in which that Person directly or indirectly owns or controls the Equity Interests having ordinary voting power to elect a majority of the board of directors (or equivalent) of such corporation, company, partnership, limited liability company, unlimited liability company or other entity.

"Swap Obligation" means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Taxes" means any taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein, and all interest, penalties or similar liabilities with respect thereto.

"TD" means The Toronto-Dominion Bank.

"TD Indebtedness" means indebtedness of the Loan Parties to TD pursuant to a commitment letter dated as of February 13, 2024 made available by TD in favour of Good Natured Real Estate Holdings (Ontario) Inc.

"TD Priority Real Estate" means the property municipally known as 5 Abacus Road, Brampton, Ontario.

"Termination Date" means the earliest to occur of (a) the Maturity Date, (b) the date on which the maturity of the Obligations is accelerated (or deemed accelerated) and the Commitment is terminated (or deemed terminated), or (c) the termination of the Commitment in accordance with the provisions of Section 3.5.

"UCC" means the Uniform Commercial Code as in effect in the State of New York and any successor statute, as in effect from time to time (except that terms used herein which are not otherwise defined herein and defined in the Uniform Commercial Code as in effect in the State of New York on the Closing Date shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as Lender may otherwise determine).

"UCP" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by Lender or Underlying Issuer for use.

"Underlying Issuer" means The Toronto Dominion Bank or one of its Affiliates or such other Person that is selected by Lender in its Permitted Discretion to be the "Underlying Issuer" pursuant to the terms hereof.

"US Dollar Equivalent" means, at any time, (a) with respect to any amount denominated in US Dollars, such amount, and (b) with respect to any amount denominated in another currency, the equivalent amount thereof in Dollars as reasonably determined by Lender, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date or such other date as reasonably determined by Lender) for the purchase of Dollars with such currency.

"US Dollars" or "U.S.$" means United States dollars.

"Unfinanced Capital Expenditures" means Capital Expenditures (a) not financed with the proceeds of any incurrence of Indebtedness (other than the incurrence of any Revolving Loans or any Subordinated Indebtedness), the proceeds of any sale or issuance of Equity Interests or equity contributions, the proceeds of any asset sale (other than the sale of inventory in the ordinary course of business), or any insurance proceeds, and (b) that are not reimbursed by a third Person (excluding any Loan Party or any of its Affiliates) in the period such expenditures are made pursuant to a written agreement.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Value" means, the lower of (a) cost computed on a first-in first-out basis in accordance with GAAP or (b) market value; provided, that, for purposes of the calculation of the Borrowing Base, (i) the Value of the inventory shall not include: (A) the portion of the value of inventory equal to the profit earned by any Affiliate on the sale thereof to the Borrower or (B) write-ups or write-downs in value with respect to currency exchange rates and (ii) notwithstanding anything to the contrary contained herein, the cost of the inventory shall be computed in the same manner and consistent with the most recent appraisal of the inventory that is received by, and acceptable to, Lender prior to the Closing Date, if any.

1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP; provided, that, if the Borrower notifies Lender that the Borrower requests an amendment to any provision hereof to eliminate the effect of any Accounting Changes occurring after the Closing Date or in the application thereof on the operation of such provision (or if Lender requests an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such Accounting Change or in the application thereof, then Lender and the Borrower agrees that they will negotiate in good faith amendments to the provisions of this Agreement that are directly affected by such Accounting Change with the intent of having the respective positions of Lender and the Borrower after such change conform as nearly as possible to their respective positions immediately before such Accounting Change took effect and, until any such amendments have been agreed upon and agreed to by Lender, the provisions in this Agreement shall be calculated as if no such Accounting Change had occurred. A Loan Party shall deliver to Lender at the same time as the delivery of any financial statements given in accordance with the provisions of Section 5.1, (a) a description in reasonable detail of any material change in the application of accounting principles employed in the preparation of such financial statements from those applied in the most recently preceding monthly, quarterly or annual financial statements and

(b) a reasonable estimate of the effect on the financial statements on account of such changes in application. When used herein, the term "financial statements" shall include the notes and schedules thereto. Notwithstanding anything to the contrary contained herein, (i) all financial statements delivered hereunder shall be prepared, and all financial covenants contained herein shall be calculated, without giving effect to any election permitting a Person to value its financial liabilities or Indebtedness at the fair value thereof, and (ii) the term "unqualified opinion" as used herein to refer to opinions or reports provided by accountants shall mean an opinion or report that is (A) unqualified, and (B) does not include any explanation, supplemental comment, or other comment concerning the ability of the applicable Person to continue as a going concern or concerning the scope of the audit.

1.3 PPSA and UCC Terms. Any terms used in this Agreement that are defined in (a) the PPSA shall be construed and defined as set forth in the PPSA, and (b) the UCC shall be construed and defined as set forth in the UCC unless otherwise defined herein; provided, that, to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern. Notwithstanding the foregoing, and where the context so requires, any term defined in this Agreement by reference to the PPSA shall also have any extended, alternative or analogous meaning given to such term in the UCC as well as any applicable Canadian personal property security and other laws (including *Bills of Exchange Act* (Canada) and the *Depository Bills and Notes Act* (Canada)), and vice versa, in all cases for the extension, preservation or betterment of the security and rights of the Collateral.

1.4 Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall" and vice-versa Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, modified, supplemented, extended, renewed, restated or replaced (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (d) all references in a Loan Document to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (e) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, recodifying, supplementing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Section headings in any Loan Document are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document. Each schedule and exhibit to this Agreement is incorporated by reference herein and is made a part of this Agreement. Any capitalized term used in any schedule or exhibit to this Agreement shall have the meaning assigned to such term herein, unless otherwise defined in such schedule or exhibit. An Event of Default shall exist or continue until such Event of Default is waived in accordance with Section 9.5 in accordance with the terms hereof. Each Loan Party shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Lender under any Loan Document. Any reference to an obligation of a Loan Party or Loan Parties, as the case may be, shall mean that each Loan Party is jointly and severally liable with each other Loan Party in respect of such obligation. In connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (i) if any asset, right,

obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (ii) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time. Any reference in any Loan Document to a merger, amalgamation, transfer, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, amalgamation, transfer, consolidation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. No provision of any Loan Documents shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision. Any reference to an agreement or other matter being "reasonably satisfactory" to Lender shall mean a determination made in the exercise of reasonable judgment from the perspective of a secured asset-based lender. Any reference to expenses of Lender in any Loan Document shall include all Lender Expenses. Reference to a Loan Party's "knowledge" or similar concept means actual knowledge of an Authorized Person, or knowledge that an Authorized Person would have obtained if he or she had engaged in good faith and diligent performance of his or her duties, including reasonably specific inquiries of employees or agents and a good faith attempt to ascertain the matter.

1.5 Time References. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, all references to time of day refer to the time of day in Vancouver (British Columbia). For purposes of the computation of a period of time from a specified date to a later specified date, unless otherwise expressly provided, the word "from" means "from and including" and the words "to" and "until" each means "to and including"; provided, that, with respect to a computation of fees or interest payable to Lender, such period shall in any event consist of at least one full day.

1.6 Payment in Full. Any reference in any Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (a) the payment in full in cash of the principal and accrued and unpaid interest with respect to the Revolving Loans, (b) the payment in full in cash of all fees, charges and expenses that have accrued and are unpaid regardless of whether payment has been demanded or is otherwise due, (c) the delivery to Lender of cash collateral, or at Lender's option, a letter of credit payable to Lender issued by a bank acceptable to Lender and in form and substance satisfactory to Lender, in either case in respect of (i) 103% of the then existing Letter of Credit Usage, (ii) contingent Obligations for which a claim or demand for payment has been made at such time or in respect of matters or circumstances known to Lender at the time, and which are reasonably expected to result in any loss, cost, damage or expense (including attorneys' fees and legal expenses) to Lender for which Lender would be entitled to indemnification by a Loan Party hereunder and (iii) an amount determined by Lender equal to the reasonably estimated credit exposure, operational risk or processing risk with respect to the then existing Bank Product Obligations, and (d) the termination of the Commitment and the financing arrangements provided by Lender to the Borrower hereunder.

1.7 Rounding. Any financial ratios required to be maintained by a Loan Party pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.8 Resolution of Drafting Ambiguities. Each Loan Party acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of the Loan Documents, that it and its counsel reviewed and participated in the preparation and negotiation of the Loan Documents and that any rule of construction to the effect that ambiguities are to be resolved against Lender as the drafting party shall not be applicable in the interpretation of the Loan Documents.

1.9 Exchange Rates, Currency Equivalents, Applicable. (a) All references in the Loan Documents to Revolving Loans, Letters of Credit, Obligations, Borrowing Base components and other amounts shall be denominated in Dollars, unless expressly provided otherwise. The US Dollar Equivalent of any amounts denominated or reported under a Loan Document in a currency other than Dollars shall be determined by Lender on each Revaluation Date (or other periodic basis determined by Lender) based on the current Spot Rate. Loan Parties shall report the value and other Borrowing Base components to Lender in the currency invoiced by Loan Parties or shown in Loan Parties' financial records, and unless expressly provided otherwise, the Borrower shall deliver financial statements and financial covenants in Dollars. Notwithstanding anything herein to the contrary, if any Obligation is funded and expressly denominated in a currency other than Dollars, the Borrower shall repay such Obligations in such other currency. (b) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures Lender could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Person in respect of any such sum due from it to Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to Lender from any Person in the Agreement Currency, such Person agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to Lender in such currency, Lender, agrees to return the amount of any excess to such Person who may be entitled thereto under applicable law.

1.10 Québec Interpretation. For purposes of the interpretation or construction of this Agreement pursuant to the laws of the Province of Quebec, for purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of any other Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (a) "personal property" shall be deemed to include "movable property", (b) "real property" shall be deemed to include "immovable property", (c) "tangible property" shall be deemed to include "corporeal property", (d) "intangible property" shall be deemed to include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall be deemed to include a "hypothec", a "reservation of ownership", "prior claim" and a "resolutory clause," (f) all references to filing, registering or recording under the PPSA shall be deemed to include publication under the *Civil Code of Québec*, (g) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to an "opposable" or "set up" Liens as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary," (k) "construction liens" shall be deemed to include "legal hypothecs" in favour of persons having taken part in the construction or renovation of an immovable", (l) "joint and several" shall be deemed to include "solidary" and "jointly and severally" shall be deemed to include "solidarily" (m) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatary", (o) "legal title" shall be deemed to include "holding title on behalf of an owner as mandatary or prête-nom", (p) "easement" shall be deemed to include "servitude", (q) "priority" shall be deemed to include "prior claim" or "rank", as applicable, (r) "survey" shall be deemed to include "certificate of location and plan", (s) "fee simple title" and "fee title" shall be deemed to include "right of ownership",

(t) "foreclosure" shall be deemed to include "the exercise of a hypothecary recourse", (u) "leasehold interest" shall be deemed to include "valid rights resulting from a lease", (v) "lease" for personal or movable property shall be deemed to include a "contract of leasing (crédit-bail)" and (x) "deposit account" shall include a "financial account" as defined in Article 2713.6 of the *Civil Code of Québec*.

2. CREDIT FACILITY

2.1 Revolving Loans.

(a) Subject to, and upon the terms and conditions contained herein, on and after the Closing Date until the Termination Date, Lender agrees to make Revolving Loans to the Borrower from time to time in amounts requested by or on behalf of such Borrower, provided, that, after giving effect to any such Revolving Loan, the aggregate principal amount of the Revolving Loans outstanding plus the Letter of Credit Usage shall not exceed the lesser of the Borrowing Base at such time or the Revolving Loan Limit. Revolving Loans shall be made available to the Borrower in either Canadian Dollars by way of Canadian Base Rate Loans or CORRA Loans, or in Dollars by way of Base Rate Loans or SOFR Loans.

(b) Lender shall have the right (but not the obligation) at any time, in its Permitted Discretion, to establish and increase or decrease Reserves, provided, that, the amount of any Reserve established by Lender shall have a reasonable relationship to the event, condition, other circumstance, or fact that is the basis for such Reserve. To the extent that an event, condition or circumstance as to any eligible asset is addressed pursuant to the treatment thereof within the applicable definition of such terms, Lender shall not also establish a Reserve to address the same event, condition or circumstance. Lender shall notify the Borrower of the establishment of any new categories of Reserves, or any change in the methodology for the calculation of an existing Reserve (in each case after the Closing Date except that such notice shall not be required at any time an Event of Default exists or at any time if Lender, in its Permitted Discretion, determines that it is necessary to act sooner to preserve or protect the Collateral or its value or the rights of Lender therein). In such event, Lender shall be available to discuss the change. A Borrower may take such action as may be required so that the event, condition, circumstance, or fact that is the basis for such Reserve no longer exists. If Lender determines in its Permitted Discretion that the event, condition, other circumstance or fact that is the basis for the establishment or change to such Reserve no longer exists or has otherwise been adequately addressed by the Borrower, Lender shall adjust or eliminate the Reserve accordingly. At any time that the Revolving Loan Limit is less than the amount of the Borrowing Base, Reserves in respect of amounts that may be payable to third parties may be deducted from the Revolving Loan Limit.

2.2 Borrowing Procedures.

(a) Each Revolving Loan shall be made by a written request by or on behalf of the Borrower delivered to Lender (which may be delivered through Lender's electronic platform or portal) and received by Lender no later than 11:00 a.m. on the Business Day that is the requested date that the Revolving Loan be made, specifying (i) the amount of such Revolving Loan, (ii) the currency (Canadian Dollars or Dollars), failing which the request shall be deemed to be for a Borrowing in Canadian Dollars, (iii) if Canadian Dollars, whether such loan will be a CORRA Loan or Canadian Base Rate Loans, failing which the request shall be deemed to be for a Canadian Base Rate Loan, if Dollars, whether such loan will be a SOFR Loan or Base Rate Loan, failing which the request shall be deemed to be for a Base Rate Loan, and (iv) the date of such Revolving Loan, which shall be a Business Day; provided, that, Lender may, in its discretion, elect to accept as timely requests that are received later than 11:00 a.m. on the applicable Business Day. All borrowing requests shall be subject to (and unless Lender elects otherwise in its discretion, such Revolving Loans shall not be made until the completion of) Lender's authentication process (with results satisfactory to Lender) prior to the funding of any such requested Revolving Loan.

(b) All Revolving Loans shall be conclusively presumed to have been made to, and at the request of and for the benefit of, the Borrower when deposited to the credit of the Borrower or otherwise disbursed or established in accordance with the instructions of the Borrower to the deposit account specified to Lender for such purpose (which shall be at a bank acceptable to Lender) or in accordance with the terms and conditions of this Agreement.

2.3 Letter of Credit Facility.

(a) As a subfacility under the Credit Facility, subject to the terms and conditions of this Agreement, upon the request of Borrower made in accordance herewith, and prior to the Maturity Date, Lender agrees to issue or to cause an Underlying Issuer (including as Lender's agent) to issue, to issue standby letters of credit or sight commercial letters of credit for the account of the Borrower for purposes acceptable to Lender (each a "Letter of Credit" and collectively, "Letters of Credit") provided, that, (a) the aggregate Letter of Credit Usage will not at any time exceed $2,500,000 and (b) as of the date of the issuance of any Letter of Credit, and after giving effect thereto, the aggregate amount of the Revolving Loans and the Letter of Credit Usage will not exceed the lesser of the Borrowing Base or the Revolving Loan Limit. By submitting a request to Lender for the issuance of a Letter of Credit, Borrower shall be deemed to have requested that (i) Lender issue the requested Letter of Credit or (ii) cause an Underlying Issuer to issue the requested Letter of Credit (and, in such case, to have requested Lender to issue a Reimbursement Undertaking with respect to the requested Letter of Credit). If Lender, at its option, elects to cause an Underlying Issuer to issue a requested Letter of Credit, Lender agrees that it will enter into arrangements relative to the reimbursement of such Underlying Issuer (which may include, among other means, by becoming an applicant with respect to such Letter of Credit or entering into undertakings or other arrangements that provide for reimbursement of such Underlying Issuer with respect to such drawings under a Letter of Credit; each such obligation or undertaking, irrespective of whether in writing, a "Reimbursement Undertaking") with respect to Letters of Credit issued by such Underlying Issuer for the account of Borrower. Borrower acknowledges and agrees that it is and shall be deemed to be an applicant with respect to each Letter of Credit issued by an Underlying Issuer. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by an Authorized Person, (ii) delivered to Lender via telefacsimile or other electronic method of transmission reasonably acceptable to Lender and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to Lender's authentication procedures with results satisfactory to Lender. Each such request shall be in form and substance reasonably satisfactory to Lender and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as Lender or the Underlying Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that Lender or such Underlying Issuer generally requests for Letters of Credit in similar circumstances. Lender's records of the content of any such request will be conclusive. Borrower hereby authorizes and directs any Underlying Issuer to deliver to Lender all instruments, documents, and other writings and property received by such Underlying Issuer pursuant to Letters of Credit and to accept and rely upon Lender's instructions with respect to all matters arising in connection with such Letters of Credit and the related applications.

(b) Lender shall have no obligation to issue or cause to be issued a Letter of Credit or a Reimbursement Undertaking in respect of a Letter of Credit issued by an Underlying Issuer, amend, renew or extend a Letter of Credit if (A) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain Lender from issuing (or arranging an Underlying Issuer to issue) such Letter of Credit or from issuing a Reimbursement Undertaking, or any law applicable

to Lender or Underlying Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over Lender or Underlying Issuer shall prohibit or request that Lender or Underlying Issuer refrain from the issuance (or arranging) of letters of credit generally or the issuance (or arranging the issuance by an Underlying Issuer) of such Letter of Credit in particular or the issuance of a Reimbursement Undertaking, or (B) the issuance (or arranging the issuance by an Underlying Issuer) of such Letter of Credit or a Reimbursement Undertaking would violate one or more policies of Lender or Underlying Issuer applicable to letters of credit generally, or (C) if amounts demanded to be paid under any Letter of Credit will not or may not be in Dollars or Canadian Dollars.

(c) Each Letter of Credit shall be in form and substance reasonably acceptable to Lender or Underlying Issuer, as applicable, including the requirement that the amounts payable thereunder must be payable in Canadian Dollars or in Dollars in the case of a Letter of Credit denominated in Dollars. If Lender makes a payment under a Letter of Credit or a Reimbursement Undertaking in respect of a Letter of Credit issued by an Underlying Issuer, Borrower shall pay to Lender an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Revolving Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 3) and, initially, shall bear interest at the rate then applicable to CORRA Loans if issued in Canadian Dollars or SOFR Loans if issued in Dollars. If a Letter of Credit Disbursement is deemed to be a Revolving Loan hereunder, Borrower's obligation to pay the amount of such Letter of Credit Disbursement to Lender shall be automatically converted into an obligation to pay the resulting Revolving Loan.

(d) Borrower agrees to indemnify, defend and hold harmless Lender and any Underlying Issuer (including their respective branches, Affiliates, and correspondents) and each such Person's respective directors, officers, employees, attorneys and agents (each, including Lender and any Underlying Issuer, a "Letter of Credit Related Person") (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), which may be incurred by or awarded against any such Letter of Credit Related Person (other than Taxes, which shall be governed by Section 5.5) (the "Letter of Credit Indemnified Costs"), and which arise out of or in connection with, or as a result of:

(i) any Letter of Credit or any pre-advice of its issuance or Reimbursement Undertaking in respect of a Letter of Credit issued by an Underlying Issuer;

(ii) any transfer, sale, delivery, surrender or endorsement (or lack thereof) of any Drawing Document at any time(s) held by any such Letter of Credit Related Person in connection with any Letter of Credit or Reimbursement Undertaking in respect of a Letter of Credit issued by an Underlying Issuer;

(iii) any action or proceeding arising out of, or in connection with, any Letter of Credit or Reimbursement Undertaking (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Letter of Credit or Reimbursement Undertaking in respect of a Letter of Credit issued by an Underlying Issuer, or for the wrongful dishonour of, or honouring a presentation under, any Letter of Credit;

(iv) any independent undertakings issued by the beneficiary of any Letter of Credit;

(v) any unauthorized instruction or request made to Lender or the Underlying Issuer in connection with any Letter of Credit or requested Letter of Credit or Reimbursement Undertaking in respect of a Letter of Credit issued by an Underlying Issuer, or any error, omission, interruption or delay in such instruction or request, whether transmitted by mail, courier, electronic transmission, SWIFT, or any other telecommunication, including communications through a correspondent;

(vi) any adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated in connection with any Letter of Credit or Reimbursement Undertaking in respect of a Letter of Credit issued by an Underlying Issuer;

(vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds or holder of an instrument or document;

(viii) the fraud, forgery or illegal action of parties other than the Letter of Credit Related Person;

(ix) any prohibition on payment or delay in payment of any amount payable by Lender or Underlying Issuer to a beneficiary or transferee beneficiary of a Letter of Credit or Reimbursement Undertaking arising out of Anti Corruption Laws, Anti Money Laundering Laws, or Sanctions;

(x) Lender's or any Underlying Issuer's performance of the obligations of a confirming institution or entity that wrongfully dishonours a confirmation;

(xi) any foreign language translation provided to Lender in connection with any Letter of Credit;

(xii) any foreign law or usage as it relates to Lender's or Underlying Issuer's issuance of a Letter of Credit or Reimbursement Undertaking in support of a foreign guarantee, including, without limitation, the expiration of such guarantee after the related Letter of Credit expiration date and any resulting drawing paid by Lender or any Underlying Issuer in connection therewith or any Reimbursement Undertaking;

(xiii) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of the Letter of Credit Related Person;

provided, that such indemnity shall not be available to any Letter of Credit Related Person claiming indemnification under clauses (i) through (x) above to the extent that such Letter of Credit Indemnified Costs may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Letter of Credit Related Person claiming indemnity. Borrower hereby agrees to pay the Letter of Credit Related Person claiming indemnity on demand from time to time all amounts owing under this Section 2.3(d). If and to the extent that the obligations of Borrower under this Section 2.3(d) are unenforceable for any reason other than Lender's or Underlying Issuer's gross negligence or willful misconduct, Borrower agrees to make the maximum contribution to the Letter of Credit Indemnified Costs permissible under applicable law. This indemnification provision shall survive termination of this Agreement, all Reimbursement Undertakings and all Letters of Credit. Borrower understands that the Reimbursement Undertakings may require Lender to indemnify the Underlying Issuer for certain costs or liabilities arising out of claims by Borrower against such Underlying Issuer. Borrower hereby agrees to indemnify, save, defend, and hold Lender harmless with respect to any loss, cost, expense (including reasonable and documented legal fees and expenses), or liability (other than Taxes, which shall be governed by Section 5.5) incurred by it as a result of Lender's

indemnification of an Underlying Issuer; provided that Borrower shall not be obligated hereunder to indemnify for any such loss, costs, expense, or liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of Lender.

(e) The liability of Lender and any Underlying Issuer of a Letter of Credit (or any other Letter of Credit Related Person) under, in connection with or arising out of any Letter of Credit or Reimbursement Undertaking (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by Borrower that are caused directly by Lender's or the Underlying Issuer's gross negligence or willful misconduct, including as a result of (i) honouring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honour a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. Borrower's aggregate remedies against Lender, any Underlying Issuer of a Letter of Credit and any Letter of Credit Related Person for wrongfully honouring a presentation under any Letter of Credit or wrongfully retaining honoured Drawing Documents shall in no event exceed the aggregate amount paid by Borrower to Lender or such Underlying Issuer in respect of the honoured presentation in connection with such Letter of Credit under Section 2.3(c), plus interest at the rate then applicable to Revolving Loans hereunder. Borrower shall take action to avoid and mitigate the amount of any damages claimed against Lender, any Underlying Issuer or any other Letter of Credit Related Person, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by Borrower under or in connection with any Letter of Credit or Reimbursement Undertaking shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by Borrower as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had Borrower taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonour, by specifically and timely authorizing Lender or such Underlying Issuer to effect a cure.

(f) Borrower is responsible for the final text of the Letter of Credit as issued by Lender or Underlying Issuer, irrespective of any assistance Lender or such Underlying Issuer may provide such as drafting or recommending text or by Lender's or such Underlying Issuer's use or refusal to use text submitted by Borrower. Borrower understands that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by Lender or Underlying Issuer, and Borrower hereby consents to such revisions and changes not materially different from the application executed in connection therewith. Borrower is solely responsible for the suitability of the Letter of Credit for Borrower's purposes. If Borrower requests Lender to issue or cause to be issued a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against Lender or such Underlying Issuer; (ii) Borrower shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among Lender or such Underlying Issuer and Borrower, Borrower will examine the copy of the Letter of Credit and any other documents sent by Lender or such Underlying Issuer in connection therewith and shall promptly notify Lender and such Underlying Issuer (not later than five (5) Business Days following Borrower's receipt of documents from Lender or such Underlying Issuer) of any non-compliance with Borrower's instructions and of any discrepancy in any document under any presentment or other irregularity. Borrower understands and agrees that Lender or an Underlying Issuer of a Letter of Credit is not required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, Lender or the Underlying Issuer of such Letter of Credit, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if Borrower does not at any time want the then current expiration date of such Letter of Credit to be extended, Borrower will so notify Lender or such Underlying Issuer at least 30 calendar days before Lender or such Underlying Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non extension pursuant to the terms of such Letter of Credit.

(g) Borrower's reimbursement and payment obligations under this Section 2.3 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Reimbursement Undertaking, any Issuer Document, this Agreement or any Loan Document or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) Lender or any Underlying Issuer or any of their respective branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) Lender or any Underlying Issuer or any correspondent honouring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or any of its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, Lender, any Underlying Issuer of a Letter of Credit or any other Person;

(vi) Lender, any Underlying Issuer of a Letter of Credit or any correspondent honouring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at Lender's or such Underlying Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.3(g), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, Borrower's or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against Lender, any Underlying Issuer, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to Section 2.3(e) above, the foregoing shall not release Lender or any Underlying Issuer of a Letter of Credit from such liability to Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against Lender or such Underlying Issuer following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of Borrower to Lender or such Underlying Issuer arising under, or in connection with, this Section 2.3, any Letter of Credit or any Reimbursement Undertaking.

(h) Without limiting any other provision of this Agreement, Lender, any Underlying Issuer and each other Letter of Credit Related Person (if applicable) shall not be responsible to Borrower for, and Lender's and any Underlying Issuer's rights and remedies against Borrower and the obligation of Borrower to reimburse Lender or any Underlying Issuer for each drawing under each Letter of Credit or any Reimbursement Undertaking shall not be impaired by:

(i) honour of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honour of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than Lender's or an Underlying Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that Lender or such Underlying Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honoured or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where Lender or an Underlying Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honour of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonoured by Lender or an Underlying Issuer if subsequently Lender or such Underlying Issuer or any court or other finder of fact determines such presentation should have been honoured;

(xii) dishonour of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honour; or

(xiii) honour of a presentation that is subsequently determined by Lender or an Underlying Issuer to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(i) Borrower shall pay immediately upon demand to Lender, as non-refundable fees, commissions, and charges, any and all customary commissions, fees and charges then in effect imposed by, and any and all expenses incurred by, Lender, an Underlying Issuer or by any adviser, confirming institution or entity or other nominated person, relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations).

