Court File No.: CV-18-599726-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

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

APPLICATION RECORD
(Returnable July 3, 2018)

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

ROGER JAIPARGAS – LSO No. 43275C
Tel: 416-367-6266
Email: rjaipargas@blg.com

RACHAEL BELANGER – LSO No. 67674B
Tel: 416-367-6485
Email: rbelanger@blg.com

Lawyers for the Applicant

Index

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I N D E X

Tab 1

Court File No.: CV-18-599726-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

SUPERIOR COURT OF JUSTICE
COUR SUPÉRIEURE DE JUSTICE
JUSTICIA

BANK OF MONTREAL

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NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on Tuesday, July 3, 2018 at 10:00 a.m. or so soon thereafter at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS - EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than two (2) days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: June 14, 2018

Issued by Olivia Rodney
Local Registrar Registrar

Address of court office:
330 University Avenue | 7th Floor
Toronto, ON M5G 1R7

TO: ATTACHED SERVICE LIST

3

Service List

TO:	**BORDEN LADNER GERVAIS LLP** Bay Adelaide Centre, East Tower 22 Adelaide Street West Toronto, ON M5H 4E3 Tel: 416-367-6000 Fax: 416-367-6749 **ROGER JAIPARGAS – LSO No. 43275C** Tel: 416-367-6266 rjaipargas@blg.com **RACHAEL BELANGER – LSO No. 67674B** Tel: 416-367-6485 rbelanger@blg.com **Lawyers for the Applicant**
AND TO:	**ALBERT GELMAN INC.** 100 Simcoe Street | Suite 125 Toronto, ON M5H 3G2 Tel: 416-504-1650 Fax: 416-504-1655 **Joe Albert** jalbert@albertgelman.com **Tom McElroy** tmcelroy@albertgelman.com **Proposed Receiver**
AND TO:	**FRED TAYAR & ASSOCIATES, PROFESSIONAL CORPORATION** 65 Queen St. West | Suite 1200 Toronto, ON M5H 2M5 **Fred Tayar** Tel: 416-363-1800 x200 fred@fredtayar.com **Lawyers for the Proposed Receiver**

AND TO:	**SHAHID MALIK LAW OFFICE** 120 Matheson Blvd East | Suite 102 Mississauga, ON L4Z 1Z1 Tel: 905-501-1030 Fax: 905-501-1191 **Shahid Malik** smaliklaw@gmail.com **Lawyers for 2386174 Ontario Incorporated**
AND TO:	**DAVID W. DOLSON** 701 Evans Avenue | Suite 712 Etobicoke, ON M9C 1a3 Tel: 416-966-9083 Fax: 416-966-9084 dolson.lawyer@gmail.com **Lawyers for Bushra Mirza**
AND TO:	**2380630 ONTARIO INC.** 145 Elgin Mills Road West Richmond Hill, ON L4C 4M1 Attention: Bushra Mirza/Shahid Mahmood
AND TO:	**2386174 ONTARIO INCORPORATED** 145 Elgin Mills Road West Richmond Hill, ON L4C 4M1 Attention: Bushra Mirza
AND TO:	**2568985 ONTARIO INC.** 145 Elgin Mills Road West Richmond Hill, ON L4C 4M1 Attention: Bushra Mirza
AND TO:	**DEPARTMENT OF JUSTICE (CANADA)** Ontario Regional Office The Exchange Tower | Box 36 130 King Street West | Suite 3400 Toronto, ON M5X 1K6 **Diane Winters** Tel: 416-973-3172 diane.winters@justice.gc.ca

AND TO:	**MINISTRY OF FINANCE** Legal Services Branch College Park | 777 Bay Street | 11th Floor Toronto, ON M5G 2C8 **Kevin O'Hara, Counsel** Tel: 416-327-8463 kevin.ohara@ontario.ca

APPLICATION

1. The Applicant, Bank of Montreal ("**BMO**" or the "**Lender**"), makes an application for an Order substantially in the form filed herewith. The Order to be requested on Tuesday, July 3, 2018, the return date of this Application, seeks an Order, *inter alia*:

(a) abridging the time for service of the Notice of Application and the Application Record and dispensing with further service thereof;

(b) appointing Albert Gelman Inc. ("**AGI**") as receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties (the "**Property**") of each of 2380630 Ontario Inc. ("**630**") and 2386174 Ontario Incorporated (the "**174**", and together with the 630, the "**Debtors**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**");

(c) granting a charge over the Property in favour of the Receiver and the Receiver's counsel to secure their fees and disbursements in respect of these proceedings on the terms as set out in the draft order filed (the "**Receiver's Charge**"); and

(d) such further and other relief as counsel may request and this Honourable Court may permit.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

(a) The Debtors are currently indebted to BMO with respect to certain credit facilities extended by BMO;

(b) The obligations of Debtors to BMO are secured by, among other things, general security agreements;

(c) The Debtors have committed certain events of default;

(d) On December 15, 2017, the Lender issued demands for payment and Notices of Intention to Enforce Security ("**NITES**") to each of the Debtors, and the 10 day notice period under each of the two NITES has now expired;

(e) the Lender seeks to appoint the Receiver to secure the Property and review the alternatives with a view to maximizing value for all stakeholders;

(f) AGI is a licensed insolvency trustee;

(g) AGI can achieve certain time and commercial efficiencies if appointed as Receiver that another firm could not;

(h) the appointment of AGI as receiver is just and convenient in the circumstances;

(i) section 243(1) of the BIA;

(j) section 101 of the CJA;

(k) rules 1.04, 2.03, 3.02, 16 and 38 of the Rules of Civil Procedure, R.R.O. 1990. Reg. 194, as amended; and

(l) such further and other grounds as counsel may advise and this Court may permit.

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

(a) the Affidavit of Athol Hall sworn June 13, 2018 and the exhibits referred to therein; and

(b) such further and documentary evidence as counsel may advise and this Court may permit.

June 14, 2018

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3
Tel: 416-367-6000
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Tel: 416-367-6485
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Lawyers for the Applicant

CV-18-599726-00CL

Court File No.:

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BANK OF MONTREAL - and - **2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED**

Applicant **Respondents**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

NOTICE OF APPLICATION

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

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Tel: 416-367-6266
rjaipargas@blg.com

RACHAEL BELANGER – LSO No. 67674B
Tel: 416-367-6485
rbelanger@blg.com

Lawyers for the Applicant

TOR01: 7445944: v1

Tab 2

Court File No.: CV-18-599726-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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AFFIDAVIT OF ATHOL HALL
(Sworn June 13, 2018)

I, **ATHOL HALL**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY as follows:**

1. I am an Account Manager in the Special Accounts Management Unit ("**SAMU**") of the applicant, Bank of Montreal (the "**Bank**" or "**BMO**") and as such have knowledge of the matters hereinafter deposed to, or where I do not possess such personal knowledge, I have stated the source of my information and in all such cases do verily believe it to be true.

2. This affidavit is sworn in support of an application by BMO to appoint Albert Gelman Inc. ("**AGI**") as receiver (in such capacity, the "**Receiver**"), without security, over the assets, properties and undertaking (the "**Property**") of 2380630 Ontario Inc. and 2386174 Ontario Incorporated pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and section 101 of the *Courts of Justice Act* (Ontario) (the "**Application**").

A. BACKGROUND ON 2380630 ONTARIO INC. AND 2386174 ONTARIO INCORPORATED

3. 2380630 Ontario Inc. ("**OpCo**") is incorporated pursuant to the laws of the Province of Ontario. OpCo operated an Esso branded gas station (the "**OpCo Business**") located at the property municipally known as 2093 Buckhorn Road, Selwyn, Ontario (the "**Buckhorn Property**").

4. The registered and head office for OpCo is located at the Buckhorn Property. Attached hereto and marked as Exhibit "**A**" is a copy of the Corporation Profile Report for OpCo obtained from the Ontario Ministry of Government Services on June 4, 2018.

5. 2386174 Ontario Incorporated ("**PropertyCo**") is incorporated pursuant to the laws of the Province of Ontario. PropertyCo is the registered owner of the Buckhorn Property.

6. The registered and head office for PropertyCo is located at the Buckhorn Property. Attached hereto and marked as Exhibit "**B**" is a copy of the Corporation Profile Report for PropertyCo obtained from the Ontario Ministry of Government Services on June 4, 2018. OpCo and PropertyCo shall hereinafter be referred to as the "**Companies**".