(j) If by reason of (x) any Change in Law, or (y) compliance by Lender or any Underlying Issuer with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority including, Regulation D of the Board of Governors as from time to time in effect (and any successor thereto):

(i) any reserve, deposit, or similar requirement is or shall be imposed or modified in respect of any Letter of Credit or any Reimbursement Undertaking issued or caused to be issued hereunder or hereby, or any Loans or obligations to make Loans hereunder or hereby, or

(ii) there shall be imposed on Lender or an Underlying Issuer any other condition regarding any Letter of Credit, Reimbursement Undertaking or Loans, or obligations to make Loans hereunder,

and the result of the foregoing is to increase, directly or indirectly, the cost to Lender or such Underlying Issuer of issuing, making, participating in, or maintaining any Letter of Credit or Reimbursement Undertaking or to reduce the amount receivable in respect thereof, then, and in any such case, Lender may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify Borrower, and Borrower shall pay within 30 days after demand therefor, such amounts as Lender may specify to be necessary to compensate Lender or such Underlying Issuer for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Revolving Loans hereunder; provided, that (A) Borrower shall not be required to provide any compensation pursuant to this Section 2.3(j) for any such amounts incurred more than 180 days prior to the date on which the demand for payment of such amounts is first made to Borrower, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by Lender of any amount due pursuant to this Section 2.3(j), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(k) Each standby Letter of Credit shall expire not later than the date that is 12 months after the date of the issuance of such Letter of Credit; provided, that any standby Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided further, that with respect to any Letter of Credit which extends beyond the Maturity Date, Letter of Credit Collateralization shall be provided therefor on or before the date that is five (5) Business Days prior to the Maturity Date. Each commercial Letter of Credit shall expire on the earlier of (i) 120 days after the date of the issuance of such commercial Letter of Credit and (ii) five (5) Business Days prior to the Maturity Date.

(l) Unless otherwise expressly agreed by Lender and Borrower when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to each commercial Letter of Credit.

(m) Lender and any Underlying Issuer shall be deemed to have acted with due diligence and reasonable care if Lender's or such Underlying Issuer's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(n) In the event of a direct conflict between the provisions of this Section 2.3 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.3 shall control and govern.

(o) The provisions of this Section 2.3 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit or Reimbursement Undertakings that remain outstanding.

(p) At Borrower's cost and expense, Borrower shall execute and deliver to Lender and any Underlying Issuer such additional certificates, instruments and/or documents and take such additional action as may be reasonably requested by Lender or such Underlying Issuer to enable Lender or such Underlying Issuer to issue or cause to be issued any Letter of Credit or Reimbursement Undertaking pursuant to this Agreement and related Issuer Document, to protect, exercise and/or enforce Lender's rights and interests under this Agreement or to give effect to the terms and provisions of this Agreement or any Issuer Document. Borrower irrevocably appoints Lender as its attorney-in-fact and authorizes Lender, without notice to Borrower, to execute and delivery ancillary documents and letters customary in the letter of credit business that may include but are not limited to advisements, indemnities, cheques, bills of exchange and issuance documents. The power of attorney granted by Borrower is limited solely to such actions related to the issuance, confirmation or amendment of any Letter of Credit or Reimbursement Undertaking and to ancillary documents or letters customary in the letter of credit business. This appointment is coupled with an interest.

2.4 Payments; Prepayments.

(a) Payments by the Borrower. (i) Except as otherwise expressly provided herein, all payments by the Borrower shall be made to the Lender Payment Account or such other place as Lender may designate in writing to the Borrower from time to time and shall be made in immediately available funds, no later than 1:30 p.m. on the date specified herein. Any payment received by Lender later than 1:30 p.m. shall be deemed to have been received (unless Lender, in its discretion, elects to credit it on the date received) on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day. (ii) All payments of Obligations shall be made in the currency of the underlying Obligations, without offset, counterclaim or defense of any kind, free and, unless required by applicable law, clear of and without deduction or withholding for any Taxes. (iii) If a Loan Party is required under applicable law to withhold or deduct any Tax in respect of any payment to be made to a Lender, such Loan Party shall withhold and remit such Tax to the appropriate Governmental Authority as and when due and shall furnish Lender with proof reasonably satisfactory to Lender indicating that such Loan Party has made such remittance, and if such Tax is an Indemnified Tax, then the sum payable shall be increased as necessary so that after such deduction or withholding is made (including deductions or withholdings for Indemnified Taxes applicable to additional sums payable under this Section), the Lender receives an amount equal to the sum it would have received had no such withholding or deduction been made. (iv) Without duplication of the foregoing, the Loan Parties shall jointly and severally indemnify each Lender, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Lender or required to be withheld or deducted from a payment to such Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed

or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered by a Lender shall be conclusive absent manifest error. (v) In addition, but without duplication, the Loan Parties shall promptly pay all Other Taxes. (vi) No Loan Party will fund any repayment of the Credit Facility with proceeds, or provide as Collateral any property, that is directly or indirectly derived from any transaction or activity that is prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, or that could otherwise cause Lender or any other party to any Loan Document to be in breach of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws.

(b) Application of Payments. Subject to the other terms and conditions contained herein, Lender shall apply payments received or collected from the Borrower or for the account of the Borrower (including the monetary proceeds of collections or of realization upon any Collateral) as follows, so long as no Event of Default exists: first, to the payment in full of any fees, indemnities, or expense reimbursements then due to Lender; second, to the payment in full of interest then due in respect of any Revolving Loans; third, to the payment in full of principal in respect of the Revolving Loans, whether or not then due; fourth, at any time an Event of Default exists (or as otherwise required by Lender), as cash collateral in an amount up to 103% of the Letter of Credit Usage; and fifth, to pay or prepay any other Obligations, whether or not then due, in such order and manner as Lender directs. Such payments shall be applied as Lender determines at any time an Event of Default exists, including to be used as cash collateral in respect of Obligations related to Letters of Credit (in an amount up to 103% of the Letter of Credit Usage) or such other Obligations as Lender may determine, on such terms as Lender may require.

(c) Optional Prepayments. The Borrower may prepay the principal of any Revolving Loan at any time in whole or in part, without premium or penalty; provided however, permanent reductions of the Revolving Loan Limit must be in minimum increments of $2,500,000.

(d) Mandatory Prepayments.

(i) If, at any time, the aggregate principal amount of the Revolving Loans outstanding plus the Letter of Credit Usage exceeds the lesser of the Borrowing Base or the Revolving Loan Limit, then the Borrower shall promptly, but in any event, within one Business Day prepay the Obligations in an aggregate amount equal to the amount of such excess (or after the prepayment of all Revolving Loans, upon Lender's demand, immediately provide cash collateral up to 103% of the Letter of Credit Usage as required to address such excess, even if amounts greater than such excess are required as a result of the amount of any Letters of Credit then outstanding).

(ii) Within five Business Days of the date of receipt by any Loan Party of the cash proceeds of any voluntary or involuntary sale or other disposition of assets of any Loan Party permitted under clauses (d), (g), (h) or (l) of the definition of the term Permitted Dispositions, the Borrower shall prepay the outstanding principal amount of the Obligations in an amount equal to 100% of such net cash proceeds received by such Person in connection with such sales or other disposition cash proceeds, net of Indebtedness secured by a Permitted Lien on the asset sold or otherwise disposed of, fees and expenses related to such sale, and taxes paid or payable in connection therewith. Notwithstanding the foregoing, no such prepayment shall be required so long as (i) no Default or Event of Default has occurred and is continuing, and (ii) the Loan Party reinvests or causes to be reinvested such net cash proceeds in the business of the Loan Parties within 180 days following receipt thereof. Any net cash proceeds not so reinvested within such 180 days shall be applied on the last day of such period as a mandatory prepayment as provided in this Section 2.4(d)(ii).

(e) Maintenance of Loan Account; Statements of Obligations. Lender shall maintain an account on its books in the name of the Borrower (the "Loan Account") evidencing the Obligations, including Revolving Loans, Letters of Credit, interest, fees and Lender Expenses. Any such records shall be

presumptively correct, absent manifest error, provided, that, the failure to make any such entry or the existence of any error in such records, shall not affect any of the Obligations. Lender shall make available to the Borrower monthly statements regarding the Loan Account, including the principal amount of the Revolving Loans, interest, fees and Lender Expenses. Each such statement, absent manifest error, shall be conclusively presumed to be correct and accurate and constitute an account stated between the Borrower and Lender.

(f) Evidence of Debt. Lender may request that Revolving Loans made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to Lender a promissory note payable to the order of Lender (or, if requested by Lender, to Lender and its registered assigns) and in a form approved by Lender. Thereafter, the Revolving Loans evidenced by such promissory note and interest thereon shall at all times be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

(g) Charges to Loan Account. At the election of Lender, all payments of principal, interest, fees, expenses and other amounts payable under the Loan Documents may be paid from the proceeds of Revolving Loans made hereunder whether made following a request by the Borrower or a deemed request as provided in this Section or may be deducted from any deposit account of the Borrower maintained with Lender. The Borrower is hereby irrevocably deemed to request that Lender, and Lender is hereby authorized to, (i) make a Revolving Loan for the purpose of paying each payment of principal, interest, fees, expenses and other amounts as it becomes due under any Loan Document and agrees that all such amounts charged shall constitute Revolving Loans, (ii) make a Revolving Loan to preserve or protect the Collateral, or any portion thereof, and (iii) charge any deposit account of the Borrower maintained with Lender for each payment of principal, interest, fees, expenses and other amounts due under any Loan Document.

(h) Repayment on Termination Date. The Borrower shall make payment in full of the Obligations on the Maturity Date or if earlier, any other Termination Date.

(i) Indemnity for Returned Payments. If after any payment, or proceeds of Collateral, are applied to the payment of any of the Obligations, Lender is required to surrender or return such payment or proceeds to any Person for any reason, then the Obligations intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Agreement shall continue in full force and effect as if such payment or proceeds had not been received by Lender. Each Loan Party shall be liable to pay to Lender, and does hereby agree to indemnify and hold Lender harmless for, the amount of any payments or proceeds surrendered or returned. This Section shall remain effective notwithstanding any contrary action which may be taken by Lender in reliance upon such payment or proceeds. This Section shall survive the payment in full of the Obligations and the termination of this Agreement.

(j) Crediting Payments. The receipt of any payment item by Lender shall not be required to be considered a payment on account unless such payment item is a wire transfer of immediately available funds made to the Lender Payment Account or unless and until such payment item is honored when presented for payment. Should any payment item not be honored when presented for payment, then a Loan Party shall be deemed not to have made such payment. Notwithstanding anything to the contrary contained herein, any payment item shall be deemed received by Lender only if it is received into the Lender Payment Account on a Business Day on or before 1:30 p.m. If any payment item is received into the Lender Payment Account on a non-Business Day or after 1:30 p.m. on a Business Day (unless Lender, in its discretion, elects to credit it on the date received), it shall be deemed to have been received by Lender as of the opening of business on the immediately following Business Day.

(k) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower, at the time or times reasonably requested by the Borrower, such properly completed and executed documentation reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, the Lender, if reasonably requested by the Borrower, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower as will enable the Borrower to determine whether or not the Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject the Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Lender. The Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so.

(m) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.4 (including by the payment of additional amounts pursuant to this Section 2.4, or that, because of the payment of Indemnified Taxes, such party has benefited from a reduction in Excluded Taxes otherwise payable, it shall pay to the indemnifying party an amount equal to such refund or reduction (but only to the extent of indemnity payments made under this Section 2.4 with respect to the Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund or reduction). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.4(l) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund or reduction to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.4(l), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.4 the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund or reduction had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.4(l) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

2.5 Interest and Fees.

(a) Rates and Payment of Interest.

(i) All Obligations (except for the undrawn amount of any issued and outstanding Letters of Credit) shall bear interest (1) if a CORRA Loan, at the Adjusted Daily Simple CORRA in effect from time to time, plus the Applicable Margin, (2) if a SOFR Loan, at Adjusted Daily Simple SOFR in effect from time to time, plus the Applicable Margin, (3) if a Canadian Base Rate Loan, at the Canadian Base Rate in effect from time to time, plus the Applicable Margin, and (4) if a Base Rate Loan, at the Base Rate in effect from time to time, plus the Applicable Margin, or (5) otherwise at the Adjusted Daily Simple CORRA if denominated in Canadian Dollars or Adjusted Daily Simple SOFR if denominated in Dollars, provided, that, (A) Obligations shall bear interest at the Default Rate (whether before or after any judgment) automatically on and after an Event of Default under Section 8.1(d) and upon written notice by Lender to the Borrower on and after any other Event of Default, and (B) as otherwise provided in Section 2.7.

(ii) Interest shall accrue from the date a Revolving Loan is made or Obligation is incurred or payable, as the case may be, until paid in full by the Borrower. If a Revolving Loan is repaid on the same day made, one day's interest shall accrue. Interest accrued on Revolving Loans shall be due and payable in arrears, on the first day of each calendar month, and in each case, in any event on the Termination Date. Interest accrued on any other Obligations shall be due and payable as provided in the Loan Documents and, if no payment date is specified, shall be due and payable on the earlier of the first day of the calendar month after incurred or demand or the Termination Date. Notwithstanding the foregoing, interest accrued at the Default Rate shall be due and payable on demand.

(b) Computation of Interest and Fees. Interest and fees calculated on a per annum basis shall be calculated on the basis of a 360 day year (or 365-day year in the case of any CORRA Loans and any Canadian Base Rate Loans) and actual days elapsed. The interest rate on non-contingent Canadian Dollar Obligations shall increase or decrease by an amount equal to each increase or decrease in Adjusted Daily Simple CORRA in the case of CORRA Loans effective on the date of any change in Adjusted Daily Simple CORRA, and if at any time there are Canadian Base Rate Loans, an amount equal to each increase or decrease in the Canadian Base Rate effective on the date of any change in the Canadian Base Rate. The interest rate on non-contingent US Dollar Obligations shall increase or decrease by an amount equal to each increase or decrease in the Adjusted Daily Simple SOFR in the case of SOFR Loans effective on the date of any change in Adjusted Daily Simple SOFR, and if at any time there are Base Rate Loans, an amount equal to each increase or decrease in the Base Rate effective on the date of any change in the Base Rate. Each determination by Lender of any interest, fees or interest rate hereunder shall be final, conclusive and binding for all purposes, absent manifest error. All fees shall be fully earned when due and shall not be subject to rebate, refund or proration.

(c) Fees; Expenses. The Borrower shall pay to Lender the fees and Lender Expenses in the amounts and at the time specified in Schedule 2.5.

2.6 Intent to Limit Charges to Maximum Lawful Rate. In no event shall the interest rate or rates payable under any Loan Document, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. If at any time the interest rate set forth in any of the Loan Documents exceeds the maximum interest rate allowable under applicable law, the interest rate will be deemed to be such maximum interest rate allowable under applicable law. Without limiting the generality of the foregoing, (1) if any provision of this Agreement or any other Loan Document would oblige a Loan Party to make any payment of interest or other amount payable to Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by Lender of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by Lender of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: (i) first, by reducing the amount or rate of interest; and (ii) thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid which would constitute interest for purposes of section 347 of the *Criminal Code* (Canada). Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if Lender shall have received an amount in excess of the maximum permitted by the *Criminal Code* (Canada), the applicable Loan Party shall be entitled, by notice in writing to Lender to obtain reimbursement from the Lender in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by Lender to such Loan Party. Any provision of this Agreement or any other Loan Document that would oblige a Loan Party to pay any fine, penalty or rate of interest on any arrears of principal or interest secured by a mortgage on real property that has the effect of increasing the charge on arrears beyond the rate of interest payable on principal money not in arrears shall not apply to such

Loan Party, which shall be required to pay interest on money in arrears at the same rate of interest payable on principal money not in arrears. For the purposes of *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of a 360-day or 365-day year or any other period that is less than a calendar year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or 365 or such other period that is less than a calendar year, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

2.7 Illegality; Market Conditions; Canadian Benchmark Replacement.

(a) Illegality, Market Conditions

Notwithstanding anything to the contrary contained herein, subject to the occurrence of a Benchmark Transition Event, as such terms are defined in Schedule 2.7, or a Canadian Benchmark Transition Event, if (a) any Change in Law has made it unlawful, or any Governmental Authority has asserted that it is unlawful, for Lender to make or maintain a SOFR Loan or CORRA Loan or to maintain the Commitment with respect to a SOFR Loan or CORRA Loan, or to determine or charge interest rates based on Adjusted Daily Simple SOFR or SOFR or the CORRA or Adjusted Daily Simple CORRA or (b) Lender determines in good faith (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto) that Adjusted Daily Simple SOFR or the Adjusted Daily Simple CORRA cannot be determined pursuant to the definition thereof other than as a result of a Benchmark Transition Event or Canadian Benchmark Transition Event, as applicable, then Lender shall give notice thereof to the Borrower and may (A) declare that SOFR Loans or CORRA Loans, as applicable, will not thereafter be made by Lender, such that, as applicable, (i) any request for a SOFR Loan from Lender shall be deemed to be a request for a Base Rate Loan or unless Lender's declaration has been withdrawn (and it shall be withdrawn promptly upon the cessation of the circumstances described in clause (a) or (b) above) and (B) require that, as applicable, (i) all outstanding SOFR Loans made by Lender be converted to Base Rate Loans immediately, in which event all outstanding SOFR Loans shall be so converted and all Obligations denominated in Dollars (except for the undrawn amount of any issued and outstanding Letters of Credit) shall bear interest at the Base Rate in effect from time to time, plus the Applicable Margin, or (ii) all outstanding CORRA Loans made by Lender be converted to Canadian Base Rate Loans immediately, in which event all outstanding CORRA Loans shall be so converted and all Obligations denominated in Canadian Dollars (except for the undrawn amount of any issued and outstanding Letters of Credit) shall bear interest at the Canadian Base Rate in effect from time to time, plus the Applicable Margin. Lender may make technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, prepayment provisions, and other technical, administrative or operational matters) that Lender decides may be appropriate with respect to BSBY, CORRA or any successor rate. Notwithstanding anything to the contrary in any Loan Document, any amendment implementing such changes shall be effective without further action or consent of any party to any Loan Document.

(b) Canadian Benchmark Replacement

(i) Canadian Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Canadian Benchmark Transition Event, Lender may amend this Agreement to replace the then-current Canadian Benchmark with a Canadian Benchmark Replacement. Any such amendment will become effective at 5:00 p.m. on the fifth Business Day after

Lender has provided such amendment to the Borrower without any further action or consent of any Loan Party.

(ii) Canadian Benchmark Replacement Conforming Changes. In connection with the implementation of a Canadian Benchmark Replacement, Lender will have the right to make Canadian Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Canadian Benchmark Replacement Conforming Changes will become effective without any further action or consent of any Loan Party.

(iii) Notices; Standards for Decisions and Determinations. Lender will promptly notify the Borrower of (a) the implementation of any Canadian Benchmark Replacement and (b) the effectiveness of any Canadian Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by Lender pursuant to this Section 2.7(b), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in Lender's sole discretion and without consent from any Loan Party, except, in each case, as expressly required pursuant to this Section 2.7(b).

(iv) Canadian Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Canadian Benchmark Unavailability Period, Lender may (a) declare that CORRA Loans will not thereafter be made by Lender, such that any request for a CORRA Loan from Lender shall be deemed to be a request for a Canadian Base Rate Loan and (b) require that all outstanding CORRA Loans made by Lender be converted to Canadian Base Rate Loans immediately, in which event all outstanding CORRA Loans shall be so converted and shall bear interest at the Canadian Base Rate in effect from time to time, plus the Applicable Margin. The Canadian Base Rate in effect from time to time plus the Applicable Margin shall replace the then-current Canadian Benchmark for any determination of interest hereunder or under any other Loan Document during a Canadian Benchmark Unavailability Period.

2.8 Increased Costs. If any Change in Law shall: (a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, Lender; or (b) subject Lender to any Taxes (other than Indemnified Taxes or Excluded Taxes) with respect to any Loan Document or any SOFR Loan or CORRA Loan made by it, or change the basis of taxation (other than with respect of Indemnified Taxes or Excluded Taxes) of payments to Lender in respect thereof; or (c) impose on Lender any other condition, cost or expense affecting any Loan Document or SOFR Loans or CORRA Loans, and the result of any of the foregoing shall be to increase the cost to Lender of making or maintaining any SOFR Loan or CORRA Loans (or of maintaining its obligation to make any such Revolving Loan), as applicable, or to increase the cost to Lender or to reduce the amount of any sum received or receivable by Lender hereunder (whether of principal, interest or any other amount) then, upon request of Lender, the Borrower will pay to Lender, such additional amount or amounts as will compensate Lender, as the case may be, for such additional costs incurred or reduction suffered.

2.9 Capital Requirements. If Lender determines that any Change in Law affecting Lender or any lending office of Lender or Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on Lender's capital or on the capital of Lender's holding company, if any, as a consequence of any Loan Document, the Commitment or the Revolving Loans, to a level below that which Lender or Lender's holding company could have achieved but for such Change in Law (taking into consideration Lender's policies and the policies of Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to Lender such additional

amount or amounts as will compensate Lender or Lender's holding company for any such reduction suffered.

2.10 Certificates for Reimbursement. A certificate of Lender setting forth the amount or amounts necessary to compensate Lender or its holding company, as the case may be, as specified in Sections 2.8 or 2.9 and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

2.11 Delay in Requests. Failure or delay on the part of Lender to demand compensation pursuant to Sections 2.8 or 2.9 shall not constitute a waiver of Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate Lender pursuant to this Section for any increased costs incurred or reductions occurring more than 180 days prior to the date that Lender becomes aware of the event giving rise to Lender's claim for compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180 day period referred to above shall be extended to include the period of retroactive effect thereof).

3. CONDITIONS; TERM OF AGREEMENT

3.1 Conditions Precedent to the Initial Revolving Loan. The obligation of Lender to make the initial Revolving Loan or issue the initial Letter of Credit is subject to the satisfaction of each of the conditions precedent set forth on Schedule 3.1.

3.2 Conditions Precedent to all Revolving Loans. The obligation of Lender to make any Revolving Loans or issue, amend, renew or extend any Letter of Credit at any time shall be subject to the following conditions precedent:

(a) the representations and warranties of each Loan Party contained in the Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such Revolving Loan, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof));

(b) as of the date of any such Revolving Loan or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, or the use of the proceeds thereof, and after giving effect to any of the foregoing, no Event of Default, or event or condition which with notice, or passage of time, or both, would constitute an Event of Default, shall exist;

(c) Lender shall have received a request for such Revolving Loan or such Letter of Credit (or for the amendment, renewal or extension thereof) in accordance with the requirements of the Loan Documents; and

(d) as of the date of any such Revolving Loan or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, or the use of the proceeds thereof, and after giving effect to any of the foregoing, the aggregate principal amount of the Revolving Loans and the Letter of Credit Usage shall not exceed the lesser of the Revolving Loan Limit or the Borrowing Base.

Each request for a Revolving Loan or the issuance, amendment, renewal or extension of any Letter of Credit delivered by the Borrower shall be deemed to be a representation and warranty by the Borrower that the

conditions specified in Section 3.2 have been satisfied on and as of the date of the applicable Revolving Loan or issuance, amendment, renewal or extension of a Letter of Credit and after giving effect thereto. The making of any Revolving Loan or the issuance, amendment, renewal or extension of any Letter of Credit shall not be deemed a modification or waiver by Lender of any of the terms of any Loan Document or any Event of Default or event or condition which with notice, or passage of time, or both, would constitute an Event of Default.

3.3 Maturity. The Commitment shall continue in full force and effect for a term ending on the Maturity Date (unless terminated earlier in accordance with the terms hereof).

3.4 Effect of Maturity. On the Maturity Date, the Commitment shall automatically terminate and all of the Obligations shall become due and payable without notice or demand and the Borrower shall be required to pay in full all of the Obligations. No termination of the Commitment shall relieve or discharge any Loan Party of its duties, obligations, or covenants under any Loan Document and the Liens of Lender in the Collateral shall continue to secure the Obligations and shall remain in effect until payment in full of all Obligations.

3.5 Early Termination by the Borrower. A Borrower has the option, at any time upon 10 Business Days prior written notice to Lender, to make payment in full of all of the Obligations. The foregoing notwithstanding, the Borrower may rescind such written notice if it states that the proposed payment in full of the Obligations is to be made with the proceeds of third party Indebtedness and if the closing for such incurrence does not happen on or before the date of the proposed termination set forth in such notice (in which case, a new notice shall be required to be sent in connection with any subsequent termination).

4. REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to Lender the following:

4.1 Due Organization and Qualification. Each Loan Party (a) is duly organized and existing and in good standing under the laws of the jurisdiction of its organization, (b) is qualified to do business in any jurisdiction where the failure to be so qualified could reasonably be expected to have a Material Adverse Effect, and (c) has all requisite power and authority to own and operate its assets, to carry on its business as now conducted and as proposed to be conducted, to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby.

4.2 Due Authorization; No Conflict. The execution, delivery, and performance by each Loan Party of the Loan Documents to which it is a party have been duly authorized by all necessary action on the part of such Loan Party. The execution, delivery, and performance by each Loan Party of the Loan Documents to which it is a party do not and will not (a) violate any material provision of federal, state, provincial, territorial, or local law or regulation applicable to any Loan Party, the Governing Documents of any Loan Party, or any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party, (b) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (c) require any approval of any holder of Equity Interests of a Loan Party, other than consents or approvals that have been obtained and that are still in force and effect.

4.3 Binding Obligations; Perfected Liens.

(a) Each Loan Document has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan

Party in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(b) The Liens of Lender are validly created, perfected and first priority Liens, subject as to priority, only to (i) Liens permitted under the Intercreditor Agreement and (ii) Permitted Liens which are non-consensual Permitted Liens, permitted purchase money Liens, or the interests of lessors under Capital Leases.

4.4 Title to Assets; No Liens. Each Loan Party has (a) good, valid, marketable and legal title to (in the case of fee interests and ownership rights in Real Property), (b) valid leasehold interests or valid rights resulting from a lease in (in the case of leasehold interests in real or personal property), and (c) good, valid and marketable title to (in the case of all other personal property), all of its assets reflected in its most recent financial statements delivered to Lender, in each case except for assets disposed of since the date of such financial statements to the extent permitted by any Loan Document. All of such assets are free and clear of Liens except for Permitted Liens.

4.5 Litigation. Except as set forth on Schedule 4.5, there are no actions, suits, proceedings or investigations pending or, to the knowledge of a Loan Party, threatened in writing against a Loan Party, that (a) relate to any Loan Document or transaction contemplated thereby or (b) either individually or in the aggregate has or could reasonably be expected to have a Material Adverse Effect.

4.6 Compliance with Laws. No Loan Party (a) is in violation of any applicable laws, rules, regulations, executive orders, or codes that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, or (b) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, provincial, territorial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

4.7 No Material Adverse Effect. All historical financial statements relating to each Loan Party that have been delivered by a Loan Party to Lender have been prepared in accordance with GAAP (except, in the case of unaudited financial statements, for the lack of footnotes and being subject to year-end audit adjustments) and present fairly in all material respects, the financial condition of such Loan Party as of the date thereof and results of operations for the period then ended. Since December 31, 2021, no event, circumstance, or change has occurred that has or could reasonably be expected to have a Material Adverse Effect.

4.8 Solvency. Except as set forth on Schedule 4.8, each Loan Party is Solvent.

4.9 Environmental Condition. Except as set forth on Schedule 4.9, each Loan Party and its Subsidiaries are in compliance in all material respects with all applicable federal, state, provincial, territorial and local environmental, hazardous waste, health and safety statutes, and any rules or regulations related to such statutes, which govern or affect the operations or properties of such Loan Party and its Subsidiaries. None of the operations of any Loan Party or its Subsidiaries is the subject of any federal, state, provincial, territorial or local investigation evaluating whether any remedial action involving a material expenditure is needed to respond to a release of any toxic or hazardous waste or substance into the environment. No Loan Party has any material contingent liability in connection with any release of any toxic or hazardous waste or substance into the environment.

4.10 Complete Disclosure; Projections. All factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about each Loan Party) furnished by or on behalf of any Loan Party in writing to Lender in connection with any Loan Document, and all other such factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about any Loan Party) hereafter furnished by or on behalf of a Loan Party in writing to Lender will be true and accurate, in all material respects, on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided. Projections delivered to Lender represent the good faith estimate of each Loan Party, on the date such Projections are delivered, of the future performance of such Loan Party for the periods covered thereby based upon assumptions believed by such Loan Party to be reasonable at the time of the delivery thereof to Lender (it being understood that such Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of a Loan Party, and no assurances can be given that such Projections will be realized).

4.11 Taxes. Except (i) as otherwise permitted under Section 5.5 or (ii) as set forth in Schedule 4.11, all tax returns and reports of each Loan Party required to be filed by it have been timely filed, and all taxes shown on such tax returns to be due and payable and all other taxes upon a Loan Party and upon its assets, income, businesses and franchises that are due and payable have been paid when due and payable. Each Loan Party has made adequate provision in accordance with GAAP for all taxes not yet due and payable. To the knowledge of any Loan Party, there is no proposed tax assessment against a Loan Party that is not being contested in good faith by appropriate proceedings diligently pursued and available to a Loan Party, in each case prior to the commencement of foreclosure or other similar proceedings, which proceedings (or orders entered in connection with such proceeding), and adequate reserves or other appropriate provision, if any, as are required by GAAP have been made therefor.

4.12 Margin Stock; Investment Company Act, Etc. No Loan Party owns any Margin Stock or engages principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No Loan Party is subject to regulation under the Federal Power Act or the Investment Company Act of 1940 or under any other Federal or State statute or regulation which may limit its ability to incur Indebtedness or which may otherwise render all or any portion of the Obligations unenforceable. No Loan Party is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company" as such terms are defined in the Investment Company Act of 1940.

4.13 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws; Patriot Act. (a) No member of the Loan Party Group is a Sanctioned Target or is owned or controlled by, or is acting on behalf of, a Sanctioned Target, (b) each Loan Party has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws, and (c) to the knowledge of any Loan Party, no member of the Loan Party Group is under investigation by a Governmental Authority for non-compliance with Sanction(s), Anti-Money Laundering Laws or Anti-Corruption Laws. As of the Closing Date, the information included in the certification regarding beneficial ownership as required by 31 C.F.R. §1010.230 received by Lender from any Loan Party that is a "legal entity customer" as defined in such regulation, is true and correct in all respects.

4.14 Employee and Labour Matters. There is (a) no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party which arises out of or under any collective bargaining agreement and, in either case, that could reasonably be

expected to result in a material liability, and (b) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened in writing against any Loan Party that could reasonably be expected to result in a material liability. Except as described on Schedule 4.14, no Loan Party is party to or bound by any collective bargaining agreement, management agreement or consulting agreement. No Loan Party has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or similar State law, which remains unpaid or unsatisfied.

4.15 ERISA; **Canadian Plans**. No Loan Party, nor any of its Subsidiaries, nor any of its ERISA Affiliates, maintains or contributes to any Benefit Plan. No Loan Party maintains or contributes to any Canadian Pension Plan or Canadian Defined Benefit Plan with respect to any current or former employees.

4.16 Capitalization and Subsidiaries. Schedule 4.16 sets forth (a) a correct and complete list of the name and entity type of each Subsidiary of each Loan Party and each such Subsidiary's relationship to each Loan Party, and (b) a true and complete list of each class of the authorized and issued and outstanding Equity Interests of each Loan Party, all of which issued Equity Interests are validly issued, outstanding, fully paid and non-assessable, and owned beneficially and of record by the Persons identified on Schedule 4.16.

4.17 Brokers. Except as set forth on Schedule 4.17, there are no brokerage commissions, finder's fees or investment banking fees payable in connection with any transactions contemplated by the Loan Documents.

4.18 Material Contracts. Set forth on Schedule 4.18 is a reasonably detailed description of the Material Contracts of each Loan Party. Each Material Contract (a) is in full force and effect and is binding upon and enforceable against such Loan Party and, to such Loan Party's knowledge, each other Person that is a party in accordance with its terms, (b) has not been otherwise amended or modified, and (c) is not in default due to the action or inaction of such Loan Party that could reasonably result in the termination thereof.

4.19 Locations. Schedule 4.19 hereto lists the locations where each Loan Party's jurisdiction of incorporation, formation or organization, registered office and chief executive office are located and all locations or places of business where each Loan Party maintains any Collateral as well as a description of any Real Property owned or leased by each Loan Party, including the address and identifying whether it is leased or owned.

5. AFFIRMATIVE COVENANTS

Unless otherwise hereafter agreed in writing by Lender:

5.1 Financial Statements; Borrowing Base Certificate; Other Information. Each Loan Party (a) will deliver to Lender each of the financial statements, reports, and other items set forth on Schedule 5.1 no later than the times specified therein, (b) will maintain a system of accounting that enables each Loan Party to produce financial statements in accordance with GAAP, and (c) will (i) keep a reporting system that shows all additions, sales, claims, returns, and allowances with respect to its sales and (ii) maintain its billing systems and practices substantially as in effect as of the Closing Date and will only make material modifications thereto with notice to, and with the consent of, Lender; and for greater certainty the Lender consents to the transition to the Sage X3 ERP system.

5.2 Notices of Material Events. The Borrower will promptly (but in any event within five (5) Business Days) notify Lender in writing of: (a) any event, condition or circumstance that, with the giving of notice, the passage of time, or both, would be an Event of Default or the occurrence of any Event of

Default, (b) any matter that has, or could reasonably be expected to have, a Material Adverse Effect, (c) any breach of Section 4.13 or Section 6.11, (d) any material dispute, litigation, investigation, proceeding or suspension between a Loan Party and any Governmental Authority or the commencement of, or any material development in, any litigation or proceeding affecting a Loan Party which could reasonably be expected to result in a Material Adverse Effect, (e) any material change in accounting policies or financial reporting practices of a Loan Party, (f) any change in the chief executive officer or chief financial officer of the Borrower, (g) the discharge by the Borrower of its independent accountants or any withdrawal or resignation by such accountants, (h) any collective bargaining agreement or other labour contract to which a Loan Party becomes a party, or the application for the certification of a collective bargaining agent, (i) the filing of any Lien for unpaid taxes against any Loan Party in excess of 50% of the Material Amount, (j) any termination or cancellation of insurance which a Loan Party is required to maintain under the Loan Documents (other than insurance which is replaced as of the date of termination or cancellation), or any loss, damage, or destruction to, or commencement of any action or proceeding for the taking under eminent domain, condemnation or similar proceeding, of Collateral in the amount of 50% of the Material Amount or more, whether or not covered by insurance, (k) any dispute or claims by any customers of a Loan Party exceeding 50% of the Material Amount individually or in the aggregate during any fiscal year or any inventory returned to or recovered by a Loan Party outside of the ordinary course of business with a fair market value that exceeds 50% of the Material Amount individually or in the aggregate, (l) the acquisition or creation of any new Subsidiary, (m) delivery by, or receipt of a notice of, a breach of a Material Agreement by a Loan Party and (n) any transaction occurring after the Closing Date consisting of: (i) the incurrence of Material Indebtedness, (ii) the making of any Permitted Investments in excess of the Material Amount, and (iii) mergers, amalgamations or acquisitions permitted under Section 6.3; provided, that, each such notice under these clauses (i), (ii) and (iii) will be received by Lender not less than ten (10) Business Days prior thereto. Promptly following delivery of such notice, the Borrower shall provide the Lender with such other information with respect thereto as Lender may reasonably request. Each notice pursuant to this Section will be accompanied by a statement of an Authorized Person of a Loan Party setting forth details of the occurrence referred to therein and stating what action each Loan Party has taken and proposes to take with respect thereto.

5.3 Existence. Each Loan Party will preserve and keep in full force and effect such Person's valid existence and good standing in its jurisdiction of organization (except in connection with a Permitted Reorganization) and, except as could not reasonably be expected to have a Material Adverse Effect, good standing with respect to all other jurisdictions in which it is qualified to do business and any rights, franchises, permits, licenses, accreditations, authorizations, or other approvals material to their businesses.

5.4 Maintenance of Properties. Each Loan Party will maintain and preserve all of its assets that are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear, tear, casualty, and condemnation and Permitted Dispositions excepted.

5.5 Taxes. Each Loan Party will pay in full before delinquency or before the expiration of any extension period all taxes imposed, levied, or assessed against it, or any of its assets or in respect of any of its income, businesses, or franchises (including taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or subsequently imposed by any Governmental Authority and all related interest, penalties or similar liabilities), except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) such liabilities would not exceed the Material Amount and none of the Collateral would become subject to forfeiture or loss; provided, that, each Loan Party will make timely payment or deposit of all withholding taxes and other payroll taxes to the appropriate Governmental Authority as and when claimed to be due, notwithstanding the foregoing exceptions, and will, upon request, furnish Lender with proof reasonably satisfactory to Lender indicating that such Loan Party has made such payments or deposits.

5.6 Insurance. Each Loan Party will maintain with financially sound and reputable carriers (a) insurance in such amounts (with no greater risk retention) and against such risks and such other hazards, as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations and (b) all insurance required pursuant to the Loan Documents. Each Loan Party will from time to time upon Lender's request furnish to Lender correct and complete copies of any insurance policies and such other information in reasonable detail as to the insurance so maintained as Lender may request.

5.7 Field Examinations; Appraisals. Upon the request of Lender after reasonable prior notice to the Borrower, the Borrower will permit Lender or a firm engaged by Lender for such purpose to (a) conduct field examinations, including with respect to such Borrower's practices in the calculation of the Borrowing Base and the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves, provided, that, commencing after the Closing Date, (i) Lender shall not conduct, at the expense of the Borrower, more than two (2) field examinations in any 12 month period, (ii) Lender may conduct, at the expense of the Borrower, such other field examinations as Lender may request at any time as may be required by law or regulation or when an Event of Default exists and (iii) Lender may conduct additional field examinations at any time at its own expense and (b) conduct appraisals of the Collateral in form, scope and methodology acceptable to Lender, provided, that, (i) Lender shall not conduct, at the expense of the Borrower, more than two appraisals of the inventory and one appraisal of equipment in any 12 month period, (ii) Lender may conduct, at the expense of the Borrower, such other appraisals as Lender may request at any time as required by law or regulation or when an Event of Default exists and (iii) Lender may conduct additional appraisals at any time at its own expense. Upon the request of Lender, after reasonable prior notice to the Borrower when no Event of Default exists, as part of any field examination or at other reasonable times during normal business hours when no Event of Default exists or such other times as Lender may request otherwise, each Loan Party will permit representatives and other professionals (including investment bankers, consultants, accountants, and lawyers) engaged by Lender for such purpose to visit and inspect any of its properties and to discuss its affairs, finances and accounts with its directors, officers, and accountants, at the expense of the Borrower.

5.8 Compliance with Laws; OFAC; Sanctions, Etc. Each Loan Party will, subject to the terms below, comply with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority, other than laws, rules, regulations, and orders the non-compliance with which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Each Loan Party will, and will cause each other member of the Loan Party Group to, (a) comply with Sanctions and (b) comply with Anti-Money Laundering Laws and Anti-Corruption Laws in all material respects.

5.9 Cash Management; Collection of Proceeds of Collateral.

(a) Each Loan Party will establish and maintain, at its expense, deposit accounts and cash management services of a type and on terms, and with the banks, set forth on Schedule 5.9 and, subject to Section 5.9(b), such other banks as a Loan Party may hereafter select (such other banks, together with the banks set forth on Schedule 5.9, collectively, the "Cash Management Banks" and individually, a "Cash Management Bank") provided, that, the Loan Parties shall establish their primary depository and treasury management relationships with Wells Fargo or one or more of its Affiliates on or before the date that is 120 days after the Closing Date (or such longer period as Lender may agree) and will maintain such depository and treasury management relationships at all times during the term of this Agreement, except as Lender may otherwise hereafter specifically agree in writing. Each Loan Party will deliver, or cause to be delivered to Lender, on or before the date set forth in Section 5.14(a), a Control Agreement with respect to each of its deposit accounts duly authorized, executed and delivered by each Cash Management Bank where a deposit account is maintained, such Loan Party and Lender; provided, that, a Loan Party will not be required

to deliver a Control Agreement with a Cash Management Bank as to any deposit account that is specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the salaried employees of a Loan Party. Each Loan Party will direct all account debtors or other obligors in respect of any amounts payable to a Loan Party to make payment of all such amounts to a Collection Account and otherwise take all reasonable actions to cause such payments to be made to a Collection Account. Each Loan Party and its respective employees, agents and Affiliates will, acting as trustee for Lender, receive, as the property of Lender, any monies, checks, notes, drafts or any other payment relating to, or proceeds of, accounts or other Collateral which come into its possession or under its control and promptly upon receipt thereof, will deposit or cause the same to be deposited in a Collection Account, or remit the same or cause the same to be remitted, in kind, to Lender. In no event will the same be commingled with a Loan Party's own funds or the funds of any other Person. Each Loan Party and Control Agreement shall cause all amounts in each Collection Account to be transferred on a daily basis (or with such other frequency as Lender may otherwise specifically agree) to the Lender Payment Account at all times.

(b) So long as no Event of Default exists, upon not less than five (5) Business Days' prior written notice to Lender, a Loan Party may amend Schedule 5.9 to add or replace a deposit account or Cash Management Bank and will upon such addition or replacement provide to Lender an amended Schedule 5.9; provided, that, (i) such prospective Cash Management Bank shall be satisfactory to Lender in its Permitted Discretion, and (ii) at or prior to the time of the opening of such deposit account a Loan Party and such prospective Cash Management Bank will have executed and delivered to Lender a Control Agreement. A Loan Party will close any of its deposit accounts (and establish replacement deposit accounts in accordance with the foregoing sentence) as promptly as practicable and in any event within 45 days after notice from Lender that the operating performance, funds transfer, or availability procedures or performance of the Cash Management Bank with respect to deposit accounts or Lender's liability under any Control Agreement with such Cash Management Bank is no longer satisfactory to Lender in its Permitted Discretion.

5.10 Further Assurances.

(a) Without limiting the foregoing, each Loan Party will take such actions and execute and deliver to Lender such instruments and documents as Lender may from time to time request in its Permitted Discretion (including obtaining agreements from third parties) to create, maintain, perfect, establish, preserve and protect Lender's Liens in the Collateral (and the priority thereof) and rights in the Collateral and to carry out the terms and conditions of the Loan Documents. Notwithstanding anything to the contrary contained herein, Lender shall not accept a Lien on Real Property from any Loan Party unless Lender has completed its flood insurance diligence, has received copies of all flood insurance documentation and has confirmed that flood insurance compliance has been completed as required by applicable laws or as otherwise satisfactory to Lender and Lender shall not accept delivery of any joinder to any Loan Document with respect to any Subsidiary of any Loan Party that is not a Loan Party, if such Subsidiary qualifies as a "legal entity customer" under 31 C.F.R. Section 1010.230, unless such Subsidiary has delivered a certification regarding beneficial ownership as required by such regulation in relation to such Subsidiary and Lender has completed its Patriot Act searches, OFAC/PEP searches and customary individual background checks for such Subsidiary, the results of which shall be satisfactory to Lender.

(b) In addition, the Loan Parties shall provide the Lender with prior written notice of the creation or acquisition of any new Subsidiary of a Loan Party in accordance with the requirements of 5.2 and shall cause each such Subsidiary to execute and deliver to the Lender, within 30 days of becoming a Subsidiary, a joinder to this Agreement, a Guarantee and any Security Agreement required by Lender in order to grant in favour of Lender a Lien on all of the Collateral of such Subsidiary, each in form acceptable to the Lender, together with a pledge of all the Equity Interests of such Subsidiary and such legal opinions, officer's

certificates, lien searches and other supporting documents as the Lender may reasonably require, including all documentation required for Lender to comply with "know your client" requirements and to conduct customary searches and background checks for such Subsidiary, the results of which shall be satisfactory to Lender. Notwithstanding anything to the contrary herein, with respect to any inactive Subsidiary with no assets or liabilities, the foregoing requirements may be deferred by the Borrower until the date that the Subsidiary has any assets or liabilities, in which case the foregoing requirements must be met within 30 days of such date.

5.11 End of Fiscal Years; Fiscal Quarters. Each Loan Party will, for financial reporting purposes, cause its fiscal year to end on December 31 of each year, and fiscal quarters to end on the last day of each of March, June, September and December of each year.

5.12 Costs and Expenses. Each Loan Party will pay to Lender at the time specified in Schedule 2.5 all reasonable costs, expenses, filing fees and stamp, court or documentary, intangible, recording, filing or similar taxes paid or payable in connection with the preparation, negotiation, execution, delivery, recording, administration, collection, liquidation, enforcement and defense of the Obligations, Lender's rights in the Collateral, the Loan Documents and all other documents related thereto, including any amendments, supplements or consents which may hereafter be contemplated (whether or not executed) or entered into in respect thereof (all of the foregoing being referred to herein collectively, as "Lender Expenses"), including: (a) all costs and expenses of filing or recording (including PPSA and UCC financing statement filing taxes and fees, documentary taxes, intangibles taxes and mortgage recording taxes and fees, if applicable), (b) costs and expenses and fees for insurance premiums, environmental audits, title insurance premiums, surveys, assessments, engineering reports and inspections, appraisal fees and search fees, background checks, costs and expenses of remitting loan proceeds, collecting cheques and other items of payment, together with Lender's customary charges and fees with respect thereto, (c) costs and expenses of preserving and protecting the Collateral, (d) costs and expenses paid or incurred in connection with obtaining payment of the Obligations, enforcing the Liens of Lender in the Collateral, selling or otherwise realizing upon the Collateral, and otherwise enforcing the provisions of the Loan Documents or defending any claims made or threatened against Lender arising out of the transactions contemplated thereby (including preparations for and consultations concerning any such matters), (e) subject to the limitations set forth in Section 5.7, all out-of-pocket expenses and costs heretofore and from time to time hereafter incurred by Lender during the course of periodic field examinations, plus a per diem charge at Lender's then standard rate for Lender's examiners in the field and office (which rate as of the Closing Date is $1,000 per person per day), and (f) the reasonable fees and disbursements of counsel (including legal assistants) to Lender in connection with any of the foregoing.

5.13 Material Contracts. Contemporaneously with the delivery of each Compliance Certificate pursuant to Section 5.1, provide Lender with copies of (a) each Material Contract of a Loan Party entered into since the delivery of the previous Compliance Certificate, and (b) each material amendment or modification of any Material Contract entered into since the delivery of the previous Compliance Certificate.

5.14 Post-Closing Covenant. The Borrower hereby agrees to deliver, or cause to be delivered, to Lender by November 20, 2024:

(a) Lender shall have received a certificate of an Authorized Person of each Loan Party, in form and substance reasonably satisfactory to the Lender certifying (i) that attached copies of the Governing Documents of each Loan Party are true and complete, and in full force and effect, without amendment except as shown; (ii) that an attached copy of resolutions authorizing execution, delivery and performance of the Loan Documents is true and complete, and that such resolutions are in full force and effect, were duly adopted, have not been amended, modified or revoked, and constitute all resolutions adopted with

respect to this Credit Facility; and (iii) to the title, name and signature of each Person authorized to sign the Loan Documents.

(b) opinion letters of (i) Canadian counsel to the Loan Parties with respect to corporate opinions on the Loan Parties and Loan Documents, and (ii) U.S. counsel to the Loan Parties and Loan Documents, on such matters as Lender may reasonably request.

5.15 Management Consultant. The Borrower shall use their best efforts to continue to retain the Management Consultant.

6. NEGATIVE COVENANTS

6.1 Indebtedness. Each Loan Party will not create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness, except for Permitted Indebtedness.

6.2 Liens. Each Loan Party will not create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any of its assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens.

6.3 Restrictions on Fundamental Changes. Each Loan Party will not (a) enter into any merger, amalgamation, consolidation, reorganization, recapitalization, division or plan of division, or reclassify its Equity Interests, except for any Permitted Reorganization, (b) directly or indirectly purchase or otherwise acquire all or substantially all of the assets of (or any division or business line of) any other Person, or 50% or more of any class of Equity Interests of any other Person, (c) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution), except for any Permitted Reorganization, (d) suspend or cease operating a substantial portion of its business (except in the case of a transfer of such business to another Loan Party or a Permitted Disposition), or (e) change its classification/status for Canadian or U.S. Federal income tax purposes.

6.4 Asset Dispositions. Each Loan Party will not convey, sell, lease, license, assign, transfer, or otherwise dispose of any of its assets (including by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division"), except for Permitted Dispositions and transactions permitted under Section 6.3.

6.5 Nature of Business. Each Loan Party will not (a) engage in any business other than the business of such Loan Party on the Closing Date and any business reasonably related or ancillary to such business of such Loan Party on the Closing Date or a reasonable extension of the business of manufacturing and marketing of earth-friendly products or (b) acquire any properties or assets that are not reasonably related or ancillary thereto. Notwithstanding anything to the contrary in this Agreement, Good Natured Real Estate Holdings (Ontario) Inc. will not (a) engage in any business other than the business of leasing the Real Estate or (b) acquire any properties or assets other than the Real Estate and the equipment and fixtures required to operate the building on the Real Estate such as heating, ventilation and air conditioning systems, temperature control systems, building theft detection systems, sprinkler systems, flooring and light fixtures.

6.6 Prepayments and Amendments. Each Loan Party will not:

(a) prepay, redeem, defease, purchase or otherwise acquire any Indebtedness of any Loan Party or make, directly or indirectly, any optional or voluntary payment in respect of any such Indebtedness, except for payments of: (i) the Obligations; (ii) obligations under Hedge Agreements entered into with Lender or

any of its Affiliates; (iii) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the assets securing such Indebtedness to the extent such sale or transfer is permitted hereunder; (iv) Indebtedness owing to another Loan Party; (v) other Permitted Indebtedness (excluding in all cases any Subordinated Indebtedness) in cash, provided that, as of the date of any such payment under this clause (v) and after giving effect thereto, each of the Payment Conditions is satisfied, and (vi) TD Indebtedness, RBC Indebtedness, EDC Indebtedness and Hilco Indebtedness provided that, as of the date of any such payment under this clause (vi) and after giving effect thereto, each of the Payment Conditions is satisfied (and only to the extent permitted under the terms of the Intercreditor Agreement);

(b) directly or indirectly, amend, modify, or change any of the terms or provisions of:

(i) any agreement, instrument, document or other writing evidencing or concerning Permitted Indebtedness except (A) the Obligations in accordance with this Agreement, (B) obligations under Hedge Agreements entered into with Lender or any of its Affiliates, (C) Indebtedness permitted under clauses (c), (d), (e), (f) and (g) of the definition of Permitted Indebtedness, (D) Subordinated Indebtedness to the extent permitted under the subordination agreement with respect thereto, (E) RBC Indebtedness and TD Indebtedness to the extent permitted under the Intercreditor Agreement with respect thereto, or (F) in the case of any other Material Indebtedness, after prior written notice to Lender, to amend or modify the terms thereof to forgive or cancel any portion of such Indebtedness (other than pursuant to payment thereof) or to reduce the interest rate or any fees in connection therewith, or to make the terms thereof less restrictive or burdensome to such Loan Party; or

(ii) the Governing Documents of any Loan Party if the effect thereof, either individually or in the aggregate, could reasonably be expected to be materially adverse to the interests of Lender.

6.7 Restricted Payments. Each Loan Party will not declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (a) a Loan Party may declare and make dividend payments or other distributions payable solely in the Equity Interests of such Loan Party, (b) a Loan Party may make Restricted Payments pursuant to and in accordance with any management equity subscription agreement, employee agreement or stock option agreement or other agreement with such officer, director or employee or former officer, director or employee, provided that, (i) such payments consist of customary fees, customary directors' and officers' indemnifications and similar arrangements for directors and officers of any Loan Party entered into in the ordinary course of business and are reasonable and consistent with market practice, or (ii) the aggregate cash consideration for such payments (other than as listed in (b)(i)) paid in any fiscal year of such Loan Party shall not exceed $600,000, (c) a Loan Party may make Permitted Tax Distributions, (d) a Loan Party may make a Restricted Payment to another Loan Party and (e) the Borrower may pay management fees to HUK 147 Limited in amounts not to exceed Cdn$10,000 per month and Cdn$120,000 per annum and (f) a Loan Party may make other Restricted Payments not otherwise expressly provided for in this Section, provided that, as of the date of any such Restricted Payment and after giving effect thereto, each of the Payment Conditions is satisfied.

6.8 Accounting Methods. Each Loan Party will not modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP).

6.9 Investments. Each Loan Party will not, directly or indirectly, make or acquire any Investment or incur any liabilities (including contingent obligations) for or in connection with any Investment except for Permitted Investments.

6.10 Transactions with Affiliates. Each Loan Party will not, directly or indirectly, purchase, acquire or lease any property from, or sell, transfer or lease any property to, any officer, director or other Affiliate of a Loan Party, except pursuant to the reasonable requirements of the business of such Loan

Party and upon fair and reasonable terms no less favourable to such Loan Party than such Loan Party would obtain in a comparable arm's length transaction with a Person that is not an Affiliate, except for: (a) the payment of reasonable compensation, severance, or employee benefit arrangements to employees, officers, and outside directors of a Loan Party, and any indemnity provided for the benefit of directors (or comparable managers) of a Loan Party, (b) transactions among Loan Parties, and (c) Restricted Payments permitted under Section 6.7.

6.11 Use of Proceeds. Each Loan Party will not use the proceeds of any Revolving Loans, Letter of Credit for any purpose other than (a) on the Closing Date, to refinance existing Indebtedness of the Borrower and finance other payments to each of the Persons listed in the disbursement direction letter furnished by the Borrower to Lender on or about the Closing Date and to pay the fees, costs and expenses in connection with the Loan Documents and the transactions contemplated thereby and (b) thereafter, for working capital, capital expenditures and other general corporate purposes consistent with the terms hereof, for their lawful and permitted purposes, provided, that, no part of the proceeds of the Revolving Loans will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors. Each Loan Party will not, and will cause each other member of the Loan Party Group not to, directly or indirectly, use any of the Credit Facility to fund, finance or facilitate any activities, business or transactions that would be prohibited by (i) Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) Sanctions if conducted by Lender, or any other party hereto.

6.12 Canadian Defined Benefit Plan. No Loan Party shall maintain or contribute to any Canadian Defined Benefit Plan with respect to any current or former employees.