7. The OpCo Business is conducted from the Buckhorn Property.

8. All references herein to amounts shall be in Canadian currency, unless otherwise stated.

B. LOAN AND SECURITY DOCUMENTS

9. BMO is the principal lender to the Companies and holds security upon all of their respective Property as security for those obligations.

10. OpCo is indebted to the Bank pursuant to a commitment letter dated November 18, 2013 (the "**OpCo Commitment Letter**") and an operating loan agreement with availment in Canadian dollars dated December 10, 2013 (the "**OpCo Original Loan Agreement**"), as amended by an amendment dated November 19, 2015 (the "**OpCo Amendment**" and collectively with the OpCo Commitment Letter and the OpCo Original Loan Agreement, the "**OpCo Loan Agreement**"). Attached hereto and marked as Exhibits "**C**", "**D**" and "**E**", respectively, are

copies of the OpCo Commitment Letter, the OpCo Original Loan Agreement and the OpCo Amendment.

11. Pursuant to the OpCo Loan Agreement, BMO granted the following credit facilities to OpCo (collectively, the "**OpCo Credit Facilities**"):

(a) Operating facility in the amount of $50,000.

12. The OpCo Loan Agreement provides that, notwithstanding compliance with the covenants and all other terms and conditions of the OpCo Loan Agreement, the OpCo Credit Facilities are repayable on demand. Accordingly, BMO is entitled to demand immediate payment in full of any amounts outstanding, together with outstanding accrued interest and any and all other indebtedness, under or with respect to the credit facilities extended by BMO to OpCo.

13. PropertyCo is indebted to BMO pursuant to a commitment letter dated November 18, 2013 (the "**PropertyCo Commitment Letter**") and a fixed rate term loan agreement dated December 12, 2013 (the "**PropertyCo Original Loan Agreement**", and together with the PropertyCo Commitment Letter, the "**PropertyCo Loan Agreement**"). Attached hereto and marked at Exhibits "**F**" and "**G**", respectively, are copies of the PropertyCo Commitment Letter and the PropertyCo Original Loan Agreement.

14. Pursuant to the PropertyCo Loan Agreement, BMO granted the following credit facility to PropertyCo:

(a) Non-revolving term facility in the amount of $829,000.

15. An Event of Default (as defined in the PropertyCo Loan Agreement) occurs when, among other things, PropertyCo fails to make a payment when due.

16. The PropertyCo Loan Agreement provides that following an Event of Default, BMO is entitled to demand immediate payment in full of any amounts outstanding, together with outstanding accrued interest and any and all other indebtedness under or with respect to the credit facilities extended by BMO to PropertyCo.

17. As security for the OpCo obligations to BMO, BMO obtained the following:

(a) Security Agreement dated December 6, 2013, charging all of OpCo's assets, property and undertakings, which is attached hereto and marked as Exhibit "**H**";

(b) Pledge of Instrument and Assignment of Proceeds dated December 6, 2013, pursuant to which OpCo pledged certain guaranteed investment certificates up to the amount of $35,000 in favour of BMO, which is attached hereto as Exhibit "**I**";

(c) Guarantee and Postponement of Claim dated December 6, 2013 in the amount of $70,000 from PropertyCo in respect of the obligations of OpCo to BMO (the "**PropertyCo 2013 Guarantee**"), which is attached hereto and marked as Exhibit "**J**";

(d) Guarantee and Postponement of Claim dated August 21, 2015 in the amount of $85,000 from PropertyCo in respect of the obligations of OpCo to BMO (the "**PropertyCo 2015 Guarantee**", and together with the PropertyCo 2013 Guarantee, the "**PropertyCo Guarantees**"), which is attached hereto and marked as Exhibit "**K**";

(e) Guarantee and Postponement of Claim dated December 6, 2013 in the amount of $70,000 from Naseem Ahmad ("**N. Ahmad**") and Nazia Ayyaz ("**N. Ayyaz**"), which is attached hereto and marked as Exhibit "**L**";

(f) Guarantee and Postponement of Claim dated December 6, 2013 in the amount of $70,000 from Shahid Mahmood ("**S. Mahmood**") and Bushra Naz ("**B. Naz**"), which is attached hereto and marked as Exhibit "**M**";

(g) Guarantee and Postponement of Claim dated August 21, 2015 in the amount of $85,000 from S. Mahmood, B. Naz, N. Ahmad and N. Ayyaz, which is attached hereto and marked as Exhibit "**N**";

(h) Letter of acknowledgement dated December 6, 2013 from each of the Companies in favour of the BMO acknowledging the Buckhorn Mortgage (as defined below) is being held as security for all advance from BMO to each of the Companies, which is attached as Exhibit "**O**"; and

(i) Assignment, Postponement and Subordination Agreement dated December 6, 2013 from S. Mahmood, N. Ahmad and Muhammad Sadik Qadri, which is attached hereto and marked as Exhibit "**P**".