6.13 Location of Assets in Other Jurisdictions. No Loan Party shall, except in the case of property being delivered to a customer in the ordinary course of business as part of the performance of its obligations, or the provision of its services, under a contract entered into with that customer, (1) move any property from a jurisdiction in which the Lien of the Security over such property is perfected to a jurisdiction where that Lien is not perfected or where, after a temporary period allowing for registration in such other jurisdiction, that Lien could become unperfected (the "Other Jurisdiction"), or (2) suffer or permit in any other manner any of its property to not be subject to that Lien or to be or become located in a jurisdiction in which that Lien is not perfected, unless:

(a) the Loan Party has first given thirty (30) days prior written notice thereof to the Lender; and

(b) except where the aggregate value of the assets of the Loan Parties in the Other Jurisdiction is less than $250,000 (or, solely with respect to collateral located in the province of Quebec, less than $400,000), the applicable Loan Party has first executed and delivered to the Lender all Security and all financing or registration statements deemed necessary or admissible by, and in form and substance satisfactory to the Lender or Lender's Counsel in its sole discretion, acting reasonably, to ensure that the Security at all times constitutes a perfected first priority Lien (subject only to Permitted Liens) over such property in the Other Jurisdiction, together with any supporting certificates, resolutions, opinions and other documents as the Lender or Lender's Counsel may deem necessary or desirable in its sole discretion, acting reasonably, in connection with such security and registrations.

For greater certainty, no Loan Party shall be required to take any action to perfect security over assets located in the province of Quebec unless the aggregate value of such assets shall exceed $400,000.

6.14 No Change of Name. No Loan Party shall change its name without providing the Lender with thirty (30) days prior written notice thereof.

7. FINANCIAL COVENANT

7.1 Fixed Charge Coverage Ratio. Beginning with the month of January 2026, the Borrower, on a consolidated basis, shall have a Fixed Charge Coverage Ratio, determined for the most recently ended trailing twelve month period for which Lender has received financial statements of not less than 1.00 to 1.00.

7.2 Minimum EBITDA. The Borrower shall achieve EBITDA, measured on a quarter-end basis, of at least the required amount set forth in the following table for the applicable period set forth opposite thereto.

Applicable Amount (Cdn$)	Applicable Period
750,000	The quarter ended March 31, 2025
1,500,000	The two quarters ended June 30, 2025
2,250,000	The three quarters ended September 30, 2025
3,000,000	Last four quarters ended December 31, 2025

8. EVENTS OF DEFAULT AND REMEDIES

8.1 Events of Default. The occurrence of any of the following will constitute an "Event of Default" under any Loan Document:

(a) Payments. A Borrower (i) fails to make any payment of principal or interest hereunder when due or (ii) fails to pay fees, Lender Expenses or any of the other Obligations within three Business Days after the due date thereof.

(b) Covenants. (i) a Loan Party fails to perform any of the covenants contained in Sections 5.1, 5.3, 5.6, 5.8, 5.14, 6 and 7, or (ii) a Loan Party fails to perform any of the covenants contained in Section 5.2 or 5.9 and such failure shall continue for 10 days; provided, that, such 10 day period shall not apply in the case of any failure to observe any such covenant which is not capable of being cured at all or within such 10 day period or which has been the subject of a prior failure within a six month period or (iii) a Loan Party fails to perform any of the terms, covenants, conditions or provisions contained in any Loan Document other than those otherwise described in this Article 8 and such failure shall continue for 30 days; provided, that, such 30 day period shall not apply in the case of any failure to observe any such covenant which is not capable of being cured at all or within such 30 day period or which has been the subject of a prior failure within a six month period.

(c) Judgments. One or more judgments, orders, or awards for the payment of money in excess of the Material Amount in any one case or in the aggregate at any point in time (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has not denied or disputed coverage) is entered or filed against a Loan Party, or with respect to any of its assets, shall remain undischarged or unvacated for a period in excess of 30 days or execution shall at any time not be effectively stayed, or any judgment other than for the payment of money, or injunction, attachment,

garnishment or execution is rendered against a Loan Party or any of the Collateral having a value in excess of the Material Amount in any one case or in the aggregate at any point in time.

(d) Voluntary Bankruptcy, Involuntary Bankruptcy, Etc. (i) An Insolvency Proceeding is commenced by a Loan Party or (ii) an Insolvency Proceeding is commenced against a Loan Party or all or any part of its properties and such petition or application is not dismissed within 60 days after the date of its filing or such Loan Party shall file any answer admitting or not contesting such petition or application or indicates its consent to, acquiescence in or approval of, any such action or proceeding or the relief requested is granted sooner.

(e) Default Under Other Agreements. Any default in respect of (i) the TD Indebtedness, (ii) the RBC Indebtedness, (iii) any other Material Indebtedness, which default continues for more than the applicable cure period, if any, with respect thereto, without waiver of default by the holder of the Indebtedness, if the effect of such default effect is to accelerate, or permit the acceleration of the Indebtedness; or (iv) the subordination provisions in favour of the Lender contained in any agreement related to any Subordinated Indebtedness shall cease to be in full force and effect or to give Lender the rights purported to be created thereby.

(f) Representations, Etc. Any warranty, representation, certificate, statement, or record made in any Loan Document or delivered in writing to Lender in connection with any Loan Document proves to be untrue in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality or Material Adverse Effect) as of the date of issuance or making or deemed making thereof, and, if the circumstances giving rise to the incorrect representation or warranty are capable of modification or rectification (such that, thereafter the representation or warranty would be correct), the representation or warranty remains uncorrected for a period of 15 days;

(g) Guarantee. If the obligation of any Loan Party under a Guarantee, or other Person under any guarantee of any Obligations, is limited or terminated by operation of law or by such Loan Party or other Person (other than in accordance with the terms of any Loan Document) or any Loan Party or such other Person repudiates or revokes or purports to repudiate or revoke such Guarantee or any such guarantee.

(h) Loan Documents. (i) The validity or enforceability of any Loan Document shall at any time for any reason (other than solely as the result of an action or failure to act on the part of Lender) be declared to be null and void, or a proceeding shall be commenced by a Loan Party, or by any Governmental Authority having jurisdiction over a Loan Party, seeking to establish the invalidity or unenforceability of any Loan Document, or a Loan Party shall deny that such Loan Party has any liability or obligation purported to be created under any Loan Document or (ii) any Loan Document that purports to create a Lien shall, for any reason, fail or cease to create a valid and perfected and (except to the extent of (A) Liens permitted pursuant to the Intercreditor Agreement and (B) Permitted Liens which are non-consensual Permitted Liens, permitted purchase money Liens or the interests of lessors under Capital Leases) first priority Lien on the Collateral covered thereby, except (A) as a result of a disposition of the applicable Collateral in a transaction permitted under any Loan Document, or (B) as the result of an action or failure to act on the part of Lender.

(i) Change of Control. A Change of Control shall occur, whether directly or indirectly.

8.2 Remedies.

(a) At any time an Event of Default exists, Lender shall have any and all rights and remedies provided in any Loan Document, the PPSA, the UCC and other applicable law, all of which rights and remedies may be exercised without notice to or consent by a Loan Party, except as such notice or consent

is expressly provided for under any applicable Loan Document or required by applicable law. All rights, remedies and powers granted to Lender under any Loan Document, the PPSA, the UCC or other applicable law are cumulative, are not exclusive and are enforceable, in Lender's discretion, alternatively, successively, or concurrently on any one or more occasions, and shall include the right to apply to a court of equity for an injunction to restrain a breach or threatened breach by a Loan Party of any Loan Document. Lender may, at any time, an Event of Default exists, proceed directly against one or more Loan Party to collect the Obligations without prior recourse to the Collateral.

(b) Without limiting the generality of the foregoing, at any time an Event of Default exists, Lender may (i) accelerate the payment of all or any portion of the Obligations and demand immediate payment thereof to Lender (provided, that, upon the occurrence of any Event of Default described in Section 8.1(d), all Obligations shall automatically become immediately due and payable), (ii) by written notice to a Loan Party, require Loan Parties to provide cash collateral in an amount equal 103% of the Letter of Credit Usage, (iii) terminate the Commitment (provided, that, upon the occurrence of any Event of Default described in Section 8.1(d), the Commitment and any other obligation of Lender under any Loan Document shall automatically terminate), (iv) cease making Revolving Loans or providing Letters of Credit or reduce the lending formulas or amounts of Revolving Loans or (v) establish such Reserves as Lender determines, without limitation or restriction, notwithstanding anything to the contrary contained herein.

9. NOTICES, AMENDMENTS, WAIVERS, INDEMNIFICATION, ETC.

9.1 Demand; Protest; Counterclaims, Etc. Each Loan Party waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by Lender on which any Loan Party may in any way be liable. No notice to or demand on a Loan Party which Lender may elect to give shall entitle a Loan Party to any other or further notice or demand in the same, similar or other circumstances. Each Loan Party waives all rights to interpose any claims, deductions, setoffs or counterclaims of any nature (other than compulsory counterclaims) in any action or proceeding with respect to any Loan Document, the Obligations, the Collateral or any matter arising therefrom or relating hereto or thereto.

9.2 Indemnification. Each Loan Party shall pay, indemnify, defend, and hold Lender and its Affiliates, officers, directors, employees, attorneys, and agents (each, an "Indemnified Person") harmless (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (a) in connection with or as a result of or related to the execution and delivery, enforcement, performance, or administration (including any restructuring or workout with respect hereto) of any Loan Document, or the transactions contemplated thereby, (b) with respect to any actual or prospective investigation, litigation, or proceeding related to any Loan Document, the making of any Revolving Loans, the issuance of any Letter of Credit or the use of the proceeds of any Revolving Loan or any Letter of Credit (whether or not any Indemnified Person is a party thereto), or any act, omission, event, or circumstance in any manner related thereto, and (c) in connection with or arising out of any presence or release of hazardous materials at, on, under, to or from any assets or properties owned, leased or operated by any Loan Party or otherwise related to compliance with applicable environmental laws (each and all of the foregoing, the "Indemnified Liabilities"). The foregoing to the contrary notwithstanding, no Loan Party shall have any obligation to any Indemnified Person under this Section with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross or intentional fault, gross negligence, or wilful misconduct of such Indemnified

Person or its officers, directors, employees, attorneys, or agents. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations.

9.3 Notices. Unless otherwise provided in this Agreement, all notices or demands relating to any Loan Document shall be in writing and shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or electronic mail (at such email addresses as a party may designate in accordance herewith). In the case of notices or demands to any Loan Party or Lender, as the case may be, they shall be sent to the address set forth below:

To each Loan Party:

Address: 5 Abacus Road, Brampton, Ontario L6T 5B7
Attention: Paul Antoniadis
Email: paul.a@goodnaturedproducts.com

To the Lender

Address: 10 S. Wacker Drive, Chicago, IL 60606
Attention: Anne Sasal Wells Fargo Relationship Manager
Telephone: 312-739-2236
Email: anne.sasal@wellsfargo.com

Any party hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other parties. All notices or demands sent in accordance with this Section shall be deemed received on the earlier of the date of actual receipt or three Business Days after the deposit thereof in the mail; provided, that, (a) notices sent by overnight courier service shall be deemed to have been given when received, (b) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient) and (c) notices by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment).

9.4 Assignments; Successors. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, that, no Loan Party may assign this Agreement or any rights or duties hereunder without Lender's prior written consent and any prohibited assignment shall be absolutely void ab initio. No consent to assignment by Lender shall release any Loan Party from its Obligations. Lender may assign the Loan Documents in whole or in part and its rights and duties thereunder or grant participations in the Obligations and no consent or approval by any Loan Party shall be required in connection with any such assignment or participation.

9.5 Amendments; Waivers. No amendment or modification of any Loan Document shall be effective unless it has been agreed to by Lender in a writing that specifically states that it is intended to amend or modify such Loan Document. No failure by Lender to exercise any right, remedy, or option under any Loan Document, or delay by Lender in exercising the same, will operate as a waiver thereof. No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Lender on any occasion shall affect or diminish Lender's rights thereafter to require strict performance by any Loan Party of any provision of any Loan Document. Lender's rights under the Loan Documents will be cumulative and not exclusive of any other right or remedy that Lender may have.

10. JURY TRIAL WAIVER; OTHER WAIVERS CONSENTS; GOVERNING LAW.

10.1 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY OTHERWISE PROVIDED HEREIN OR THEREIN), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF OR THEREOF, THE RIGHTS OF THE PARTIES HERETO OR THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

10.2 FORUM NON CONVENIENS. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THE LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE PROVINCE OF BRITISH COLUMBIA (SUBJECT TO SECTION 10.4); PROVIDED, THAT, ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH LOAN PARTY AND LENDER WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

10.3 WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH LOAN PARTY AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF ANY LOAN DOCUMENT OR ANY TRANSACTION CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH LOAN PARTY AND LENDER REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

10.4 SUBMISSION TO JURISDICTION. EACH LOAN PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF BRITISH COLUMBIA LOCATED IN THE CITY OF VANCOUVER, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN ANY LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO ANY LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

10.5 WAIVER OF CLAIMS. NO CLAIM MAY BE MADE BY ANY LOAN PARTY AGAINST LENDER OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF

LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY ANY LOAN DOCUMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH LOAN PARTY HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOUR.

11. GENERAL PROVISIONS

11.1 Effectiveness; Section Headings; Severability. This Agreement shall be binding and deemed effective when executed by each Loan Party and Lender whose signature is provided for on the signature pages hereof. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.2 Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with any relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart within a reasonable period of time if requested in writing, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The foregoing shall apply to each other Loan Document, and any notice delivered hereunder or thereunder, mutatis mutandis.

11.3 Patriot Act; Canadian Anti-Money Laundering. Lender hereby notifies each Loan Party that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies each Person or corporation who opens an account or enters into a business relationship with it, which information includes the name and address of such Loan Party and other information that will allow Lender to identify such Person in accordance with the Patriot Act and any other applicable law. Each Loan Party is hereby advised that any Revolving Loans or Letters of Credit are subject to satisfactory results of such verification. Lender shall have the right to periodically conduct due diligence on each Loan Party, its senior management and key principals and legal and beneficial owners. Each Loan Party agrees to cooperate in respect of the conduct of such due diligence and further agrees that the reasonable costs and charges for any such due diligence by Lender shall constitute Lender Expenses for which Lender is entitled to reimbursement as provided herein and be for the account of the Borrower. Each Loan Party acknowledges that, pursuant to the Canadian Anti-Money Laundering & Anti-Terrorism Legislation and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws (collectively, including any guidelines or orders thereunder, "AML Legislation"), Lender may be required to obtain, verify and record information regarding the Loan Parties and their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Loan Parties, and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Lender or any prospective assignee of Lender, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

11.4 Integration. The Loan Documents reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the Closing Date. The foregoing to the contrary notwithstanding, all agreements for Bank Products, if any, are independent agreements governed by the written provisions of the agreements for them, which will remain in full force and effect, unaffected by any repayment, prepayments, acceleration, reduction, increase, or change in the terms of any credit extended hereunder, except as otherwise expressly provided in such agreement.

11.5 Disclosure. Lender may disclose information concerning the terms and conditions of the Loan Documents in its marketing or promotional materials, with such information to consist of deal terms and other information customarily found in such marketing or promotional materials and may otherwise use the name, logos, and other insignia of any Loan Party and the Commitment provided hereunder in any "tombstone" or other advertisements, on its website or in other marketing materials of Lender. Notwithstanding anything to the contrary herein or in any other Loan Document, there shall be no restriction on the Borrower's ability to disclose this Agreement or any the other Loan Documents or the terms hereof or thereof to any Person, including, without limitation, any public disclosure or posting of this Agreement or any the other Loan Documents or the terms hereof or thereof to the extent required by applicable Law provided the Borrower consults with the Lender with respect to the scope of permissible redactions to Loan Documents before such disclosure.

11.6 Language. The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only (except if another language is required under any applicable Law) and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. Each party hereto hereby confirms that it was represented by legal counsel and has had the opportunity to negotiate the terms of this Agreement and any other Loan Documents, including the essential stipulations thereof, with the assistance of its legal counsel. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement (sauf si une autre langue est requise en vertu d'une loi applicable). Chaque partie aux présentes confirme qu'elle a été représentée par des conseillers juridiques et a eu l'opportunité de négocier les termes de cette convention et des autres documents de crédit, y compris leurs stipulations essentielles, avec l'aide de ses conseillers juridiques.*

[SIGNATURE PAGES FOLLOW]

Docusign Envelope ID: A71914DD-70CD-4078-B7CC-835E84435C8A

The parties have caused this Agreement to be executed as of the date on page 1.

GOOD NATURED PRODUCTS INC., as Borrower

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED PRODUCTS (CAD) INC., as a Guarantor

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED PRODUCTS (US) INC., as a Guarantor

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED REAL ESTATE HOLDINGS (ONTARIO) INC., as a Guarantor

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

1306187 B.C. LTD., as a Guarantor

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

Docusign Envelope ID: A71914DD-70CD-4078-B7CC-835E84435C8A

GOOD NATURED PRODUCTS (ILLINOIS), LLC, as a Guarantor

By: Signed by: Paul Antoniadis 787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED PRODUCTS REAL ESTATE U.S., LLC, as a Guarantor

By: Signed by: Paul Antoniadis 787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED PRODUCTS (TEXAS) LLC, as a Guarantor

By: Signed by: Paul Antoniadis 787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED PRODUCTS PACKAGING CANADA LP, by its general partner**, GOOD NATURED PRODUCTS PACKAGING CANADA GP INC.,** as a Guarantor

By: Signed by: Paul Antoniadis 787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED PRODUCTS PACKAGING CANADA GP INC., as a Guarantor

By: Signed by: Paul Antoniadis 787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

Docusign Envelope ID: A71914DD-70CD-4078-B7CC-835E84435C8A

GOOD NATURED PRODUCTS PACKAGING BRAMPTON LP, by its general partner**, GOOD NATURED PACKAGING BRAMPTON GP INC.,** as a Guarantor

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED PRODUCTS PACKAGING BRAMPTON GP INC., as a Guarantor

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP, by its general partner**, GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC.,** as a Guarantor

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC., as a Guarantor

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

Docusign Envelope ID: A71914DD-70CD-4078-B7CC-835E84435C8A

GOOD NATURED PRODUCTS DIRECT LLC, as a Guarantor

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

GOOD NATURED PRODUCTS PACKAGING US LLC, as a Guarantor

Signed by:
By: Paul Antoniadis
787D322A359C4BC...
Name Paul Antoniadis
Title Chief Executive Officer

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA

By _____
Name _____
Title _____

Carmela Massari
Senior Vice President
Wells Fargo Capital Finance
Corporation Canada

SCHEDULE 1.1(a)
TO
CREDIT AGREEMENT

Definition of Eligible Accounts

"Eligible Accounts" means accounts created by any of the Loan Parties in the ordinary course of its business that arise out of such Loan Party's sale of goods or rendition of services that in each case at the time of creation and at all times thereafter satisfy the criteria set forth below as determined by Lender in its Permitted Discretion. Except as otherwise agreed by Lender, Eligible Accounts shall not include the following:

(i) accounts that the account debtor has failed to pay within 90 days of original invoice date or 60 days of due date;

(ii) accounts owed by an account debtor (or its Affiliates) where 50% or more of all accounts owed by that account debtor (or its Affiliates) are deemed ineligible under clause (a) above;

(iii) accounts with selling terms of more than 60 days, unless otherwise agreed to by the Lender in its Permitted Discretion;

(iv) accounts with respect to which the account debtor is an Affiliate of any Loan Party or an employee or agent of any Loan Party or any Affiliate of any Loan Party;

(v) accounts (i) arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by the account debtor may be conditional, or (ii) with respect to which the payment terms are "C.O.D.", cash on delivery or other similar terms;

(vi) accounts that are not payable in Canadian Dollars or Dollars;

(vii) accounts with respect to which the account debtor either (i) does not maintain its chief executive office or registered office in the United States or Canada, (ii) is not organized under the laws of the United States or Canada or any state, province or territory thereof, or (iii) is the government of any foreign country or sovereign state, or of any state, province, territory, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (A) the account is supported by an irrevocable letter of credit reasonably satisfactory to Lender (as to form, substance, and issuer or domestic confirming bank) that has been delivered to Lender and, if requested by Lender, is directly drawable by Lender, or (B) the account is covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to Lender or (C) subject to an aggregate limit from time to time of $1,000,000, accounts with respect to which the account debtor is Agrícola El Rosal S.A. De C.V., Agricola El Rosal Services Usa, LLC, Red Sun Farms, LLC or Ferrero Trading Lux S.A.;

(viii) accounts with respect to (i) which the account debtor is either (A) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of accounts with respect to which the applicable Loan Parties have complied, to the reasonable satisfaction of Lender, with the Assignment of Claims Act, 31 USC §3727), or (B) any State of the United States, (ii) the account debtor is either (A) the Canadian government or any department, agency, or instrumentality of Canada (exclusive, however, of accounts with respect to which the applicable Loan Parties have complied, to the reasonable satisfaction of Lender, with the *Financial Administration Act* (Canada)), or (B) any province, territory or

other Governmental Authority of Canada (exclusive, however, of accounts with respect to which the applicable Loan Parties have complied, to the reasonable satisfaction of Lender, with applicable governmental account assignment legislation of such jurisdictions) or (iii) any other Governmental Authority;

(ix) accounts with respect to which the account debtor is a creditor of a Loan Party and has a right of recoupment or setoff, or has disputed its obligation to pay all or any portion of the account, to the extent of such claim, right of recoupment or setoff, or dispute;

(x) accounts with respect to an account debtor whose Eligible Accounts owing to the Loan Parties (on a consolidated basis) exceed 20% (such percentage, as applied to a particular account debtor, being subject to reduction by Lender in its Permitted Discretion if the creditworthiness of such account debtor deteriorates) of all Eligible Accounts of the Loan Parties as a whole, to the extent of the obligations owing by such account debtor in excess of such percentage; provided, that, in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by Lender based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit;

(xi) accounts with respect to which the account debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which any Loan Party or Lender has received notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such account debtor;

(xii) accounts, the collection of which, Lender, in its Permitted Discretion, believes to be doubtful, including by reason of the account debtor's financial condition;

(xiii) accounts that are not subject to a valid and perfected first priority Lender's Lien;

(xiv) accounts with respect to which (i) the goods giving rise to such account have not been shipped and billed to the account debtor, or (ii) the services giving rise to such account have not been performed and billed to the account debtor;

(xv) accounts with respect to which the account debtor is a Sanctioned Target;

(xvi) accounts (i) that represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by the applicable Loan Party of the subject contract for goods or services, or (ii) that represent credit card sales;

(xvii) accounts that do not comply with the representations and warranties in the Loan Documents with respect to Eligible Accounts or

(xviii) accounts, or portions thereof, otherwise deemed ineligible by the Lender in its Permitted Discretion.

In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits, unapplied cash, taxes, finance charges, service charges, discounts, credits, allowances, and rebates.

SCHEDULE 1.1(b)
TO
CREDIT AGREEMENT

Definition of Eligible Inventory

"Eligible Inventory" means inventory of any of the Loan Parties consisting of raw materials and finished goods held for resale in the ordinary course of the business of such Loan Party that at all times satisfy the criteria set forth below as determined by Lender in its Permitted Discretion. Except as otherwise agreed by Lender, any inventory shall not be included in Eligible Inventory if:

(i) such Loan Party does not have good, valid, and marketable title thereto;

(ii) such Loan Party does not have actual and exclusive possession thereof (either directly or through a bailee or agent of such Loan Party);

(iii) it is not located at one of the locations in Canada or the continental United States set forth on the schedule of locations to the Perfection Certificate, as supplemented in accordance with the terms thereof;

(iv) it is stored at locations holding less than $100,000 of the aggregate value of the Loan Parties' inventory;

(v) it is in-transit to or from a location of a Loan Party set forth on the schedule of locations to the Perfection Certificate (other than in-transit from one location of a Loan Party set forth on such schedule of locations to another location of a Loan Party set forth on such schedule);

(vi) it is located on Real Property leased by a Loan Party or in a contract warehouse or with a bailee, in each case, unless either, at Lender's option, (A) it is subject to an agreement with the owner and lessor of such Real Property, such warehouseman or bailee, in each case, in form and substance reasonably satisfactory to Lender executed by the owner and lessor, warehouseman or bailee, as the case may be, or (B) Lender has established a Reserve with respect to amounts payable to the owner and lessor of such premises or warehouse or bailee in an amount not less than three months' rent, storage charges, fees or other amounts under the lease or other applicable agreement relative to such location;

(vii) it is the subject of a bill of lading or other document of title;

(viii) it is not subject to a valid and perfected first priority Lien of Lender;

(ix) it consists of goods returned or rejected by a Loan Party's customers;

(x) it consists of goods that are obsolete, slow moving (consisting of any type or category of inventory at any time in excess of the amount of such type or category sold in the immediately preceding 12 month period for finished goods (except for finished goods associated with new product launches, in which case a 24 month period shall apply) and 18 month period for raw materials), spoiled or are otherwise past the stated expiration, "sell-by" or "use by" date applicable thereto, restrictive or custom items or items otherwise manufactured in accordance with customer-specific requirements, or goods that constitute spare parts, packaging and shipping materials, supplies used or consumed in the business of a Loan Party, bill and hold goods, defective goods, "seconds," or inventory acquired on consignment; provided that goods that are slow moving (within the meaning of such term set forth above) will be included, subject to a maximum amount of $100,000 in the aggregate;

(xi) it is subject to third party intellectual property, licensing or other proprietary rights, unless Lender is satisfied in its Permitted Discretion that such inventory can be freely sold by Lender on and after the occurrence of an Event of Default despite such third party rights;

(xii) it does not comply with the representations and warranties in the Loan Documents with respect to Eligible Inventory; or

(xiii) inventory, or portions thereof, otherwise deemed ineligible by the Lender in its Permitted Discretion.

Notwithstanding anything to the contrary in any Loan Document, (i) no work-in-process shall be included in Eligible Inventory at any time and (ii) Eligible Inventory at any time shall not exceed 50% of the aggregate amount of the outstanding Revolving Loans.

SCHEDULE 1.1(c)
TO
CREDIT AGREEMENT

Definition of Eligible Purchased Equipment

"Eligible Purchased Equipment" means equipment owned by any of the Loan Parties at the Closing Date, that was included in the appraisal provided to the Lender pursuant to section 3 of Schedule 3.1, that is in good order, repair, running and marketable condition and that at all times satisfies the criteria set forth below as determined by Lender in its Permitted Discretion. Except as otherwise agreed by Lender, any equipment shall not be included in Eligible Purchased Equipment if:

(i) such Loan Party does not have good, valid, and marketable title thereto;

(ii) such Loan Party does not have actual and exclusive possession thereof (either directly or through a bailee or agent of such Loan Party);

(iii) it is not located at one of the locations in Canada or the continental United States set forth on the schedule of locations to the Perfection Certificate;

(iv) it is in-transit to or from a location of a Loan Party set forth on the schedule of locations to the Perfection Certificate (other than in-transit from one location of a Loan Party set forth on such schedule of locations to another location of a Loan Party set forth on such schedule);

(v) it is located on Real Property leased by a Loan Party or in a contract warehouse or with a bailee, in each case, unless either, at Lender's option, (A) it is subject to an agreement with the owner and lessor of such Real Property, such warehouseman or bailee, in each case, in form and substance reasonably satisfactory to Lender executed by the owner and lessor, warehouseman or bailee, as the case may be, or (B) Lender has established a Reserve with respect to amounts payable to the owner and lessor of such premises or warehouse or bailee in an amount not less than three months' rent, storage charges, fees or other amounts under the lease or other applicable agreement relative to such location;

(vi) it is the subject of a bill of lading or other document of title;

(vii) it is not subject to a valid and perfected first priority security interest of Lender;

(viii) it is "subject to" any certificate of title (or comparable) statute (unless Lender has a first priority, perfected Lien under such statute and Lender has possession and custody of such certificate);

(ix) it does not meet, or is not under repair or held for repair for the purpose of meeting, in each case in all material respects, all applicable safety or regulatory requirements applicable to it by law for the use for which it is intended or for which it is being used;

(x) it does not meet, or is not under repair or held for repair for the purpose of meeting, in each case in all material respects, all applicable requirements of all motor vehicle laws or other statutes and regulations established by any Governmental Authority then applicable to such equipment, or is subject to any licensing or similar requirement;

(xi) its use or operation requires proprietary software that is not freely assignable to Lender;

(xii) it is worn out, obsolete, damaged or defective equipment or equipment not used or usable in the ordinary course of such Loan Party's business as presently conducted;

(xiii) it is computer hardware; or

(xiv) it is equipment that is or becomes a fixture.

SCHEDULE 2.5
TO
CREDIT AGREEMENT

Fees and Expenses

1. Unused Line Fee. The Borrower shall pay to Lender monthly an unused line fee at a rate of 0.25% (on a per annum basis) multiplied by the amount by which the Revolving Loan Limit as then in effect exceeds the daily average of the principal balance of the outstanding Revolving Loans and the Letter of Credit Usage during the immediately preceding month (or part thereof) until payment in full of the Obligations. Such fees shall be payable on the first day of each calendar month in arrears and on the Termination Date.

2. Servicing Fee. The Borrower shall pay to Lender a monthly servicing fee in the amount of $1,000 in respect of Lender's services for each month (or part thereof) which servicing fee shall be payable monthly in advance beginning on the Closing Date and on the first day of each month thereafter until payment in full of the Obligations.

3. [Intentionally Deleted].

4. Letter of Credit Fees. The Borrower shall pay to Lender a Letter of Credit fee (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.3(i)) at a rate equal to the Applicable Margin per annum times the daily balance of the undrawn amount of all outstanding Letters of Credit (calculated on the basis of a 360-day year and the actual number of days elapsed), payable monthly in arrears on the first Business Day of each month and on the Termination Date and continuing until all undrawn Letters of Credit have expired or have been returned for cancellation in a manner satisfactory to Lender. All fees upon the occurrence of any other activity with respect to any Letter of Credit (including the issuance, transfer, amendment, extension or cancellation of any Letter of Credit and honoring of draws under any Letter of Credit) will be determined in accordance with Lender's standard fees and charges then in effect. For clarity, the Lender's current fronting fee is .125%.

5. Lender Expenses. The Borrower shall pay to Lender the Lender Expenses on the earlier of (a) the first day of the month following the date on which the applicable Lender Expenses were first incurred, or (b) promptly following the date on which demand therefor is made by Lender (it being acknowledged and agreed that any charging of such costs, expenses or Lender Expenses to the Loan Account shall be deemed to constitute a demand for payment thereof for the purposes hereof). The Borrower agrees that its obligations contained in this Section shall survive payment in full of all other Obligations.

6. Field Examination and Other Fees. Borrower shall pay to Lender, field examination, appraisal, and valuation fees and charges, as and when incurred or chargeable, as follows (i) the per diem charge at Lender's then standard rate for examiners in the field and office, plus out-of-pocket expenses (including travel, meals, and lodging) for each field examination of any Loan Party or its Subsidiaries performed by or on behalf of Lender, and (ii) the fees, charges or expenses paid or incurred by Lender if it elects to employ the services of one or more third Persons to examine or appraise the Collateral, or any portion thereof, or to assess any Loan Party's or its Subsidiaries' business valuation.

SCHEDULE 2.7
TO
CREDIT AGREEMENT

SOFR Replacement

Defined terms used in this Schedule 2.7 that are not otherwise defined in this Agreement are set forth at the end of this Schedule 2.7.

1. Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, Lender may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment will become effective at 5:00 p.m. on the fifth Business Day after Lender has provided such amendment to the Borrower without any further action or consent of any Loan Party.

2. Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any Loan Party.

3. Notices; Standards for Decisions and Determinations. Lender will promptly notify the Borrower of (a) the implementation of any Benchmark Replacement and (b) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by Lender pursuant to this Schedule 2.7, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in Lender's sole discretion and without consent from any Loan Party, except, in each case, as expressly required pursuant to this Schedule 2.7.

4. Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, Lender may (a) declare that SOFR Loans will not thereafter be made by Lender, such that any request for a SOFR Loan from Lender shall be deemed to be a request for a Base Rate Loan and (b) require that all outstanding SOFR Loans made by Lender be converted to Base Rate Loans immediately, in which event all outstanding SOFR Loans shall be so converted and shall bear interest at the Base Rate in effect from time to time, plus the Applicable Margin. The Base Rate in effect from time to time plus the Applicable Margin shall replace the then-current Benchmark for any determination of interest hereunder or under any other Loan Document during a Benchmark Unavailability Period.

5. Certain Defined Terms. As used in this Schedule 2.7:

"Benchmark" means, initially, Adjusted Daily Simple SOFR, provided, that, if a Benchmark Transition Event, has occurred with respect to Adjusted Daily Simple SOFR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has become effective pursuant to the provisions of this Schedule 2.7.

"Benchmark Administrator" means, initially, the Federal Reserve Bank of New York, or any successor administrator of the then-current Benchmark or any insolvency or resolution official with authority over such administrator.

"Benchmark Replacement" means the sum of: (a) the alternate rate of interest that has been selected by Lender as the replacement for the then-current Benchmark; and (b) the spread adjustment or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Lender, in each case, giving due consideration to (i) any selection or recommendation by the Relevant Governmental Body at such time for a replacement rate, the mechanism for determining such a rate, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such rate, or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then-current Benchmark, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such alternate rate for U.S. dollar-denominated syndicated or bilateral credit facilities at such time; provided, that, if the Benchmark Replacement as determined as provided above would be less than zero, then the Benchmark Replacement shall be deemed to be zero.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, prepayment provisions, and other technical, administrative or operational matters) that Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by Lender in a manner substantially consistent with market practice (or, if Lender decides that adoption of any portion of such market practice is not administratively feasible or if Lender determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as Lender decides is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the then-current Benchmark:

(b) in the case of clause (a) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the Benchmark Administrator permanently or indefinitely ceases to provide the Benchmark; or

(c) in the case of clause (b) of the definition of "Benchmark Transition Event", the first date on which the Benchmark has been determined and announced by the regulatory supervisor for the Benchmark Administrator to be no longer representative of underlying markets; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (b) and even if the Benchmark continues to be provided on such date.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark: a public statement or publication of information by or on behalf of the Benchmark Administrator or a regulatory supervisor for the Benchmark Administrator announcing that (a) the Benchmark Administrator has ceased or will cease to provide the Benchmark permanently or indefinitely or (b) the Benchmark is no longer representative.

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark and solely to the extent that the Benchmark has not been replaced with a Benchmark Replacement, the period (a) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the Benchmark for all purposes hereunder in accordance with this Schedule 2.7 and (b) ending at the time that a Benchmark Replacement has replaced the Benchmark for all purposes hereunder pursuant to this Schedule 2.7.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or any successor thereto.

SCHEDULE 3.1
TO
CREDIT AGREEMENT

Conditions Precedent to Initial Revolving Loans and Letter of Credit

The obligation of Lender to make its initial Revolving Loans (or issue any Letter of Credit) on the Closing Date is subject to the satisfaction of the conditions precedent to all Revolving Loans and all Letters of Credit provided for in Section 3.2 and each of the following conditions precedent (except as Lender may otherwise agree in writing):

1. Closing Excess Availability. The amount equal to (a) the aggregate of Excess Availability as of the Closing Date minus (b) the aggregate amount of all then outstanding and unpaid trade payables and other obligations of the Borrower which are outstanding more than 60 days past due as of the end of the immediately preceding month (other than trade payables or other obligations being contested or disputed by the Borrower in good faith) and without duplication, all book overdrafts of the Borrower, shall be not less than U.S.$100,000, after giving effect to the initial Revolving Loans made on the Closing Date and Letters of Credit issued on the Closing Date (if any), made in connection with the initial transactions hereunder and after payment of all fees and expenses payable on the Closing Date (or any Reserves in respect thereof).

2. Know Your Customer; Patriot Act. Lender shall have received at least 5 Business Days prior to the Closing Date (a) all documentation and information as is requested by Lender in connection with applicable "know your customer" and anti-money-laundering rules and regulations, (b) customary individual background searches for each Loan Party's senior management and key principals, and (c) for each Loan Party that qualifies as a "legal entity customer" under 31 C.F.R. §1010.230, a certification in form and substance reasonably satisfactory to Lender regarding beneficial ownership as required by such regulation and in the case of (a), (b) and (c),which certification shall be complete and accurate in all respects, and the results of which are reasonably satisfactory to Lender.

3. Financial Statements; Lender shall have received at least 10 Business Days prior to the Closing Date: (a) audited financial statements of the Borrower for each of the three fiscal years immediately preceding the Closing Date, and (b) interim unaudited financial statements of the Borrower as of the most recent month end that is 30 days prior to the Closing Date for the fiscal year to date since the last audited financial statements received by Lender.

4. Projections. Lender shall have received Projections, certified by an Authorized Person of the Borrower as complying with the requirements of this Agreement, set forth on a monthly basis for the period through the end of the 2025 and 2026 fiscal years, in each case with the results and assumptions in such projections in form and substance reasonably satisfactory to Lender.

5. Payment of Fees and Expenses. Lender shall have received payment of all fees due and payable by the Borrower on the Closing Date and reimbursement for all Lender Expenses incurred in connection with the transactions evidenced by any Loan Document invoiced or demanded on or before the Closing Date.

6. Legal Due Diligence. Lender and its counsel shall have completed all legal due diligence, the results of which shall be reasonably satisfactory to Lender.

7. Borrowing Base Certificate and Request. Lender shall have received a borrowing request and a Borrowing Base Certificate which calculates the Borrowing Base as of the end of the month immediately

preceding the Closing Date completed in a manner reasonably satisfactory to Lender and duly authorized and delivered by or on behalf of the Borrower to Lender (in accordance with the provisions of Schedule 5.1).

8. Good Standing Certificates. Lender shall have received a certificate of status with respect to each Loan Party, dated within 3 days of the Closing Date (or such earlier date as is acceptable to Lender), issued by the appropriate governmental authority of the jurisdiction of organization of such Loan Party and each other jurisdiction where the failure to be duly qualified or licensed would constitute a Material Adverse Effect, in each case which certificate shall indicate that such Loan Party is in good standing in such jurisdiction.

9. Certificate of Directors' Resolutions, Incumbency, Etc. Lender shall have received a certificate of an Authorized Person of the Borrower, in form and substance reasonably satisfactory to it, certifying (a) that attached copies of the Governing Documents of each Loan Party are true and complete, and in full force and effect, without amendment except as shown; (b) that an attached copy of resolutions authorizing execution, delivery and performance of the Loan Documents is true and complete, and that such resolutions are in full force and effect, were duly adopted, have not been amended, modified or revoked, and constitute all resolutions adopted with respect to this Credit Facility; and (c) to the title, name and signature of each Person authorized to sign the Loan Documents.

10. Lien Searches. Lender shall have received the results of a recent Lien search in each jurisdiction where each Loan Party is organized and to the extent requested by Lender, where the assets of such Loan Party are located, and such search shall reveal no Liens on any of the assets of a Loan Party except for Permitted Liens or Liens to be discharged on or prior to the Closing Date pursuant to a pay-off letter or other documentation reasonably satisfactory to Lender.

11. Pledged Equity Interests; Stock Powers; Pledged Notes. Lender shall have received (or shall have made satisfactory arrangements for receipt of) (a) the original certificates representing Equity Interests pledged pursuant to any Loan Document, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (b) each original promissory note (if any) pledged to Lender pursuant to any Loan Document endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

12. Insurance. Lender shall have received certificates of insurance policies and such other evidence of insurance coverage in form, scope and substance reasonably satisfactory to Lender, and all lender's loss payee and any other endorsements required under the Loan Documents, in form and substance reasonably satisfactory to Lender.

13. Tax Withholding. Lender shall have received a properly completed and signed IRS Form W-8 or W-9, as applicable, for each Loan Party.

14. Perfected Security Interest. Lender shall have received evidence that appropriate financing statements have been duly filed and all other registrations have been made in all appropriate office or offices to perfect and render opposable to third parties the Liens created pursuant to the Security Agreement.

15. Material Contracts. Lender shall have received copies of each Loan Party's Material Contracts (if any), as amended, modified, or supplemented to the Closing Date, which Material Contracts shall be certified by an officer of the Borrower as true, correct and complete in all material respects.

16. Governmental Approvals. Loan Parties shall have certified to Lender that they have received all governmental and third party approvals (including shareholder approvals and other consents) necessary

or, in the reasonable opinion of Lender, advisable in connection with the Agreement or the transactions contemplated by the Loan Documents, which shall all be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority which would restrain, prevent or otherwise impose adverse conditions on the Agreement or the transactions contemplated by the Loan Documents.

17. Loan Documents. Lender shall have received the following documents, in form and substance reasonably satisfactory to Lender, duly executed and delivered, and each such document shall be in full force and effect and each Loan Party shall be in compliance with the terms thereof:

(a) this Agreement,

(b) the Perfection Certificate,

(c) the Security Agreements,

(d) the Intercreditor Agreement,

(e) any and all other subordination and postponement agreements which are required by Lender in respect of any Permitted Indebtedness,

(f) a disbursement letter executed and delivered by the Borrower to Lender regarding the extensions of credit to be made on the Closing Date,

(g) a mortgagee waiver, landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in the location of the books and records or inventory, in each case, in form and substance reasonably satisfactory to Lender, duly authorized, executed and delivered by the parties thereto, with respect to each of the following locations:

Entity of Record	Address	Owned or Leased	Landlord / Owner
good natured Products Inc.	10700 Seymour Avenue Franklin Park, Illinois 60131		Crane Worldwide Logistics LLC and Crane Worldwide Logistics Canada Corporation
good natured Products Inc.	4120 Consulate Plaza Drive, Houston, TX 10725 Harrison Road, Suite 100, Romulus, MI 48174 119 Snow Blvd, Vaughan, ON L4K 5P6		Crane Worldwide Logistics LLC and Crane Worldwide Logistics Canada Corporation

Entity of Record	Address	Owned or Leased	Landlord / Owner
good natured Products Inc.	1309 Derwent Way, Delta, British Columbia V3M 5V9		GPS Logistics and Warehouse
good natured Products Inc.	88 Foster Crescent, Mississauga, Ontario L5R 4A2		Ingram Micro/Micro Channel Management
good natured Products Inc.	2233 West Street River Grove, Illinois 60171		Go To Logistics Inc.
good natured Products Inc.	16540 SW 72nd Avenue, Building 7, Portland, Oregon 97224		Asean Corporation
good natured Products Inc.	1444 S 500 E, Ste. 500, American Fork, UT 84003 1509 Coral Ridge Rd, Ste. B, Shepherdsville, KY 40165		Launch Fulfillment, LLC
good natured Products (Illinois), LLC	11413 N. Burlington Road, Richmond, Illinois	Leased	good natured Products Real Estate U.S., LLC
Shepherd Thermoforming & Packaging Inc.	5 Abacus Road, Brampton, Ontario L6T 5B7	Leased	good natured Real Estate Holdings (Ontario) Inc.
IPF Holdings Inc.	15 Waydom Drive, Ayr Ontario N0B 1E0	Leased	Tamron Holdings Ltd.
good natured Products (Texas) LLC	6817 Wynnwood Lane, Houston, TX 77008	Leased	SL6 Logistics, LP

and;

(h) opinion letters of counsel to the Borrower with respect to the Loan Documents and such other matters as Lender may reasonably request;

18. Purchase Agreement. The Lender shall have received a certified true and complete copy of the Purchase Agreement (together with any amendments), in form and substance satisfactory to the Lender, and such agreement shall remain in full force and effect.

19. Monitor's Certificate. The Borrower and the Hilco Purchaser shall have received the Monitor's Certificate duly completed and executed.

20. Vesting Order. The British Columbia Supreme Court shall have issued the CCAA Order in form and substance satisfactory to the Lender, acting reasonably, and such Order shall be in full force and effect and shall not have been reversed or modified and not be stayed or subject to a motion for stay or subject to appeal, a motion for leave to appeal, review or rehearing, and all time periods for appeal of the CCAA Order shall have expired.

21. Foreign Recognition. The United States Bankruptcy Court in the State of Illinois shall have granted an order recognizing the CCAA Order in the United States pursuant to Chapter 15 of the United States Bankruptcy Code, and such recognition order shall be in form and substance satisfactory to the Lender, acting reasonably.

22. Other Credit Documents. The terms of any amended and restated credit facilities made available by American Community Bank and Trust, TD or RBC, the terms of any security granted to American Community Bank and Trust, TD or RBC, and any intercreditor agreement among the Lender, the Borrower, American Community Bank and Trust, TD or RBC shall be in form and substance satisfactory to the Lender.

SCHEDULE 4.5

PENDING LITIGATION

None.

SCHEDULE 4.8

SOLVENCY

1. As of July 6, 2024, each of the Loan Parties filed for creditor protections under the *Companies Creditors Arrangement Act* (the "***CCAA***"). It is anticipated that as of the closing of the Purchase Agreement, each of the Loan Parties will exit the *CCAA* proceedings.

SCHEDULE 4.9

ENVIRONMENTAL MATTERS

None.

SCHEDULE 4.11

TAXES

1. Certain tax returns, for which the applicable filing deadlines have passed, have yet to be filed, but no taxes are owing. As of November 15, 2024, many of the historical tax returns have been completed and filed, only 8-10 remain outstanding, and are subject to late filing penalties. The Company has engaged a tax team to dispute these late filing fees, but have estimated this amount to be $150,000.

SCHEDULE 4.14

COLLECTIVE BARGAINING AGREEMENTS, ETC.

None.

SCHEDULE 4.16

SUBSIDIARIES

Credit Party	Entity Type	Authorized Capital	Shareholder(s)	Class of Equity Interest	Number of Equity Interest
good natured Products (CAD) Inc.	Corporation	Unlimited number of common shares	good natured Products Inc.	Common Shares	20,548,057
1306187 B.C. Ltd.	Corporation	Unlimited number of common shares	good natured Products Inc.	Common Shares	1
good natured Real Estate Holdings (Ontario) Inc.	Corporation	Unlimited number of common shares	good natured Products Inc.	Common Shares	1
good natured Products (US) Inc.	Corporation	1,000 shares of common stock	good natured Products (CAD) Inc.	Common Stock	1,000
good natured Products (Illinois), LLC	Limited Liability Company	N/A	good natured Products (US) Inc.	Membership Interests	N/A
good natured Products Real Estate U.S., LLC	Limited Liability Company	N/A	good natured Products (US) Inc.	Membership Interests	N/A
good natured Products (Texas) LLC	Limited Liability Company	N/A	good natured Products (US) Inc.	Membership Interests	N/A
good natured Products Direct LLC	Limited Liability Company	N/A	good natured Products (US) Inc.	Membership Interests	N/A
good natured Products Packaging US LLC	Limited Liability Company	N/A	good natured Products (US) Inc.	Membership Interests	N/A
good natured Products Packaging Canada GP Inc.	Corporation	Unlimited number of common shares	good natured Products (CAD) Inc.	Common Shares	1
good natured Products Packaging Brampton GP Inc.	Corporation	Unlimited number of common shares	good natured Products (CAD) Inc.	Common Shares	1

Credit Party	Entity Type	Authorized Capital	Shareholder(s)	Class of Equity Interest	Number of Equity Interest
good natured Products Industrial Canada GP Inc.	Corporation	Unlimited number of common shares	good natured Products (CAD) Inc.	Common Shares	1
good natured Products Packaging Canada LP	Limited Partnership	N/A	good natured Products (CAD) Inc.	Unit	999.99
			good natured Products Packaging Canada GP Inc.	Unit	0.01
good natured Products Packaging Brampton LP	Limited Partnership	N/A	good natured Products Packaging Canada LP	Unit	999.99
			good natured Products Packaging Brampton GP Inc	Unit	0.01
good natured Products Industrial Canada LP	Limited Partnership	N/A	good natured Products (CAD) Inc.	Unit	999.99
			good natured Products Industrial Canada GP Inc.	Unit	0.01

SCHEDULE 4.17

BROKERS

None.

SCHEDULE 4.18

MATERIAL CONTRACTS

SUPPLIER CONTRACTS

1. Product supply agreement dated January 1, 2022 between Jimmy's Gourmet Bakery, LLC, as purchaser and Good Natured Products Inc., as supplier.

2. Product supply agreement dated January 1, 2024 between Jones Healthcare Group - Pharmacy & Medication Adherence, as purchaser and Good Natured Products Inc., as supplier.

3. Master agreement on terms and conditions of packaging materials procurement dated April 2, 2024 between FERRERO TRADING LUX S.A., as customer and Good Natured Products Packaging Brampton, as supplier.

4. Product supply agreement dated October 16, 2019 between Chuckanut Bay Foods LLC, as purchaser and Good Natured Products Inc., as supplier.

5. Shipping form dated March 20, 2023 between Bunzl San Antonio, as purchaser and Good Natured Products (US) Inc., as supplier.

6. Shipping form dated July 19, 2023 between Bunzl San Antonio, as purchaser and Good Natured Products (US) Inc., as supplier.

7. Supplier agreement (Discount and Incentive Programs) dated January 1, 2024 between Bunzl Distribution USA, LLC, as purchaser and Good Natured Products Inc., as supplier.

8. Order acknowledgment form dated November 23, 2023 between Chuckanut Bay Foods, as purchaser and Good Natured Products (CAD) Inc., as supplier.

9. Product supply agreement dated January 22, 2020 between Ameri-Sell Inc., DBA Flax4Life, as purchaser and Good Natured Products Inc., as supplier.

10. Manufacturing supplier agreement dated February 15, 2024 between Ameri-Sell Inc., DBA Flax4Life, as purchaser and Good Natured Products Inc., as supplier.

11. Safety stock inventory agreement dated November 27, 2024 between GVH Distribution LLC - Seattle, as customer and Good Natured Products Inc.

12. Quote/ Shipping form dated January 11, 2023 between Red Plate Foods, as purchaser and Good Natured Products (US) Inc., as supplier.

13. Volume agreement dated November 27, 2023 between Jem-D International DBA Red Sun Farms and Good Natured Products Inc.

14. Supply agreement dated June 14, 2024 between Jem-D International DBA Red Sun Farms, Agricola El Rosal SA de CV, Berrysal SPR de RL de CV, and San Miguel Red Sun Farms SPR de RL de CV, as client and Good Natured Products Inc., as supplier.

15. Central bill program agreement dated April 1, 2024 between Network Services Company/ National Paper & Plastics Company DBA NetSource and Good Natured Products Inc.

16. Volume and stocking agreement dated May 17, 2024 between Good Start Packaging Inc. and Good Natured Products (US) Inc.

17. Quote/ shipping form dated March 11, 2024 between Whidbey Pies, as purchaser and Good Natured Products (US) Inc., as supplier.

18. Supply agreement dated May 20, 2022 between Spring Creek Quail Farms, as purchaser and Shepherd Thermoforming & Pkg (part of the Good Natured family), as supplier.

19. Cost and fee agreement dated March 1, 2024 between Topco Associates LLC, as purchaser and Good Natured Products (CAD) Inc., as supplier.

20. Quote/ shipping form dated October 2, 2023 between Farm Boy Company Inc., as purchaser and Good Natured Products (CAD) Inc., as supplier.

21. Packaging quote form dated May 10, 2021 between Hail Merry, as purchaser and Good Natured Products Inc., as supplier.

22. Master purchase agreement dated June 21, 2024 between Clark Core Services DBA Clark Associates, as purchaser and Good Natured Products Direct LLC, as supplier.

23. Program term sheet dated June 25, 2024 between Clark Core Services DBA Clark Associates, as purchaser and Good Natured Products Direct LLC, as supplier.

24. Rigid packaging quote form dated December 12, 2022 between Hobi's Bites, as purchaser and Good Natured Products (US) Inc., as supplier.

25. Rigid packaging quote form dated October 25, 2023 between Hobi's Bites, as purchaser and Good Natured Products (US) Inc., as supplier.

KEY CONTRACTORS

1. Fulfilment contract between Launch Fulfillment, LLC. and Good Natured Products Inc. dated July 8, 2022.

2. Warehouse Service Agreement between Good Natured Products Packaging Canada LP and Good Natured Products Packaging Brampton LP and Highlight Logistics Inc. dated December 11, 2023.

3. Service and rates agreement between Good Natured Products Inc. and GPS Logistics & Warehouse dated February 22, 2017.

4. Master service agreement between Ceridan Canada Ltd., Ceridan Dayforce Licensing LLC, and Good Natured Products Inc.

5. Freight forwarding agreement between Good Natured Products Inc., Good Natured Products (USA) Inc., Good Natured Products (CAN) Inc., Crane Worldwide Logistics Canada Corporation and Crane Worldwide Logistics LLC dated October 27, 2020.

6. Independent contractor agreement between Good Natured Products Direct LLC and Little Gus Ecommerce Incorporated dated February 13, 2023.

7. Consulting agreement between Good Natured Products Inc. and Scenario Creation Ltd. dated April 1, 2024.

8. Service agreement between Good Natured Products Inc. and LDBL Limited dated January 10, 2024.

9. Computer services agreement between Good Natured Products Inc. and AYS Technologies Canada Inc. dated April 7, 2022.

EQUIPMENT LEASES:

1. Lease of certain equipment dated January 14, 2022, between IPF Holdings, as lessee, and Royal Bank of Canada, as lessor.

2. Tooling equipment financing agreement dated February 22, 2022, between Good Natured Products Inc., as borrower, and Export Development Canada, as lender.