18. As security for the PropertyCo obligations to BMO, BMO obtained the following:

(a) Security Agreement dated December 6, 2013, charging all of PropertyCo's assets, property and undertakings, which is attached hereto and marked as Exhibit "**Q**";

(b) Pledge of Instrument and Assignment of Proceeds dated December 6, 2013, pursuant to which PropertyCo pledged certain guaranteed investment certificates up to the amount of $40,000 in favour of BMO, which is attached hereto as Exhibit "**R**";

(c) Mortgage dated December 16, 2013 in the amount of $900,000 from PropertyCo, registered on title to the Buckhorn Property, with registration number PE199382 (the "**Buckhorn Mortgage**"), which is attached hereto and marked as Exhibit "**S**";

(d) Assignment of Rents dated December 6, 2013 from PropertyCo, registered on title to the Buckhorn Property, with registration number PE199385, which is attached hereto and marked as Exhibit "**T**";

(e) Assignment of Monies Which May Become Payable Under Fire Insurance Policies dated December 6, 2013, pursuant to which PropertyCo assigned in favour of BMO the rights to certain insurance proceeds, which is attached hereto and marked as Exhibit "**U**";

(f) Guarantee and Postponement of Claim dated December 6, 2013 in the amount of $829,000 from OpCo in respect of the obligations of PropertyCo to BMO (the "**OpCo Guarantee**"), which is attached hereto and marked as Exhibit "**V**";

(g) Guarantee and Postponement of Claim dated December 6, 2013 in the amount of $829,000 from N. Ahmad and N. Ayyaz, which is attached hereto and marked as Exhibit "**W**";

(h) Guarantee and Postponement of Claim dated December 6, 2013 in the amount of $829,000 from S. Mahmood and B. Naz, which is attached hereto and marked as Exhibit "**X**";

(i) Assignment, Postponement and Subordination Agreement dated December 6, 2013 from S. Mahmood, N. Ahmad and Muhammad Sadik Qadri, which is attached hereto and marked as Exhibit "**Y**".

19. BMO registered its security interest in respect of all of the Companies' Property under the Ontario *Personal Property Security Act* (the "**PPSA**"). Attached hereto and marked as Exhibit "**Z**" is a copy of the Enquiry Response Certificate obtained as against OpCo with a file currency of June 3, 2018. Attached hereto and marked as Exhibit "**AA**" is a copy of the Enquiry Response Certificate obtained as against PropertyCo, with a file currency of June 3, 2018.

20. The Mortgage provided by PropertyCo creating a mortgage on the Buckhorn Property was registered on December 16, 2013 in the Peterborough Land Titles Office, in favour of BMO. Attached hereto and marked as Exhibit "**BB**" is a copy a Parcel Register obtained in respect of the Buckhorn Property, which discloses the registration of the mortgage. It has only recently come to the attention of BMO that a second mortgage was registered in the amount of $800,000 on December 5, 2017 against the Buckhorn Property in favour of 2568985 Ontario Inc. Attached hereto and marked as Exhibit "**CC**" is a copy of the Corporation Profile Report for 2568985 Ontario Inc. obtained from the Ontario Ministry of Government Services on June 4, 2018. Bushra Mirza is named as President of 2568985 Ontario Inc.

C. TRANSFER TO SAMU

21. The OpCo and PropertyCo accounts were transferred to SAMU due to the Companies committing certain defaults, as described in the balance of this affidavit.

D. DEFAULT UNDER THE LOAN AGREEMENTS AND DEMAND FOR PAYMENT

22. On or about September 29, 2017, PropertyCo committed an Event of Default (as defined in the PropertyCo Loan Agreement), pursuant to the PropertyCo Loan Agreement, by failing to make payment when due. Although some amounts were received in November and December of

2017, the account remained in default. Accordingly, on December 15, 2017, the Bank issued a demand for payment and a Notice of Intention to Enforce Security ("**NITES**") to PropertyCo in respect of the obligations owing by PropertyCo to the Bank pursuant to the PropertyCo Loan Agreement. Attached hereto and marked as Exhibit "**DD**" is a copy of the demand letter and the NITES that was delivered to PropertyCo.