SCHEDULE 4.19

LOCATIONS

Corporate Information

Loan Party	Address of Chief Executive Office	Registered Office (if different)
good natured Products Inc.	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products (CAD) Inc.	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Real Estate Holdings (Ontario) Inc.	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1
1306187 B.C. Ltd.	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products (US) Inc.	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products (Illinois), LLC	11413 N. Burlington Road Richmond, Illinois 60071	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products Real Estate U.S., LLC	11413 N. Burlington Road Richmond, Illinois 60071	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products (Texas) LLC	6817 Wynnwood Lane, Houston, Texas 77008	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products Direct LLC	11413 N. Burlington Road Richmond, Illinois 60071	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products Packaging US LLC	11413 N. Burlington Road Richmond, Illinois 60071	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products Packaging Canada GP Inc.	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products Packaging Brampton GP Inc.	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products Industrial Canada GP Inc.	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products Packaging Canada LP	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products Packaging Brampton LP	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1
good natured Products Industrial Canada LP	5 Abacus Road Brampton, Ontario L6T 5B7	40 King St W Suite 5800, Toronto, ON M5H 3S1

Other Collateral Locations

Entity	Inventory location
good natured Products (Texas) LLC	FormTex - 6817 Wynnwood Ln Houston, TX, 77008
good natured Products Industrial Canada GP Inc.	15 Waydom Dr, Ayr, ON N0B 1E0
good natured Products Packaging Brampton GP Inc.	5 Abacus Rd, Brampton, ON L6T 5B7
good natured Products (Illinois), LLC	11413 N Burlington Rd, Richmond, IL 60071, United States
good natured Products (Illinois), LLC	ISM Warehouse, 532 Williams Road, Genoa City, Wisconsin 53128
good natured Products (Illinois), LLC	77 Garlish Drive, Elk Grove, IL
good natured Products (Illinois), LLC	2980 North Hart Court, Franklin, IL 60131
good natured Products (Illinois), LLC	4120 Consulate Plaza Dr, Houston, TX 77032, United States
good natured Products Packaging Canada LP	7451 Nelson Rd, Richmond, BC V6W 1L7
good natured Products Packaging Canada LP	16540 SE 72nd Ave, Portland, OR 97224
good natured Products Packaging Canada LP	7171 Highway 50, Brampton, ON

Entity	Inventory location
good natured Products Packaging Canada LP	8261 Fraser Reach Ct, Burnaby, BC V3N 0G2
good natured Products Packaging Canada LP	4370 Chem. du Bois-Franc, Saint Laurent, PQ, H4R2K9
good natured Products Packaging Canada LP	10725 Harrison Rd, Romulus, MI 48174, United States
good natured Products Packaging Canada LP	701 Audley Blvd, Delta, BC V3M 5P3
good natured Products Packaging Canada LP	5200 Chemin de St Gabriel, Saint-Félix-de-Valois, QC J0K 2M0
good natured Products Packaging Canada LP	1000 North 1710 West, Springville, UT 84663, United States
good natured Products Packaging Canada LP	1509 Coral Ridge Rd a, Shepherdsville, KY 40165, USA
good natured Products Packaging Canada LP	7789 Hastings Rd, Baxter, MN 56425, United States
good natured Products Packaging Canada LP	4120 Consulate Plaza Dr, Houston, TX 77032, United States

Owned or Leased Real Property

Loan Party	Address	Owned, Leased or Operated by Third Party
good natured Real Estate Holdings (Ontario) Inc.	5 Abacus Road Brampton, Ontario L6T 5B7	Owned

good natured Products Real Estate U.S., LLC	11413 N. Burlington Road Richmond, Illinois 60071	Owned
good natured Products (Texas) LLC	6817 Wynnwood Lane, Houston, Texas 77008	Leased from SL6 Logistics, LP
1306187 B.C. Ltd.	15 Waydom Drive Ayr, Ontario, N0B 1E0	Owned

SCHEDULE 5.1
TO
CREDIT AGREEMENT

Financial and Collateral Reporting

Each Loan Party will deliver, or cause to be delivered, to Lender each of the following:

1. Annual Financial Statement. As soon as available, but in any event within 120 days after the end of each fiscal year of the Borrower audited consolidated balance sheet, income statement, statement of cash flow and statement of equity of Borrower as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, and the accompanying notes thereto, all in reasonable detail, fairly presenting in all material respects the financial position and results of operations of the Borrower, together with a management discussion and analysis of such financial statements.

2. Monthly Financial Statements. As soon as available, but in any event within 25 days after the end of each fiscal month of the Borrower (or within 45 days after the end of any fiscal month that is also the end of a fiscal quarter), its consolidated balance sheet, income statement, statement of cash flow and statement of equity as of the end of and for such fiscal month, all in reasonable detail, fairly presenting in all material respects the financial position and the results of the operations of the Borrower as of the end of and through such fiscal month, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, subject to normal year-end audit adjustments and the absence of footnotes.

3. Accountant's Certificate. Concurrently with the delivery of the financial statements referred to in Section 1 above, the unqualified opinion of independent certified public accountants with respect to the audited consolidated financial statements, which independent accounting firm will be selected by the Borrower and reasonably acceptable to Lender, that such audited consolidated financial statements have been prepared in accordance with GAAP, and present fairly in all material respects the results of operations and financial condition of the Borrower as of the end of and for the fiscal year then ended.

4. Compliance Certificate. Concurrently with the delivery of the financial statements referred to in Section 1 and Section 2 above, a Compliance Certificate by or on behalf of the Borrower, along with a schedule in form reasonably satisfactory to Lender of the calculations used in determining, as of the end of such month, the ratio and amounts set forth in Section 7 of this Agreement for such month and a written summary of material changes in GAAP and in the consistent application thereof that materially affected the financial covenant calculations for the applicable period.

5. Annual Projections. As soon as available, but in any event no later than 15 days following the end of each fiscal year of Borrower, Projections on a monthly basis for each month of the upcoming fiscal year in form reasonably satisfactory to Lender.

6. Borrowing Base Certificate and Cash Flow Statement. On a weekly basis (or such longer period agreed to by Lender in writing in its sole discretion), (a) a Borrowing Base Certificate setting forth the calculation of the Borrowing Base as of the last Business Day of the immediately preceding period, duly completed and delivered by or on behalf of the Borrower (and nothing contained in any Borrowing Base Certificate shall be deemed to limit, impair or otherwise affect the rights of Lender contained herein and in the event of any conflict or inconsistency between the calculation of the Borrowing Base as set forth in any Borrowing Base Certificate and as determined by Lender in its Permitted Discretion, the determination of Lender shall govern and, absent manifest error, be conclusive and binding upon the Borrower), and (b) cash flow forecast for the immediately subsequent thirteen (13) weeks.

7. Collateral Reports.

(a) On a weekly basis (or such longer period agreed to by Lender in writing in its sole discretion):

(i) a detailed aging of accounts receivable (together with a reconciliation to the previous period's aging and the general ledger) including all invoices aged by invoice date and due date (with an explanation of the terms offered), prepared in a manner reasonably acceptable to Lender, together with a summary specifying the name, address, and balance due for each account debtor (and including a list of all claims, offsets, or disputes asserted by account debtors with respect to the Borrower's accounts), and a monthly (or such other applicable period) accounts receivable roll-forward in a format acceptable to Lender tied to the beginning and ending accounts receivable balances of the Borrower's general ledger;

(ii) perpetual reports detailing the inventory, in form satisfactory to Lender, by location (and including the amounts of inventory and the value thereof that is in-transit and at any leased locations and premises of warehouses, processors or other third parties or consignees) by category (raw material, work-in-process, finished goods), by product type, and by volume on hand, specifying the cost and the wholesale market value thereof, with additional detail showing additions to and deletions therefrom, together with a reconciliation to the Borrower's general ledger; and

(iii) agings of outstanding accounts payable by vendor (and including information indicating the amounts owing to owners and lessors of leased premises, warehouses, processors, and other third parties from time to time in possession of any Collateral) and any book overdraft and held cheques.

(b) Concurrently with the delivery of the monthly financial statements under Section 2 above, a reconciliation of accounts payable, accounts receivable and inventory between (i) the amounts shown in the Borrower's general ledger and financial statements and the reports delivered pursuant to clauses (i) and (ii) of Section 7(a) above, and (ii) the amounts and dates shown in the reports delivered pursuant to clauses (i) and (ii) of Section 7(a) above and the Borrowing Base Certificate delivered as of such date.

8. Additional Collateral Items. Promptly upon Lender's request:

(a) copies of invoices issued by the Borrower in connection with any accounts receivable, credit memos, shipping and delivery documents, and other information related thereto;

(b) copies of purchase orders, invoices, and shipping and delivery documents in connection with any inventory or equipment purchased by the Borrower; and

(c) commencing upon such request, weekly or at such other times as may be requested by Lender, as soon as available but in any event within three (3) Business Days of the end of each calendar week and at such other times, as of the period then ended, the Borrower's sales journal, cash receipts journal (identifying trade and non-trade cash receipts) and debit memo/credit memo journal.

9. Management Letters, Etc. Promptly (but in any event within 10 Business Days after receipt by any Loan Party), copies of any detailed audit reports, management letters or recommendations submitted to the board of directors or equivalent governing body (or the audit committee of the board of directors or such equivalent governing body) of a Loan Party by independent accountants in connection with the accounts or books of each Loan Party, or any audit of any of them.

10. Insurance. As soon as possible after the annual renewal, replacement or modification by each Loan Party of its insurance (and in any event within 15 Business Days thereafter), a certificate by an

Authorized Person of the Borrower attaching the insurance binder or other evidence of insurance for any insurance coverage of each Loan Party that was renewed, replaced or modified.

11. Additional Information.

(a) As soon as possible after the end of each calendar month (but in any event within 15 Business Days after the end thereof), on a monthly basis or more frequently as Lender may request, a certificate by an Authorized Person of the Borrower consisting of: (i) the addresses of all locations of each Loan Party acquired or opened since the date of the most recent certificate delivered to Lender containing the information required under this clause, including any change in the location of the registered office or chief executive office of any Loan Party and the acquisition by any Loan Party of any leased or owned Real Property, (ii) any name change in respect of any Loan Party (or the use of any new version of its name in another language) since the since the date of the most recent certificate delivered to Lender, (iii) a report of any new deposit account or securities account established or used by each Loan Party with any bank or other financial institution and any existing deposit account or securities account currently established or used by each Loan Party with any bank or other financial institution that is at any time identified after the Closing Date and was not set forth in Schedule 5.9 or in the schedules to the Security Agreement, including in each case, the account number, the name and address of the financial institution at which such account is maintained, the purpose of such account and, if any, the amount held in such account on or about the date of such report, and (iv) a list of (A) all applications, if any, for intellectual property made since the date of the prior certificate (or, in the case of the first such certificate, the Closing Date), and (B) all issuances of registrations or letters on existing applications for Intellectual Property received since the date of the prior certificate (or, in the case of the first such certificate, the Closing Date).

(b) The Borrower shall, if any of the information or disclosures provided in any of the Schedules attached to this Agreement becomes outdated or incorrect in any material respect, deliver to the Lender as part of the Compliance Certificate required pursuant to Section 4 of this Schedule (or more frequently in the Borrower's reasonable judgment or upon the request of the Lender) any revisions or updates to such Schedule(s) as may be necessary or appropriate to update or correct the outdated Schedule(s), which revisions shall be effective from the date accepted in writing by the Lender, such acceptance not to be unreasonably withheld; provided, that no revisions or updates to any Schedule(s) shall be deemed to have cured any breach of warranty or misrepresentation occurring prior to the delivery of that revision or update by reason of the inaccuracy or incompleteness of the relevant Schedule(s) at the time that warranty or representation previously was made or deemed to have been made. Thereafter, each reference in this Agreement to any such Schedule shall be deemed to refer to such revised Schedule.

(c) As soon as possible after the end of each calendar quarter (but in any event within 20 Business Days after the end thereof), on a quarterly basis or more frequently as Lender may request a detailed list of the customers of each Loan Party with address and contact information (provided, that, in any event such list shall be provided to Lender annually at the same time as the delivery of the annual financial statements as set forth in Section 1 above).

(d) Upon Lender's request, (i) reports of sales for each category of inventory, (ii) summary reports on sales and use tax collections, deposits and payments, including monthly sales and use tax accruals, and (iii) true, correct and complete copies of all agreements, documents or instruments evidencing or otherwise related to Indebtedness that Lender has not otherwise received.

(e) Promptly following any request therefor, such other information regarding the operations, business affairs, financial condition and Collateral of a Loan Party or compliance with the terms of the Agreement.

Any documents, schedules, invoices or other papers delivered to Lender may be destroyed or otherwise disposed of by Lender one year after the same are delivered to Lender.

Each Loan Party and Lender agree that the delivery of a Borrowing Base Certificate through Lender's electronic platform or portal, subject to Lender's authentication process, or by such other electronic method as may be directed by Lender from time to time, or by such other electronic input of information necessary to calculate the Borrowing Base as may be directed by Lender from time to time, shall in each case be used for purposes of the obligations of the Borrower to deliver Borrowing Base Certificates hereunder, with the same legal effect as if such Borrowing Base Certificate had been manually executed by the Borrower and delivered to Lender.

SCHEDULE 6.1

EXISTING INDEBTEDNESS

1. Royal Bank of Canada Mortgage Agreement dated September 20, 2022 (CAD$6,576,969.43)
2. Royal Bank of Canada Credit Card Agreement dated January 14, 2022 (US$25,212.55 and US$6,394.95)
3. RBC Master Equipment Lease dated January 14, 2022 between Royal Bank of Canada and Good Natured Products (CAD) Inc. (US$1,209,430.34)
4. Royal Bank of Canada Letters of Credit issued pursuant to the Royal Bank of Canada Letter of Credit Agreement October 3, 2023, and as amended and restated on August 19, 2021 (US$1,329,605.23) (Maturity date: December 21, 2027)
5. The Toronto Dominion Bank Mortgage Agreement dated February 13, 2024 (CAD$13,030,659.70)
6. Secured American Community Bank and Trust Note May 28, 2021, granted by Good Natured Products Real Estate U.S. to American Community Bank (US$2,748,410.03) (Maturity date: May 28, 2026)
7. Export Development Canada Amended and Restated Credit Agreement between Export Development Canada and certain entities of the Good Natured Group (US$2,500,000) (Maturity date: December 31, 2026)
8. Revolving Loan Agreement dated November 15, 2024 between certain entities of the Good Natured Group and HUK 147 Limited providing for a Cdn.$7,000,000 revolving facility (Maturity date: December 31, 2026).
9. Professional Fees with respect to the CCAA Proceeding:
    a. Alvarez & Marsal: CAD$30,000
    b. McCarthy Tétrault LLP: CAD$75,000
    c. Osler, Hoskin & Harcourt LLP: CAD$100,000
    d. Akerman LLP: CAD$95,000
10. Wind-Down Costs with respect to the CCAA Proceeding (CAD$350,000)

SCHEDULE 6.2

EXISTING LIENS

Canadian Personal Property Registrations, as amended and renewed from time to time

I. Ontario PPR Registrations

1. Debtor: Good Natured Products Inc.
    a. Registration: 20220726 1431 9234 3923 in favour of Wells Fargo Capital Finance Corporation Canada
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: July 26, 2029
    b. Registration: 20220929 1627 1590 2408 in favour of HSBC Bank Canada
        i. Accounts and Other
        ii. Expiry: September 29, 2030
2. Debtor: Good Natured Real Estate Holdings (Ontario) Inc.
    a. Registration: 20240222 0918 1590 1673 in favour of The Toronto Dominion Bank
        i. Accounts and Other
        ii. Expiry: February 22, 2030
    b. Registration: 20240222 0918 1590 1674 in favour of The Toronto Dominion Bank
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: February 22, 2030
    c. Registration: 20220726 1434 9234 3930 in favour of Wells Fargo Capital Finance Corporation Canada
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: July 26, 2029
    d. Registration: 20220929 1625 1590 2407 in favour of HSBC Bank Canada
        i. Accounts and Other
        ii. Expiry: September 29, 2030
3. Good Natured Products (CAD) Inc.
    a. Registration: 20220113 1934 1531 3437 in favour of HSBC Bank Canada, Leasing Division
        i. Equipment and Other
        ii. Expiry January 13, 2029
    b. Registration: 20220726 1432 9234 3924 in favour of Wells Fargo Capital Finance Corporation Canada
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: July 26, 2029
    c. Registration: 20220726 1433 9234 3926 in favour of Wells Fargo Capital Finance Corporation Canada
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: July 26, 2029
    d. Registration: 20220726 1433 9234 3927 in favour of Wells Fargo Capital Finance Corporation Canada
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: July 26, 2029
    e. Registration: 20220726 1433 9234 3928 in favour of Wells Fargo Capital Finance Corporation Canada
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: July 26, 2029

f. Registration: 20220726 1434 9234 3929 in favour of Wells Fargo Capital Finance Corporation Canada
    i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
    ii. Expiry: July 26, 2029
g. Registration: 20220929 1622 1590 2404 in favour of HSBC Bank Canada
    i. Accounts and Other
    ii. Expiry: September 29, 2030
h. Registration: 20220929 1623 1590 2405 in favour of HSBC Bank Canada
    i. Accounts and Other
    ii. Expiry: September 29, 2030
i. Registration: 20220929 1624 1590 2406 in favour of HSBC Bank Canada
    i. Accounts and Other
    ii. Expiry: September 29, 2030
j. Registration: 20220929 1628 1590 2409 in favour of HSBC Bank Canada
    i. Accounts and Other
    ii. Expiry: September 29, 2030

4. Debtors: Good Natured Products Packaging Canada LP, Good Natured Products Packaging Canada GP Inc., Good Natured Products Packaging Brampton GP Inc., and Good Natured Products Packaging Brampton LP
    a. Registration: 20240222 0918 1590 1674 in favour of The Toronto Dominion Bank
        i. Accounts and Other
        ii. Expiry: February 22, 2030
    b. Registration: 20221223 1546 9234 6215 in favour of Wells Fargo Capital Finance Corporation Canada
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: December 23, 2029
    c. Registration: 20221223 1547 9234 6217 in favour of Wells Fargo Capital Finance Corporation Canada
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: December 23, 2029
    d. Registration: 20221223 1548 9234 6218 in favour of Wells Fargo Capital Finance Corporation Canada
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: December 23, 2029
    e. Registration: 20221223 1548 9234 6219 in favour of Wells Fargo Capital Finance Corporation Canada
        i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
        ii. Expiry: December 23, 2029
    f. Registration: 20230120 1523 1590 7845 in favour of HSBC Bank Canada
        i. Accounts and Other
        ii. Expiry: January 20, 2031
    g. Registration: 20230120 1525 1590 7846 in favour of HSBC Bank Canada
        i. Accounts and Other
        ii. Expiry: January 20, 2031
5. Debtors: Good Natured Products Industrial Canada GP Inc. and Good Natured Products Industrial Canada LP
    a. Registration: 20220113 1934 1531 3437 in favour of HSBC Bank Canada Leasing Division
        i. Equipment and Other
        ii. Expiry January 13, 2029
    b. Registration: 20220726 1435 9234 3931 in favour of Wells Fargo Capital Finance Corporation Canada

i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
ii. Expiry: July 26, 2029

c. Registration: 20221223 1547 9234 6216 in favour Wells Fargo Capital Finance Corporation Canada
i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
ii. Expiry: December 23, 2029

d. Registration: 20230120 1522 15907844 in favour of HSBC Bank Canada
i. Account and Other
ii. Expiry: January 20, 2031

6. Debtor: 1306187 BC Ltd.
   a. Registration: 20220929 1621 1590 2403 in favour of HSBC Bank Canada
      i. Goods, Inventory, Equipment, Accounts, Other
      ii. Expiry: September 29, 2030
   b. Registration: 20220726 1432 9234 3925 in favour of Wells Fargo Capital Finance Corporation Canada
      i. Inventory, Equipment, Accounts, Other and Motor Vehicle
      ii. Expiry: July 26, 2029
7. Debtor: Good Natured Products (US) Inc.
   a. Registration: 20220728 1258 9234 3984 in favour of Wells Fargo Capital Finance Corporation Canada
      i. Inventory, Equipment, Accounts, Other and Motor Vehicle
      ii. Expiry: July 28, 2029

II. <u>British Columbia PPR Registrations</u>

8. Debtor: Good Natured Products Inc.
   a. Base Registration: 710442M in favour of HSBC Bank Canada
      i. Expiry: January 15, 2031 at 11:59:59 pm PST
   b. Base Registration: 948361M in favour of HSBC Bank Canada
      i. Expiry: May 5, 2031 at 11:59:59 pm PST
   c. Base Registration: 948362M in favour of HSBC Bank Canada
      i. Expiry: May 5, 2031 at 11:59:59 pm PST
   d. Base Registration: 243164N in favour of HSBC Bank Canada
      i. Expiry: September 15, 2031 at 11:59:59 pm PST
   e. Base Registration: 621059N in favour of HSBC Bank Canada
      i. Expiry: March 25, 2032 at 11:59:59 pm PST
   f. Base Registration: 882343N in favour of Wells Fargo Capital Finance Corporation Canada
      i. Expiry: July 26, 2029 at 11:59:59 pm PST
   g. Base Registration: 114068P in favour of HSBC Bank Canada
      i. Expiry: September 29, 2030 at 11:59:59 pm PST
9. Debtor: 1306187 BC Ltd
   a. Base Registration: 882368N in favour of Wells Fargo Capital Finance Corporation Canada
      i. Expiry: July 26, 2029 at 11:59:59 pm PST
   b. Base Registration: 114073P in favour of HSBC Bank Canada
      i. Expiry September 29, 2030 at 11:59:59 pm PST
10. Debtor: Good Natured Products (CAD) Inc.
   a. Base Registration: 114066P in favour of HSBC Bank Canada
      i. Expiry September 29, 2030 at 11:59:59 pm PST
   b. Base Registration: 882355N in favour of Wells Fargo Capital Finance Corporation Canada
      i. Expiry: July 26, 2029 at 11:59:59 pm PST
   c. Base Registration: 882399N in favour of Wells Fargo Capital Finance Corporation Canada

i. Expiry: July 26, 2029 at 11:59:59 pm PST

d. Base Registration: 882409N in favour of Wells Fargo Capital Finance Corporation Canada
   i. Expiry: July 26, 2029 at 11:59:59 pm PST
e. Base Registration: 882386N in favour of Wells Fargo Capital Finance Corporation Canada
   i. Expiry: July 26, 2029 at 11:59:59 pm PST
f. Base Registration: 882404N in favour of Wells Fargo Capital Finance Corporation Canada
   i. Expiry: July 26, 2029 at 11:59:59 pm PST

11. Debtor: Good Natured Real Estate Holdings (Ontario) Inc.
    a. Base Registration: 882415N in favour of Wells Fargo Capital Finance Corporation Canada
       i. Expiry: July 26, 2029 at 11:59:59 pm PST
    b. Registration 882415N in favour of Wells Fargo Capital Finance Corporate Canada
       i. All of the Debtor's present and after-acquired personal property.
       ii. Expiry: July 26, 2029
    c. Registration 200925Q in favour of The Toronto Dominion Bank
       i. All of the debtor's present and after-acquired personal property, including without limitation fixtures and an uncrystallized floating charge on land
       ii. Expiry: February 20, 2030
    d. Registration 200939Q in favour of The Toronto Dominion Bank
       i. Leases and rents located at 5 Abacus Road, Brampton Ontario
       ii. Expiry: February 20, 2030
    e. Registration 200925Q in favour of The Toronto Dominion Bank
       i. All of the debtor's present and after-acquired personal property, including without limitation fixtures and an uncrystallized floating charge on land
       ii. Expiry: February 20, 2030
    f. Registration 200939Q in favour of The Toronto Dominion Bank
       i. Leases and rents located at 5 Abacus Road, Brampton Ontario
       ii. Expiry: February 20, 2030
12. Debtor: Good Natured Products Industrial Canada LP and Good Natured Products Industrial Canada GP Inc.
    a. Base Registration: 882430N in favour of Wells Fargo Capital Finance Corporation Canada
       i. Expiry: July 26, 2029 at 11:59:59 pm PST
13. Debtor: Good Natured Products (US) Inc.
    a. Base Registration: 888652N in favour of Wells Fargo Capital Finance Corporation Canada
       i. Expiry: July 28, 2029 at 11:59:59 pm PST
14. Debtors: Good Natured Products Packaging Brampton LP Good Natured Products Packaging Brampton GP Inc.
    a. Base Registration: 269597P in favour of Wells Fargo Capital Finance Corporation Canada
       i. Expiry: December 23, 2029 at 11:59:59 pm PST
15. Debtors: Good Natured Products Packaging Canada LP and Good Natured Products Packaging Canada GP Inc.
    a. Base Registration: 269598P in favour of Wells Fargo Capital Finance Corporation Canada
       i. Expiry: December 23, 2029 at 11:59:59 pm PST
16. Debtors: Good Natured Products Packaging Brampton GP Inc.
    a. Base Registration: 269599P in favour of Wells Fargo Capital Finance Corporation Canada
       i. Expiry: December 23, 2029 at 11:59:59 pm PST
17. Debtors: Good Natured Products Industrial Canada GP Inc.
    a. Base Registration: 269600P in favour of Wells Fargo Capital Finance Corporation Canada
       i. Expiry: December 23, 2029 at 11:59:59 pm PST
18. Debtors: Good Natured Products Packaging Canada GP Inc.
    a. Base Registration: 269601P in favour of Wells Fargo Capital Finance Corporation Canada
       i. Expiry: December 23, 2029 at 11:59:59 pm PST

19. Debtors: Good Natured Products Packaging Canada LP, Good Natured Products Packaging Canada GP Inc., Good Natured Products Packaging Brampton GP Inc., and Good Natured Products Packaging Brampton LP
    a. Registration: 269597P in favour of Wells Fargo Capital Finance Corporation Canada
        i. All of the Debtor's present and after-acquired personal property
        ii. Expiry: December 23, 2029
    b. Registration: 269599P in favour of Wells Fargo Capital Finance Corporation Canada
        i. All of the Debtor's present and after-acquired personal property
        ii. Expiry: December 23, 2029
    c. Registration: 200925Q in favour of The Toronto Dominion Bank
        i. All of the debtor's present and after-acquired personal property, including without limitation fixtures and an uncrystallized floating charge on land
        ii. Expiry: February 20, 2030

III. Ontario and British Columbia

20. Debtor: All Purchased Entities
    a. All registrations in favour of the Revolving Credit Facility Lender in respect of the Revolving Credit Facility.
    b. All registrations in favour of EDC in respect of the EDC Amending Agreement.
    c. All registrations in favour of RBC in respect of the RBC Mortgage Agreement, the RBC MEL, the RBC Cash Collateral, and the RBC Credit Card Agreement.

IV. United States

21. Debtor: Good Natured Products (US) Inc.
    a. State: Delaware
    b. Registration Number: 2022 7172554 in favour of Wells Fargo Capital Finance Corporation Canada
    c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
    d. Expiry Date: August 25, 2027
22. Debtor: Good Natured Products Direct LLC
    a. State: Delaware
    b. Registration Number: 2023 1852242 in favour of Wells Fargo Capital Finance Corporation Canada
    c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
    d. Expiry Date: March 9, 2028
23. Debtor: Good Natured Products Packaging US LLC
    a. State: Delaware
    b. Registration Number: 2023 1852721 in favour of Wells Fargo Capital Finance Corporation Canada
    c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
    d. Expiry Date: March 9, 2028
24. Debtor: Good Natured Products Inc.
    a. State: District of Columbia
    b. Registration Number: 2022089751 in favour of Wells Fargo Capital Finance Corporation Canada

c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
d. Expiry Date: August 25, 2027

25. Debtor: Good Natured Products (CAD) Inc.
    a. State: District of Columbia
    b. Registration Number: 2022089750 in favour of Wells Fargo Capital Finance Corporation Canada
    c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
    d. Expiry Date: August 25, 2027
26. Debtor: Good Natured Products (Illinois), LLC
    a. State: Illinois
    b. Registration Number: 28833423 in favour of Wells Fargo Capital Finance Corporation Canada
    c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
    d. Expiry Date: August 25, 2027
27. Debtor: Good Natured Products Real Estate U.S., LLC
    a. State: Illinois
    b. Registration Number: 28826990 in favour of Wells Fargo Capital Finance Corporation Canada
    c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
    d. Expiry Date: August 25, 2027
28. Debtor: Good Natured Products (Texas) LLC
    a. State: Texas
    b. Registration Number: 22-0042533960 in favour of Wells Fargo Capital Finance Corporation Canada
    c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
    d. Expiry Date: August 25, 2027

Canadian Real Property Charges

1. 1306187 BC Ltd. – Parcel Register 03848-0103 at LRO #58:
    a. Registration: WR1470526 from 1306187 BC Ltd in favour of HSBC Bank Canada
    b. Registration: WR1470527 from 1306187 BC Ltd in favour of HSBC Bank Canada
    c. Registration: WR1470529 from 1306187 BC Ltd in favour of HSBC Bank Canada
    d. A registration to be registered prior to Closing in favour of the Revolving Credit Facility Lender.
    e. A registration to be registered prior to Closing in favour of EDC.

2. Good Natured Real Estate Holdings (Ontario) Inc. – Parcel Register 14021-0094 at LRO #43:
    a. Registration PR4305960 from Good Natured Real Estate Holdings (Ontario) Inc. in favour of The Toronto-Dominion Bank
    b. Registration PR4305961 from Good Natured Real Estate Holdings (Ontario) Inc. in favour of The Toronto-Dominion Bank

c. A registration to be registered prior to Closing in favour of the Revolving Credit Facility Lender.
d. A registration to be registered prior to Closing in favour of EDC.

American Real Property Charges

1. All real property security granted to American Community Bank & Trust by Good Natured Products Real Estate U.S., LLC in respect of the real property with the municipal address of 11413 North Burlington Road, Richmond, Illinois, United States of America.
2. A registration to be registered prior to Closing in favour of the Revolving Credit Facility Lender in respect of the real property with the municipal address of 11413 North Burlington Road, Richmond, Illinois, United States of America..
3. A registration to be registered prior to Closing in favour of EDC in respect of the real property with the municipal address of 11413 North Burlington Road, Richmond, Illinois, United States of America..

SCHEDULE 6.9

EXISTING INVESTMENTS

None.

Appendix W

GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT (as amended, supplemented, restated, replaced or extended from time to time, this "**Agreement**") is dated with effect as of November 15, 2024, and executed and delivered by **GOOD NATURED PRODUCTS INC.** (the "**Borrower**") and **GOOD NATURED REAL ESTATE HOLDINGS (ONTARIO) INC., 1306187 B.C. LTD., GOOD NATURED PRODUCTS (CAD) INC., GOOD NATURED PRODUCTS PACKAGING CANADA GP INC., GOOD NATURED PRODUCTS PACKAGING BRAMPTON GP INC., GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC., GOOD NATURED PRODUCTS PACKAGING CANADA LP, GOOD NATURED PRODUCTS PACKAGING BRAMPTON LP,** and **GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP** (the "**Guarantors**", and together with the Borrower, the "**Debtors**") to and in favour of **HUK 147 LIMITED**, in its capacity as Lender (the "**Lender**") pursuant to the Loan Agreement among, *inter alios*, the Borrower, as borrower, the Guarantors, as guarantors, and the Lender, as lender, dated with effect as of the date hereof (as amended, supplemented, restated, replaced or extended from time to time, the "**Loan Agreement**").

RECITALS:

A. The Debtors are indebted or liable to the Lender pursuant to the Loan Agreement.

B. As a condition precedent to the Lender extending certain credit to the Debtors, the Debtors are required to execute and deliver this Agreement, and to grant to the Lender and to create a security interest in all personal property of the Debtors, as hereinafter provided as security for the payment and performance of the Secured Obligations (as defined in Section 3.1) of the Debtors to the Lender.

NOW THEREFORE, in consideration of the extension of credit by the Lender to the Debtors, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtors, the Debtors covenant and agree to and in favour of the Lender as follows:

ARTICLE 1 - DEFINITIONS; INTERPRETATION

1.1 Defined Terms

Except as otherwise expressly provided herein, capitalized terms used in this Agreement (including in the Recitals hereof) but not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

1.2 Terms Defined in the Ontario Personal Property Security Act

Where applicable and except as defined herein, terms used herein shall have the meanings assigned to them in the *Personal Property Security Act* as the same may, from time to time, be in effect in the Province of Ontario (the "**PPSA**").Such terms include: "**accounts**"**,** "**chattel paper**", "**documents of title**", **"equipment**", "**intangibles**", "**instruments**", "**inventory**", "**investment property**", "**money**", "**proceeds**" **and** "**security**".

1.3 Interpretation

(a) In this Agreement the words "**including**", "**includes**" and "**include**" mean "**including (or includes or include) without limitation**". The phrase "the

aggregate of", "**the total of**", "**the sum of**", or a phrase of similar meaning means "**the aggregate (or total or sum), without duplication, of**". The expression "**Article**", "**Section**" or other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Agreement.

(b) Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and are not to affect its interpretation.

(d) Any schedules attached to this Agreement form an integral part of it for all purposes.

(e) Except as otherwise provided in this Agreement, any reference to this Agreement, the Loan Agreement or any of the Credit Documents refers to this Agreement, the Loan Agreement or such Credit Documents as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules to it. Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.

ARTICLE 2 - GRANT OF SECURITY INTEREST; COLLATERAL

2.1 Grant of Security Interest

As security for the payment and performance of the Secured Obligations, the Debtors hereby assign and grant to the Lender a security interest in all of the Debtors' present and after-acquired personal property (collectively and severally, the "**Debtor Collateral**"), wherever located and whether now existing or hereafter acquired or arising, including without limitation, the following property:

(a) all accounts and book debts of the Debtors, chattel paper, documents of title, instruments, and intangibles of the Debtors, including all debts, dues, claims choses in action and demands of every nature and kind, howsoever arising or secured, including letters of credit, guarantees and advances of credit that are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtors, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all supporting obligations of any or all of the forgoing ("**Accounts**");

(b) all inventory of the Debtors, including all merchandise and other goods that are held for sale or lease or that have been leased by the Debtors or that are to be furnished under a contract of service, all finished goods and all goods comprising raw materials, work in process or other materials used or consumed in the Debtors' business, all goods in which the Debtors have an unlimited interest or a joint or other interest of any kind (including goods in which the Debtors have an interest or right as consignee), and all goods which are returned to or repossessed by the Debtors, together with all additions and accessions thereto and replacements therefor and products thereof and documents therefor ("**Inventory**");

(c) all goods of the Debtors which are neither inventory nor consumer goods and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor, including, all machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings, vehicles and fixtures ("**Equipment**");

(d) all Intellectual Property Collateral (as defined in Section 7.3);

(e) subject to Section 2.2 hereof, all money maintained in a deposit, blocked, lockbox or other account in the Debtors' name with any financial institution, and all certificates, instruments and other writings, if any, from time to time representing, evidencing or deposited into such accounts, and all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(f) all now existing and hereafter arising contracts and agreements to which the Debtors are party (the "**Assigned Agreements**"), including without limitation, all rights of the Debtors to receive moneys due and to become due under or pursuant to the Assigned Agreements, all rights of the Debtors to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, all claims of the Debtors for damages arising out of or for breach of or default under the Assigned Agreements, and all rights of the Debtors to terminate, amend, supplement or modify the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder; *provided, however,* that with respect to any such contract or agreement where the grant of a security interest in the Debtors' right, title and interest therein is prohibited by the terms thereof, or would give any other party the right to terminate their obligations thereunder, or is not permitted because any necessary consent to such grant has not been obtained, or would contravene any Applicable Law, or would result in a material loss and expense to the Debtors, the Collateral shall, to the extent permitted under Applicable Law and pursuant to such contract or agreement, include only the rights of the Debtors to receive moneys due and to become due, if any, under or pursuant to such contract or agreement;

(g) all books, records, writings, databases, information and other property relating to, used or useful in connection with, embodying, incorporating or referring to, any of the foregoing Debtor Collateral;

(h) all money, cash and cash equivalents held by the Debtors which are not otherwise included in the foregoing Debtor Collateral; and

(i) all products and proceeds of the foregoing Debtor Collateral (with the term "proceeds" and also including any voluntary or involuntary disposition, and all rights to payment, including return premiums, with respect to any insurance).

2.2 Excluded Collateral

Notwithstanding anything contained herein or in the Loan Agreement, the Debtor Collateral shall not include: (a) any property held in trust by the Debtors and lawfully belonging to others, (b) the last day of the term of any lease of real property which is not assignable without the consent of a landlord which consent has not been received, provided that the Debtors shall stand possessed of such last day and shall on the exercise by the Lender of its rights under this Agreement following an Event of Default which has not been waived in writing by the Lender or cured in

accordance with the Loan Agreement, assign and transfer such interest as instructed by the Lender; (c) the interests described in the proviso to Section 2.1(f) or (d) any consumer goods used as such by the Debtors.

2.3 Debtors Remain Liable

Anything herein to the contrary notwithstanding, (a) the Debtors shall remain liable under all Assigned Agreements, to the extent set forth therein, to perform all of their duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Lender of any of the rights hereunder shall not release the Debtors from any of their duties or obligations under such Assigned Agreements, and (c) the Lender shall not have any obligation or liability under any Assigned Agreements by reason of this Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of the Debtors thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Debtor Collateral hereunder.

2.4 Continuing Security Interest

The Debtors agree that this Agreement shall create a general continuing security interest in the Debtor Collateral which shall remain in effect until terminated in accordance with this Agreement or the Loan Agreement.

2.5 Attachment

The Debtors and the Lender agree to not postpone the time for attachment of the security interest created hereby, and agree that such security interest attaches to existing Debtor Collateral upon the execution of this Agreement and that the security interest will attach to Debtor Collateral acquired after the date of execution of this Agreement at the time that the Debtors acquire any rights in such Debtor Collateral. The Debtors and the Lender agree that value has been given. The Debtors represent and warrant that they have rights in the existing Debtor Collateral or the power and authority to transfer rights in such Debtor Collateral, and in the case of after-acquired Debtor Collateral, that they will have rights in such Debtor Collateral or the power and authority to transfer rights in such Debtor Collateral.

ARTICLE 3 - SECURED OBLIGATIONS

3.1 Secured Obligations

The obligations secured by this Agreement shall consist of the obligations arising under the Loan Agreement and the other Credit Documents, whether now existing or hereafter arising, as principal or surety, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred, together with all expenses (including reasonable and documented legal fees on a solicitor and client basis) incurred by the Lender, its receivers, receiver-managers or agents in the preparation, perfection and enforcement of security and other agreements held by the Lender in respect of such obligations and liabilities and interest thereon (all of which obligations, liabilities, expenses and interest are referred to collectively as the "**Secured Obligations**").

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

In addition to all representations and warranties of the Debtors set forth in the Credit Documents, which are incorporated herein by this reference, the Debtors hereby represent and warrant that:

4.1 Sole Owner

The Debtors have good and marketable title to the Debtor Collateral (or, in the case of after-acquired Debtor Collateral, will have good and marketable title to such Debtor Collateral).

4.2 No Adverse Claim

No Person has (or, in the case of after-acquired Debtor Collateral, at the time the Debtors acquire rights therein, will have) any right, title, claim or interest (by way of security interest or other Lien) in, against or to the Debtor Collateral other than Permitted Liens.

4.3 Full Disclosure

All information heretofore, herein or hereafter supplied to the Lender by or on behalf of the Debtors with respect to the Debtor Collateral is accurate and complete in all material respects.

4.4 Delivery of Debtor Collateral

The Debtors have delivered to the Lender all instruments and chattel paper and other items of Debtor Collateral in which a security interest is or may be perfected by possession, together with such additional writings, including assignments, with respect thereto as the Lender shall reasonably request.

4.5 Intellectual Property

All of the patents, trade-marks, and copyrights material to the business of the Debtors have been registered or applied to be registered with the Canadian Intellectual Property Office or the United States Patent and Trademark Office, as applicable.

4.6 Chief Executive Office; Trade Names; Collateral Location; Records Location

The Debtors' chief executive offices are in the Province of Ontario, the Province of British Columbia, and the State of Delaware; the only trade name(s) or style(s) used by the Debtors are as set forth in the disclosure schedules to the Loan Agreement. The Debtors' records concerning the Debtor Collateral are located at the respective chief executive office of each Debtor. The Debtors have not, at any time in the past five years: (a) been known as or used any other corporate, trade or fictitious name; (b) changed their name; (c) been the surviving or resulting corporation in a merger or consolidation; or (d) acquired through asset purchase or otherwise any business of any Person, except as disclosed in writing to the Lender.

4.7 Enforceability; Priority of Security Interest

(a) This Agreement creates a security interest which is enforceable against the Debtor Collateral in which the Debtors now have rights and will create a security interest which is enforceable against the Debtor Collateral in which the Debtors hereafter acquire rights at the time the Debtors acquire any such rights; and

(b) Other than Permitted Liens, the Lender, has a perfected and first priority security interest in the Debtor Collateral, in which the Debtors now have rights, and will have a perfected and first priority security interest in the Debtor Collateral in which the Debtors hereafter acquire rights at the time the Debtors acquire any such rights, in each case securing the payment and performance of the Secured Obligations.

4.8 Rights to Payment

(a) The Accounts and any and all of the Debtors' rights and claims to the payment or receipt of money or other forms of consideration of any kind in, to and under or with respect to their chattel paper, documents of title, intangibles, instruments, proceeds and supporting obligations (collectively, "**Rights to Payment**") represent valid, binding and enforceable obligations of the account debtors or other Persons obligated thereon, representing undisputed, *bona fide* transactions completed in accordance with the terms and provisions contained in any documents related thereto, and are and will be genuine, free from any Lien other than Permitted Liens and not subject to any adverse claims, counterclaims, setoffs, defaults, disputes, defenses, discounts, retainages, holdbacks or conditions precedent of any kind of character, except to the extent reflected by the Debtors' reserves for uncollectible Rights to Payment or to the extent, if any, that such account debtors or other Persons may be entitled to normal and ordinary course trade discounts, returns, adjustments and allowances in accordance with Section 5.11 or as otherwise disclosed to the Lender in writing;

(b) the Debtors have not assigned any of their rights under the Rights to Payment other than Permitted Liens as provided in this Agreement or as set forth in the other Credit Documents;

(c) all statements made, all unpaid balances and all other information in the Debtors' books and other documentation relating to the Rights to Payment are true and correct and in all material respects what they purport to be; and

(d) the Debtors have no knowledge of any fact or circumstance which would impair the validity or collectability of any of the Rights to Payment.

4.9 Inventory

No inventory is stored with any bailee, warehouseman or similar Person or on any premises leased to the Debtors, nor has any inventory been consigned to the Debtors or consigned by the Debtors to any Person or is held by the Debtors for any Person under any "bill and hold" or other arrangement, except as set forth in the disclosure schedules to the Loan Agreement or disclosed to the Lender in writing.

4.10 Equipment

(a) none of the Equipment or other Debtor Collateral is affixed to real property except Debtor Collateral with respect to which the Debtors have supplied the Lender with all information and documentation requested by the Lender to make all fixture filings required to perfect and protect the Lender's security interest in all such Debtor Collateral; and

(b) none of the Equipment is leased to any Person, except as otherwise disclosed to the Lender in writing.

4.11 Leases

The Debtors are not and will not become lessees under any real property lease or enter into any customer agreement or other agreement governing the location of Debtor Collateral at the premises of another Person pursuant to which the lessor or such other Person may obtain any rights in any of the Debtor Collateral, and no such lease or other such agreement now prohibits,

restrains, impairs or will prohibit, restrain or impair such Debtors' right to remove any Debtor Collateral from the premises at which such Debtor Collateral is situated, except for the usual and customary restrictions contained in such leases of real property.

ARTICLE 5 - COVENANTS AND AGREEMENTS

In addition to all covenants and agreements of the Debtors set forth in the Credit Documents, which are incorporated herein by this reference, the Debtors hereby covenant and agree, at no cost or expense to the Lender:

5.1 Preservation of Security Interest

To do all acts (other than acts which are required to be done by the Lender) that may be necessary to maintain, preserve and protect the Debtor Collateral and the first priority (subject to Permitted Liens) priority, perfected security interest of the Lender therein.

5.2 Actions and Proceedings

To appear in and defend any action or proceeding which may affect their title to or the Lender's interest in the Debtor Collateral.

5.3 Use of Collateral

Not to use any Debtor Collateral, or permit any Debtor Collateral to be used, unlawfully or in violation of any provision of this Agreement, any other agreement with the Lender related hereto, or any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Debtors or affecting any of the Debtor Collateral or any contractual obligation affecting any of the Debtor Collateral.

5.4 Transfer of Collateral; Liens

Not to surrender or lose possession of, sell, encumber, lease, rent, or otherwise dispose of or transfer any Debtor Collateral or right or interest therein except as expressly permitted herein or in the Credit Documents, and to keep the Debtor Collateral free of all Liens except Permitted Liens and as expressly permitted by the Credit Documents or otherwise approved in writing by the Lender; *provided, however,* that, unless an Event of Default shall have occurred which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, the Debtors may, in the ordinary course of business, sell or lease (provided they register and perfect any primary lease or conditional sale agreement in accordance with Applicable Law) any Debtor Collateral consisting of inventory.

5.5 Delivery of Collateral

To account fully for and promptly deliver to the Lender, in the form received, all documents, chattel paper, all documents of title, all warehouse receipts, bills of lading, all certificated securities with respect to investment property, instruments and agreements constituting Debtor Collateral hereunder, and all proceeds of the Debtor Collateral received, all endorsed to the Lender, or in blank, as requested by the Lender, and accompanied by such stock powers as appropriate and until so delivered all such documents, instruments, receipts, agreements and proceeds shall be held by the Debtors in trust for the Lender, separate and apart from all other property of the Debtors.

5.6 Records

To keep accurate and complete records of the Debtor Collateral and to provide the Lender with such records and such other reports and information relating to the Debtor Collateral as the Lender may reasonably request from time to time, to keep the records concerning the Debtor Collateral at the location(s) referred to in Section 4.6, and not to remove such records from such location(s) without the prior written consent of the Lender.

5.7 Chief Executive Office; Names

To give the Lender thirty (30) days prior written notice of any change in the Debtors' respective chief executive office or legal name or trade name(s) or style(s).

5.8 Location of Collateral

Except as permitted by the Loan Agreement, to keep the Debtor Collateral at its current location(s) and not to remove the Debtor Collateral from such locations (other than disposals of Debtor Collateral expressly permitted by the Credit Documents).

5.9 Maintenance of Collateral

To keep the Debtor Collateral in good condition and repair and not to cause or permit any waste or unusual or unreasonable depreciation of the Debtor Collateral (ordinary wear and tear excepted).

5.10 Leased Premises

At the Lender's request, to obtain from each Person from whom the Debtors lease any premises or supplies any customer at which any Debtor Collateral is at any time present such collateral access, subordination, waiver, consent and estoppel agreements as the Lender may require, in form and substance satisfactory to the Lender.

5.11 Rights to Payment

To:

(a) with such frequency as the Lender may reasonably require, furnish to the Lender full and complete reports, in form and substance satisfactory to the Lender, with respect to the Accounts, including information as to concentration, aging, identity of account debtors, letters of credit securing Accounts, disputed Accounts and other matters, as the Lender shall request;

(b) give only normal discounts, allowances and credits as to Accounts and other Rights to Payment, in the ordinary course of business, according to normal trade practices utilized by the Debtors in the past, and enforce all Accounts and other Rights to Payment strictly in accordance with their terms, and take all such action to such end as may from time to time be reasonably requested by the Lender, except that the Debtors may grant any extension of the time for payment or enter into any agreement to make a rebate or otherwise to reduce the amount owing on or with respect to, or compromise or settle for less than the full amount thereof, any Account or other Right to Payment, in the ordinary course of business, according to normal trade practices utilized by the Debtors in the past;

(c) if any discount, allowance, credit, extension of time for payment, agreement to make a rebate or otherwise to reduce the amount owing on, or compromise or settle, an Account or other Right to Payment exists or occurs, or if, to the knowledge of the Debtors, any dispute, setoff, claim, counterclaim or defence exists or has been asserted or threatened with respect to an Account or other Right to Payment, disclose such fact fully to the Lender in the books relating to such Account or other Right to Payment and in connection with any invoice or report furnished by the Debtors to the Lender relating to such Account or other Right to Payment;

(d) if any Accounts arise from contracts with the government of the United States of America or any department, agency or instrumentality thereof, or the government of Canada or any department, agency or instrumentality thereof, immediately notify the Lender thereof and execute any documents and instruments and take any other steps requested by the Lender in order that all monies due and to become due thereunder shall be assigned to the Lender and notice thereof given to the appropriate authorities under the *Federal Assignment of Claims Act* of the United States or the *Financial Administration Act* of Canada;

(e) in accordance with its sound business judgment perform and comply in all material respects with its obligations in respect of the Accounts and other Rights to Payment;

(f) upon the request of the Lender (i) at any time, notify all or any designated portion of the account debtors and other obligors on the Rights to Payment of the security interest hereunder, and (ii) upon the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, notify the account debtors and other obligors on the Rights to Payment or any designated portion thereof that payment shall be made directly to the Lender or to such other Person or location as the Lender shall specify; and

(g) except as contemplated or required in accordance with the Loan Agreement, upon the occurrence of any Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, establish such lockbox or similar arrangements for the payment of the Accounts and other Rights to Payment as the Lender shall require.

5.12 Inventory

To:

(a) at such times as the Lender shall reasonably request or as may be required under the Credit Documents, prepare and deliver to the Lender a report of all Inventory, in form and substance satisfactory to the Lender;

(b) upon the reasonable request of the Lender or as may be required under the Credit Documents, take a physical listing of the Inventory and promptly deliver a copy of such physical listing to the Lender; and

(c) other than as set forth in the disclosure schedules to the Loan Agreement or disclosed to the Lender in writing, not store any Inventory with a bailee, warehouseman or similar Person or on premises leased to the Debtors, nor dispose of any Inventory on a bill-and-hold, guaranteed sale, sale and return, sale

on approval, consignment or similar basis, nor acquire any Inventory from any Person on any such basis, without in each case giving the Lender prior written notice thereof.

5.13 License Agreement and Other Assigned Agreements

To:

(a) deliver to the Lender promptly upon request therefrom (i) copies of the Assigned Agreements and (ii) all material notices, requests and other documents relating to any default, alleged default, termination or renewal the received or delivered by the Debtors in respect of any of the material Assigned Agreements.

(b) perform and observe in all material respects all terms and provisions of the Assigned Agreements to be performed or observed by it and enforce the Assigned Agreements in accordance with their terms if the Debtors reasonably believe such enforcement is required to preserve or protect any of the Collateral or the Debtors' business or financial condition; and

(c) without the prior written consent of the Lender, not take any action to amend or terminate, or waive compliance with any of the terms of the Assigned Agreements, if such amendment, termination or waiver would or could reasonably be expected to adversely affect the Collateral or result in a material adverse change to the Debtors' business or financial conditions.

ARTICLE 6 - AUTHORIZED ACTION BY THE LENDER; RIGHTS TO PAYMENT

6.1 Authorized Action by the Lender

The Debtors hereby agree that following the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, without presentment, notice or demand, and without affecting or impairing in any way the rights of the Lender with respect to the Debtor Collateral, the obligations of the Debtors hereunder or the Secured Obligations, the Lender may, but shall not be obligated to and shall incur no liability to the Debtors or any third party for failure to, take any action that the Debtors are obligated by this Agreement to do and to exercise such rights and powers as the Debtors might exercise with respect to the Debtor Collateral, and the Debtors hereby irrevocably appoint the Lender as their attorney-in-fact following the occurrence of an Event of Default, which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, to exercise such rights and powers, including, without limitation, the power and authority to:

(a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Debtor Collateral;

(b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Debtor Collateral;

(c) insure, process and preserve the Debtor Collateral;

(d) transfer the Debtor Collateral to its own or its nominee's name;

(e) make any compromise or settlement, and take any action it deems advisable, with respect to the Debtor Collateral; and

(f) notify any obligor on any Debtor Collateral to make payment directly to the Lender.

The foregoing power of attorney is coupled with an interest and irrevocable so long as the Lender has any obligation to make any credit facility available or the Secured Obligations have not been indefeasibly paid and performed in full. The Debtors hereby ratify, to the extent permitted by Applicable Law, all that the Lender shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 6.1. The Debtors agree to reimburse the Lender upon demand for any reasonable and documented costs and expenses, including reasonable legal fees, the Lender may incur while acting as the Debtors' attorney-in-fact hereunder, all of which costs and expenses are included in the Secured Obligations.

6.2 Collection of Rights to Payment

Until the Lender exercises its rights hereunder to collect Rights to Payment, the Debtors shall endeavour in the first instance diligently to collect all amounts due or to become due on or with respect to the Rights to Payment. At the request of the Lender, before and after the occurrence of any Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, all remittances received by the Debtors shall be, and shall be deemed to be, held separate and apart and in trust exclusively for the Lender and, in accordance with the Loan Agreement, remitted to the Lender in the form received (with any necessary endorsements or instruments of assignment or transfer).

6.3 Investment Property and Instruments

Upon and after the occurrence of any Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, the Lender shall be entitled to receive all distributions and payments of any nature with respect to any investment property or instruments, and all such distributions or payments received by the Debtors shall be, and shall be deemed to be, held separate and apart and in trust exclusively for the Lender and, in accordance with the Lender's instructions, remitted to the Lender in the form received (with any necessary endorsements or instruments of assignment or transfer). Following the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance the Loan Agreement, any such distributions and payments with respect to any investment property held in any securities account shall be held and retained in such securities account, in each case as part of the Debtor Collateral hereunder. Additionally, the Lender shall have the right upon the occurrence of an Event of Default which has not been waived by the Lender or cured in accordance with the Loan Agreement, following prior written notice to the Debtors, to vote and to give consents, ratifications and waivers with respect to any investment property and instruments of the Debtors comprising Debtor Collateral hereunder, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if the Lender was the absolute owner thereof; *provided* that the Lender shall have no duty to exercise any of the foregoing rights afforded to it and shall not be responsible to the Debtors or any other Person for any failure to do so or delay in doing so.

ARTICLE 7 - ADDITIONAL PROVISIONS REGARDING INTELLECTUAL PROPERTY

7.1 Additional Representations and Warranties

The Debtors represent and warrant to the Lender as follows:

(a) Except as disclosed to the Lender in the Credit Documents, the Debtors (directly or through any subsidiary) do not own, posses or use under any licensing arrangement any patents, copyrights, trade-marks, service marks or trade names, nor is there currently pending before any governmental authority any application for registration of any patent, copyright, trade-mark, service mark or trade name, except for commercial, off-the-shelf software or process technology or software embedded in equipment;

(b) all patents, copyrights, trade-marks, service marks and trade names owned by the Debtors are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(c) all maintenance fees required to be paid on account of any patents owned by the Debtors have been timely paid for maintaining such patents in force (except with respect to any patents where a failure to do so would be reasonable and appropriate in accordance with prudent business practice), and, to the best of the Debtors' knowledge, each of the patents is valid and enforceable and the Debtors have notified the Lender in writing of all prior disputes, sales and licenses (including public uses and sales) of which it is aware;

(d) to the best of the Debtors' knowledge after due inquiry, no material infringement or unauthorized use presently is being made of any Intellectual Property Collateral owned by the Debtors by any Person;

(e) the Debtors are the sole and exclusive owner of the Intellectual Property Collateral purported to be owned by the Debtors and the past, present and contemplated future use of such Intellectual Property Collateral by the Debtors has not, does not and will not infringe or violate any right, privilege or license agreement of or with any other Person; and

(f) the Debtors own, have material rights under, are party to, or an assignee of a party to all material licenses, patents, patent applications, copyrights, service marks, trade-marks, trade-mark applications, trade names and all other Intellectual Property Collateral necessary to continue to conduct their business as heretofore conducted.

7.2 Additional Covenants

The Debtors will:

(a) not allow or suffer any Intellectual Property Collateral owned by them to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public, except as shall be reasonable and appropriate in accordance with prudent business practice;

(b) promptly give the Lender notice of any rights the Debtors may obtain to any new patentable inventions, copyrightable works or other new Intellectual Property Collateral created or acquired by the Debtors (other than commercial, off-the-shelf software or process technology or software embedded in equipment), prior to the filing of any application for registration thereof;

(c) without limiting the generality of clause (b) provide the Lender with written notice of their intent to register any unregistered copyrights with the United States of

America Copyright Office or the Canadian Intellectual Property Office (whether in existence on the date hereof or thereafter acquired, arising, or developed) not less than thirty (30) days prior to the date of the proposed registration; and

(d) diligently prosecute all applications made by the Debtors for patents, copyrights and trade-marks, and file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonable and appropriate in accordance with prudent business practice, and promptly and timely pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property Collateral.

7.3 Additional Definition

As used in this Agreement, "**Intellectual Property Collateral**" means the following properties and assets owned or held by the Debtors or in which the Debtors otherwise have any interest (other than as licensor pursuant to licenses relating to off-the-shelf software or process technology or software embedded in equipment), now existing or hereafter acquired or arising:

(a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(b) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(c) all state and provincial (including common law), federal and foreign trade-marks, service marks and trade names, and applications for registration of such trade-marks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(d) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs;

(e) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtors connected with and symbolized by any of the aforementioned properties and assets; and

(f) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above.

ARTICLE 8 - REMEDIES; NOTICE OF SALE; RECEIVERS

8.1 Remedies

Upon the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, the Lender may at its option, without notice to or demand on the Debtors and in addition to all rights and remedies available to the Lender with respect to the Secured Obligations, at law, in equity or otherwise, do any one or more of the following:

(a) foreclose or otherwise enforce the security interest of the Lender in any manner permitted by Applicable Law or provided for in this Agreement;

(b) sell, lease or otherwise dispose of any Debtor Collateral at one or more public or private sales at place of business of the Lender or any other place or places, including any broker's board or securities exchange, whether or not such Debtor Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as the Lender may determine;

(c) use or transfer the Debtors' rights and interests in any Intellectual Property Collateral by license, by sublicense (to the extent permitted by an applicable license), assignment or otherwise, on such conditions and in such manner as the Lender may determine;

(d) recover from the Debtors all costs and expenses, including reasonable legal fees and disbursements, incurred or paid by the Lender in exercising any right, power or remedy provided by this Agreement;

(e) require the Debtors to assemble the Debtor Collateral and make it available to the Lender at a place to be designated by the Lender;

(f) permit the Lender to enter onto property where any Debtor Collateral is located and take possession thereof with or without judicial process; and

(g) prior to the disposition of the Debtor Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Lender deems appropriate and in connection with such preparation and disposition, without charge, use any trade-mark, tradename, copyright, patent or technical process used by the Debtors.

8.2 Notice of Sale

The Debtors shall be given fifteen (15) days' prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Debtor Collateral is to be made in accordance with Section 8.1, which notice the Debtors hereby agree shall be deemed reasonable notice thereof. Upon any such sale or other disposition pursuant to this Agreement,

the Lender shall have the right to deliver, assign and transfer to the purchaser thereof the Debtor Collateral or portion thereof so sold or disposed of. The Lender shall have the right upon any such public sale, and, to the extent permitted by Applicable Law, upon any such private sale, to purchase the whole or any part of the Debtor Collateral so sold. Each purchaser at any such sale or other disposition (including if applicable, the Lender) shall hold the Debtor Collateral free from any claim or right of whatever kind, including any equity or right of redemption of the Debtors and the Debtors specifically waive (to the extent permitted by Applicable Law) all rights of redemption, stay or appraisal which they have or may have under any rule of law or statute now existing or hereafter adopted.

8.3 License

For the purpose of enabling the Lender to exercise its rights and remedies under this Section 8.3 or otherwise in connection with this Agreement, upon the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, the Debtors hereby grant to the Lender an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to the Debtors) or (to the extent permitted by the applicable license) sublicense to use, license or sublicense any Intellectual Property Collateral, subject, with respect to trade-marks, to reasonable and appropriate quality control provisions.

8.4 Appointment of Receiver

Upon the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, the Lender may, in addition to any other rights they may have, appoint by instrument in writing a receiver, monitor, consultant, liquidator or receiver and manager (all of which are herein called a "**Receiver**") of all or any part of the Debtor Collateral or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and limitations of liability as the Lender have under this Agreement, at law or in equity. In exercising any such powers, any such Receiver shall, to the extent permitted by Applicable Law, act as and for all purposes shall be deemed to be the Lender of the Debtors and the Lender shall not be responsible for any act or default of any such Receiver. The Lender may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Lender. A court need not appoint, ratify the appointment by the Lender of or otherwise supervise in any manner the actions of any Receiver. Upon the Debtors receiving notice from the Lender of the taking of possession of the Debtor Collateral or the appointment of a Receiver, all powers, functions, rights and privileges of the Debtors and, to the extent permitted by Applicable Law, their directors and officers with respect to the Debtor Collateral shall cease, unless specifically continued by the written consent of the Lender.

8.5 Carrying on Business

Upon the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, the Lender may carry on, or concur in the carrying on of, all or any part of the business or undertaking of the Debtors, may, subject to the rights and Liens of third parties but to the exclusion of the Debtors, enter upon, occupy and use all or any of the premises, buildings, plant and undertakings of or occupied or used by the Debtors and may use all or any of the tools, machinery, equipment and intangibles of the Debtors for such time as the Lender sees fit, free of charge, to carry on the business of the Debtors and, if applicable, to manufacture or complete the manufacture of any Inventory and to pack and ship the finished product.

8.6 Dealing with Debtor Collateral

Upon the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, the Lender may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with the Debtor Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable, all without notice to the Debtors except as otherwise required by any Applicable Law. Upon the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, the Lender may demand, sue for and receive any Accounts with or without notice to the Debtors, give such receipts, discharges and extensions of time and make such compromises in respect of any Accounts which may, in the Lender's absolute discretion, seem bad or doubtful. The Lender may charge on its own behalf and pay to others, sums for costs and expenses incurred including, without limitation, reasonable and documented legal fees and expenses on a solicitor and his own client scale and Receivers' and accounting fees, in or in connection with seizing, collecting, realizing, disposing, enforcing or otherwise dealing with the Debtor Collateral and in connection with the protection and enforcement of the rights of the Lender hereunder, including without limitation, in connection with advice with respect to any of the foregoing. The amount of such sums shall be deemed advanced to the Debtors by the Lender, shall become part of the Secured Obligations, shall bear interest at the highest rate per annum charged by the Lender on the Secured Obligations or any part thereof and shall be secured by this Agreement.

8.7 Right to Use

Upon the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, the Debtors hereby grant to the Lender a license or other right to use, without charge, all of the Debtors' present and future property, whether real or personal, including, without limitation, labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trade-marks, services marks, and advertising matter, or any other Intellectual Property Collateral or other property of any nature or of a similar nature, as it pertains to the Debtor Collateral, in completing production of, advertising for sale, and selling of any Debtor Collateral and the Debtors' rights under all licenses and all franchise agreements shall inure to the Lender.

8.8 Retention of Debtor Collateral

Upon the occurrence of an Event of Default which has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, and upon notice to the Debtors and subject to any obligation to dispose of any of the Debtor Collateral, as provided in the PPSA, the Lender may elect to retain all or any part of the Debtor Collateral in satisfaction of the Secured Obligations or any of them.

8.9 Pay Liens

The Lender may pay any Liens that may exist or be threatened against the Debtor Collateral. In addition, at any such time, the Lender may borrow money required for the maintenance, preservation or protection of the Debtor Collateral or for the carrying on of the business or undertaking of the Debtors and may grant further security interests in the Debtor Collateral in priority to the security interest created hereby as security for the money so borrowed. In every such case the amounts so paid or borrowed together with costs, charges and expenses incurred in connection therewith shall be deemed to have been advanced to the Debtors by the Lender, shall become part of the Secured Obligations, shall bear interest at the highest rate per annum

charged by the Lender on the Secured Obligations or any part thereof and shall be secured by this Agreement.

8.10 Application of Payments

Any and all payments made in respect of the Secured Obligations from time to time and moneys realized on the Debtor Collateral may be applied to such part or parts of the Secured Obligations as the Lender may see fit. The Lender shall, at all times and from time to time, have the right to change any appropriation as they may see fit. Any insurance moneys received by the Lender pursuant to this Agreement may, at the option of the Lender, be applied against the Secured Obligations as the Lender thinks fit.

8.11 Set-off

The Secured Obligations will be paid by the Debtors without regard to any equities between the Debtors and the Lender or any right of set-off or cross-claim. If an Event of Default exists and has not been waived in writing by the Lender or cured in accordance with the Loan Agreement, any indebtedness owing by the Lender to the Debtors may be set off and applied by the Lender against the Secured Obligations either before or after maturity, without demand upon or notice to anyone and regardless of the currency in which the indebtedness is denominated.

8.12 Deficiency

If the proceeds of the realization of the Debtor Collateral are insufficient to repay the Lender all amounts owing to them, the Debtors shall forthwith pay such deficiency or cause such deficiency to be paid to the Lender, as applicable.

8.13 Lender Not Liable

The Lender shall not be liable or accountable for any failure to seize, collect, realize, dispose of, enforce or otherwise deal with the Debtor Collateral, shall not be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Lender, the Debtors or any other person, firm or corporation in respect of the Debtor Collateral and shall not be liable or responsible for any loss, cost or damage whatsoever which may arise in respect of any such failure including, without limitation, resulting from the negligence of the Lender or any of its officers, servants, agents, solicitors, attorneys, Receivers or otherwise unless arising from gross negligence or wilful misconduct. Neither the Lender nor its officers, servants, agents, or Receivers shall be liable by reason of any entry into possession of the Debtor Collateral or any part thereof, to account as a mortgagee in possession, for anything except actual receipts, for any loss on realization, for any act or omission for which a mortgagee in possession might be liable, for any negligence in the carrying on or occupation of the business or undertaking of the Debtors or for any loss, cost, damage or expense whatsoever which may arise in respect of any such actions, omissions or negligence unless arising from gross negligence or wilful misconduct.

8.14 Extensions of Time

The Lender may grant renewals, extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, perfect or fail to perfect any securities, release any part of the Debtor Collateral to third parties and otherwise deal or fail to deal with the Debtors, subsidiaries of the Debtors, guarantors, sureties and others and with the Debtor Collateral and other securities as the Lender may see fit, all without prejudice to the liability of the Debtors to the Lender or the rights and powers under this Agreement.

8.15 Rights in Addition

The rights and powers conferred by this Article 8 are in supplement of and in addition to and not in substitution for any other rights or powers the Lender may have from time to time under this Agreement or under Applicable Law. The Lender may proceed by way of any action, suit, remedy or other proceeding at law or in equity and no such remedy for the enforcement of the rights of the Lender shall be exclusive of or dependent on any other such remedy. Any one or more of such remedies may from time to time be exercised separately or in combination.

ARTICLE 9 - PERFECTION AND PRIORITY

9.1 Financing Statements, Etc.

The Debtors hereby authorize the Lender to file at any time and from time to time any financing statements describing the Debtor Collateral, and the Debtors shall execute and deliver to the Lender, and the Debtors hereby authorize the Lender to file (with or without the Debtors' signature), at any time and from time to time, all amendments to financing statements, continuation financing statements, termination statements, security agreements relating to the Intellectual Property Collateral, assignments, fixture filings, affidavits, reports, notices and all other documents and instruments, in form satisfactory to the Lender, as the Lender may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the Lender's security interest and Lien in the Debtor Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, the Debtors ratify and authorize the filing by the Lender of any financing statements filed prior to the date hereof and waive any requirement to receive a copy of any such verification statement.

9.2 Bailees

Any Person (other than the Lender) at any time and from time to time holding all or any portion of the Debtor Collateral on behalf of the Lender shall be deemed to, and shall, hold the Debtor Collateral as the Lender of, and as pledge holder for, the Lender. At any time and from time to time the Lender may give notice to any such Person holding all or any portion of the Debtor Collateral that such Person is holding the Debtor Collateral as the Lender and bailee of, and as pledge holder for, the Lender, and obtain such Person's written acknowledgment thereof. Without limiting the generality of the foregoing, the Debtors will, upon request, join with the Lender in notifying any Person who has possession of any Debtor Collateral of the Lender's security interest and Lien therein and obtaining an acknowledgment from such Person that it is holding the Debtor Collateral for the benefit of the Lender as set out herein.

9.3 Control

The Debtors will cooperate with the Lender in obtaining control (as defined in the *Securities Transfer Act, 2006* (Ontario)) of any Debtor Collateral consisting of deposit accounts, electronic chattel paper or rights in respect of letters of credit.

ARTICLE 10 - MISCELLANEOUS

10.1 Amendments and Waivers

Except to the extent otherwise provided herein or in any other Credit Document, (a) no amendment to any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the Debtors and the Lender, and (b) no waiver of any provision of this Agreement, or consent to any departure by the Debtors or other party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender. Any such

amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10.2 Notices

All notices required or permitted under this Agreement shall be given to the Debtors in the manner and to the addresses specified in the Loan Agreement.

10.3 Discharge

The security interest granted hereby will be discharged upon, but only upon, (i) full and indefeasible payment and performance of the Secured Obligations and the termination of the Loan Agreement by the Lender in writing, and (ii) the Debtors having no obligations under any Credit Document. Upon discharge of the security interest and at the request and sole expense of the Debtors, the Lender will execute and deliver to the Debtors such releases, discharges, financing statements and other documents or instruments as the Debtors may reasonably require and the Lender will redeliver to the Debtors as practically possible at the Debtors' sole expense, or as the Debtors may otherwise direct the Lender in writing, any Collateral in its possession.

10.4 No Waiver; Cumulative Remedies

No failure on the part of the Lender to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Lender.

10.5 Binding Effect

This Agreement shall be binding upon the Debtors and any successors and assigns, including any successor by reason of amalgamation, and inure to the benefit of and be enforceable by the Lender and its successors, endorsees, participants, transferees and assigns.

10.6 Assignment

The Debtors may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of the Lender, and any attempted assignment in violation of this provision shall be null and void. The Lender may, without notice to or the further consent of the Debtors, assign this Agreement in whole or in part to any Person acquiring an interest in the Secured Obligations.

10.7 Costs and Expenses

The Debtors agree to pay on demand all reasonable and documented costs and expenses of the Lender, any Receiver, or the agent of the Lender or any Receiver, and reasonable and documented fees and disbursements of counsel in connection with the perfection, enforcement, or preservation of any rights under, this Agreement, Loan Agreement and the other Credit Documents.

10.8 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all Applicable Laws and regulations. If, however, any provision of this

Agreement shall be prohibited by or invalid under any such Applicable Law or regulation, it shall be deemed modified to conform to the minimum requirements of such Applicable Law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement.

10.9 Governing Law

This Agreement is to be exclusively construed in accordance with and governed by the internal laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law rule or principle that would cause the application of the laws of any jurisdiction other than the internal laws of the Province of Ontario and the federal laws of Canada applicable therein to the rights and duties of the Debtors and the Lender.

10.10 Submission to Jurisdiction

The Debtors hereby (a) submit to the non-exclusive jurisdiction of the courts of the Province of Ontario sitting in Toronto for the purpose of any action or proceeding arising out of or relating to this Agreement, the Loan Agreement and the other Credit Documents, (b) agree that all claims in respect of any such action or proceeding may be heard and determined in such courts, (c) irrevocably waive (to the extent permitted by Applicable Law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum and (d) agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by Applicable Law.

10.11 Judgment Currency

If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any Credit Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with practices of the Lender could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Debtors in respect of any such sum due from it to the Lender hereunder or under the other Credit Documents shall, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than that in which such sum is denominated in accordance with the applicable provisions of the Credit Documents or other relevant document (the "**Agreement Currency**"), be discharged only to the extent that on the Business Day following receipt by the Lender of any sum adjudged to be so due in the Judgment Currency, the Lender may, in accordance with normal practices, purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Lender from the Debtors in the Agreement Currency, the Debtors agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Lender against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Lender in such currency, the Lender agrees to return the amount of any excess to the Debtors (or to any other Person who may be entitled thereto under Applicable Law). The agreements in this Section 10.11 shall survive the repayment of all Secured Obligations.

10.12 Entire Agreement

This Agreement and the other Credit Documents constitute the entire agreement of the parties hereto with respect to the matters set forth herein and supersede any prior agreements,

commitments, drafts, communications, discussions and understandings, oral or written, with respect thereto.

10.13 Counterparts

This Agreement may be executed in several counterparts, and delivered by facsimile or other electronic transmission, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Signatures delivered by facsimile (or similar electronic method) shall have the effect of originals.

10.14 Indemnity

The Debtors hereby agree to indemnify and hold harmless the Lender, and its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Lender are a party thereto) imposed on, incurred by or asserted against the Lender, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Debtor Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Lender or the Debtors, and any claim for patent, trade-mark or copyright infringement), except for the gross negligence or wilful misconduct of the Lender.

10.15 Acknowledgement of Receipt

The Debtors acknowledge receipt of a copy of this Agreement.

10.16 Paramountcy

If there is any conflict or inconsistency between this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern and prevail, but only to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to be consistent with, and not add to or detract from, the rights granted to the Lender.

10.17 Language

The parties herein have expressly requested that this Agreement and all related documents be drawn up in English language. À la demande expresse des parties aux présentes, cette convention et tout document y afférent ont été rédigés en langue anglaise.

[Signature page follows]

Docusign Envelope ID: A71914DD-70CD-4078-B7CC-835E84435C8A

IN WITNESS WHEREOF, the Debtors hereto have executed and delivered this Agreement under seal by each duly authorized signing officers with effect as of the date first written above.

GOOD NATURED PRODUCTS INC.

By: Signed by: Paul Antoniadis 787D322A359C4BC...

Name: Paul Antoniadis
Authorized Signing Officer

C/S

GOOD NATURED REAL ESTATE HOLDINGS (ONTARIO) INC.

By: Signed by: Paul Antoniadis 787D322A359C4BC...

Name: Paul Antoniadis
Authorized Signing Officer

C/S

1306187 B.C. LTD.

By: Signed by: Paul Antoniadis 787D322A359C4BC...

Name: Paul Antoniadis
Authorized Signing Officer

C/S

GOOD NATURED PRODUCTS (CAD) INC.

By: Signed by: Paul Antoniadis 787D322A359C4BC...

Name: Paul Antoniadis
Authorized Signing Officer

C/S

GOOD NATURED PRODUCTS PACKAGING CANADA GP INC

By: Signed by: Paul Antoniadis 787D322A359C4BC...

Name: Paul Antoniadis
Authorized Signing Officer

C/S

Docusign Envelope ID: A71914DD-70CD-4078-B7CC-835E84435C8A

GOOD NATURED PRODUCTS PACKAGING BRAMPTON GP INC.

By: Signed by: Paul Antoniadis 787D322A359C4BC...

Name: Paul Antoniadis
Authorized Signing Officer

C/S

GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC.

By: Signed by: Paul Antoniadis 787D322A359C4BC...

Name: Paul Antoniadis
Authorized Signing Officer

C/S

GOOD NATURED PRODUCTS PACKAGING CANADA LP, by its general partner, **GOOD NATURED PRODUCTS PACKAGING CANADA GP INC.**

By: Signed by: Paul Antoniadis 787D322A359C4BC...

Name: Paul Antoniadis
Authorized Signing Officer

C/S

GOOD NATURED PRODUCTS PACKAGING BRAMPTON LP, by its general partner, **GOOD NATURED PRODUCTS PACKAGING BRAMPTON GP INC.**

By: Signed by: Paul Antoniadis 787D322A359C4BC...

Name: Paul Antoniadis
Authorized Signing Officer

C/S

GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP, by its general partner, **GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC.**

By: Signed by: Paul Antoniadis 787D322A359C4BC...

Name: Paul Antoniadis
Authorized Signing Officer

Docusign Envelope ID: A71914DD-70CD-4078-B7CC-835E84435C8A

C/S

Appendix X

ONTARIO PPSA REGISTRATION SUMMARY BY DEBTOR

File currency: July 12, 2026

Debtor	File No.	Registration No.	Secured Party	Collateral Classes Checked	General Collateral Description	Expiry Date
Good Natured Products Industrial Canada GP Inc.	512172693	20241223 1353 1590 2003	The Toronto-Dominion Bank	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029
	512088678	20241219 1538 1590 1475	Royal Bank of Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 19, 2030
	511808229	20241210 0913 1590 9481	Export Development Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 10, 2033
	510888843	20241108 1220 1590 5232	HUK 147 Limited	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	November 8, 2034
	790122528	20230120 1522 1590 7844	Royal Bank of Canada, successor to HSBC Bank Canada	Accounts; Other	With respect to an assignment and postponement agreement given pursuant to a facility letter agreement with HSBC Bank Canada dated September 20, 2022, as amended, supplemented, restated, replaced or otherwise modified.	January 20, 2031
	789561864	20221223 1547 9234 6216	Wells Fargo Capital Finance Corporation Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029
	785240595	20220726 1435 9234 3931	Wells Fargo Capital Finance Corporation Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	July 26, 2029
	779659695	20220113 1934 1531 3437	Royal Bank of Canada, successor to HSBC Bank Canada, Leasing Division	Equipment; Other	One PTI Model G5000 extrusion system, together with all parts, accessories and collateral attached to or forming part thereof, and all proceeds.	January 13, 2029
Good Natured Products Industrial Canada LP	512172693	20241223 1353 1590 2003	The Toronto-Dominion Bank	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029
	512088678	20241219 1538 1590 1475	Royal Bank of Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 19, 2030
	511808229	20241210 0913 1590 9481	Export Development Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 10, 2033
	510888843	20241108 1220 1590 5232	HUK 147 Limited	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	November 8, 2034
	790122528	20230120 1522 1590 7844	Royal Bank of Canada, successor to HSBC Bank Canada	Accounts; Other	With respect to an assignment and postponement agreement given pursuant to a facility letter agreement with HSBC Bank Canada dated September 20, 2022, as amended, supplemented, restated, replaced or otherwise modified.	January 20, 2031
	785240595	20220726 1435 9234 3931	Wells Fargo Capital Finance Corporation Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	July 26, 2029

Debtor	File No.	Registration No.	Secured Party	Collateral Classes Checked	General Collateral Description	Expiry Date
	779659695	20220113 1934 1531 3437	Royal Bank of Canada, successor to HSBC Bank Canada, Leasing Division	Equipment; Other	One PTI Model G5000 extrusion system, together with all parts, accessories and collateral attached to or forming part thereof, and all proceeds.	January 13, 2029
Good Natured Products Packaging Brampton GP Inc.	512088678	20241219 1538 1590 1475	Royal Bank of Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 19, 2030
	511808229	20241210 0913 1590 9481	Export Development Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 10, 2033
	510888843	20241108 1220 1590 5232	HUK 147 Limited	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	November 8, 2034
	502895637	20240222 0918 1590 1674	The Toronto-Dominion Bank	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	February 22, 2030
	790122564	20230120 1523 1590 7845	Royal Bank of Canada, successor to HSBC Bank Canada	Accounts; Other	With respect to an assignment and postponement agreement given pursuant to a facility letter agreement with HSBC Bank Canada dated September 20, 2022, as amended, supplemented, restated, replaced or otherwise modified.	January 20, 2031
	789561909	20221223 1548 9234 6219	Wells Fargo Capital Finance Corporation Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029
	789561873	20221223 1547 9234 6217	Wells Fargo Capital Finance Corporation Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029
Good Natured Products Packaging Brampton LP	512088678	20241219 1538 1590 1475	Royal Bank of Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 19, 2030
	511808229	20241210 0913 1590 9481	Export Development Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil; debtor name appears in the registration as “Good Natured Proudcts Packaging Brampton LP.”	December 10, 2033
	510888843	20241108 1220 1590 5232	HUK 147 Limited	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	November 8, 2034
	502895637	20240222 0918 1590 1674	The Toronto-Dominion Bank	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	February 22, 2030
	790122564	20230120 1523 1590 7845	Royal Bank of Canada, successor to HSBC Bank Canada	Accounts; Other	With respect to an assignment and postponement agreement given pursuant to a facility letter agreement with HSBC Bank Canada dated September 20, 2022, as amended, supplemented, restated, replaced or otherwise modified.	January 20, 2031
	789561909	20221223 1548 9234 6219	Wells Fargo Capital Finance Corporation Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029
Good Natured Products Packaging Canada GP Inc.	512172693	20241223 1353 1590 2003	The Toronto-Dominion Bank	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029

Debtor	File No.	Registration No.	Secured Party	Collateral Classes Checked	General Collateral Description	Expiry Date
	512088678	20241219 1538 1590 1475	Royal Bank of Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 19, 2030
	511808229	20241210 0913 1590 9481	Export Development Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil; debtor name appears in the registration as “Good Natured Proudcts Packaging Canada GP Inc.”	December 10, 2033
	510888843	20241108 1220 1590 5232	HUK 147 Limited	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	November 8, 2034
	790122582	20230120 1525 1590 7846	Royal Bank of Canada, successor to HSBC Bank Canada	Accounts; Other	With respect to an assignment and postponement agreement given pursuant to a facility letter agreement with HSBC Bank Canada dated September 20, 2022, as amended, supplemented, restated, replaced or otherwise modified.	January 20, 2031
	789561891	20221223 1548 9234 6218	Wells Fargo Capital Finance Corporation Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029
	789561855	20221223 1546 9234 6215	Wells Fargo Capital Finance Corporation Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029
Good Natured Products Packaging Canada LP	512172693	20241223 1353 1590 2003	The Toronto-Dominion Bank	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029
	512088678	20241219 1538 1590 1475	Royal Bank of Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 19, 2030
	511808229	20241210 0913 1590 9481	Export Development Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil; debtor name appears in the registration as “Good Natured Proudcts Packaging Canada LP.”	December 10, 2033
	510888843	20241108 1220 1590 5232	HUK 147 Limited	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	November 8, 2034
	790122582	20230120 1525 1590 7846	Royal Bank of Canada, successor to HSBC Bank Canada	Accounts; Other	With respect to an assignment and postponement agreement given pursuant to a facility letter agreement with HSBC Bank Canada dated September 20, 2022, as amended, supplemented, restated, replaced or otherwise modified.	January 20, 2031
	789561891	20221223 1548 9234 6218	Wells Fargo Capital Finance Corporation Canada	Inventory; Equipment; Accounts; Other; Motor Vehicle Included	Nil	December 23, 2029

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED

Court File No. BK-26-03389454-0032

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP, et al.

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding Commenced at
Toronto

MOTION RECORD
VOLUME 2 OF 3

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