23. On December 15, 2017, BMO also delivered a demand for payment and NITES to OpCo, in respect of OpCo's Guarantee and related security provided to the Bank, with regard to the obligations of PropertyCo to the Bank. Attached hereto and marked as Exhibit "**EE**" is a copy of the demand letter and the NITES that was delivered to OpCo. Demand for payment was also made by the Bank on December 15, 2017 to each of S. Mahmood, B. Naz, N. Ahmad and N. Ayyaz, on account of their Guarantees of the obligations of PropertyCo to the Bank. Attached hereto and marked as Exhibit "**FF**" are copies of the demands for payment that were delivered to each of S. Mahmood, B. Naz, N. Ahmad and N. Ayyaz.

24. The obligations under the OpCo Loan Agreement are repayable on demand. BMO took the decision to demand payment of the obligations under the OpCo Loan Agreement on account of the fact that PropertyCo was in default under the PropertyCo Loan Agreement and the business is no longer operating. Accordingly, on December 15, 2017, BMO issued a demand for payment and NITES to OpCo. Attached hereto and marked as Exhibit "**GG**" is a copy of the demand letter and the NITES that was delivered to OpCo.

25. On December 15, 2017, BMO also delivered a demand for payment and NITES to PropertyCo, in respect of the PropertyCo Guarantees and related security provided to the Bank, regarding the obligations of OpCo to the Bank. Attached hereto and marked as Exhibit "**HH**" is a copy of the demand letter and the NITES that was delivered to PropertyCo. Demand for payment was also made by the Bank on December 15, 2017 to each of S. Mahmood, B. Naz, N. Ahmad and N. Ayyaz, on account of their Guarantees of the obligations of OpCo to the Bank. Attached hereto and marked as Exhibit "**II**" are copies of the demands for payment that were delivered to S. Mahmood, B. Naz, N. Ahmad and N. Ayyaz.

26. As of June 7, 2018, the Bank is owed approximately $7075.04 by OpCo pursuant to the OpCo Loan Agreement, inclusive of interest to June 7, 2018 which does not include costs and

expenses (the "**OpCo Indebtedness**"). In addition to the OpCo Indebtedness under the OpCo Loan Agreement, OpCo is also indebted to the Bank in an amount of the PropertyCo Indebtedness (as defined below) pursuant to the OpCo Guarantee and related security. Additional interest and costs will continue to accrue from and after June 7, 2018, until all amounts are paid in full.

27. As of June 7, 2018, the Bank is owed approximately $706,011.60 by PropertyCo pursuant to the PropertyCo Loan Agreement, inclusive of interest to June 7, 2018, which does not include costs and expenses (the "**PropertyCo Indebtedness**"). In addition to the PropertyCo Indebtedness under the PropertyCo Loan Agreement, PropertyCo is also indebted to the Bank in an amount of the OpCo Indebtedness pursuant to the PropertyCo Guarantees and related security. Additional interest and costs will continue to accrue from and after June 7, 2018, until all amounts are paid in full.

E. EVENTS SINCE THE DEMANDS FOR PAYMENT WERE ISSUED BY BMO

28. Immediately preceding the issuance of the NITES, I had a discussion with N. Ahmad and S. Mahmood, on or about December 5, 2017. However, since that time I have not had any further contact with anyone from the Companies, who have failed to address BMO's concerns, hence the need for the application to appoint a Receiver.

29. I am advised by Roger Jaipargas, a partner with Borden Ladner Gervais LLP ("**BLG**"), the lawyers for the BMO, that on or about January 12, 2018, he was contacted by Shahid Malik, a lawyer who was purporting to act for PropertyCo. Attached hereto and marked as Exhibit "**JJ**" is a copy of the letter dated January 12, 2018 from Mr. Malik to Mr. Jaipargas.

30. I am further advised by Mr. Jaipargas and do verily believe that while he had a few conversations with Mr. Malik about this matter, Mr. Malik has at no time put forward a proposal to address the indebtedness owing to BMO and Mr. Jaipargas has not heard from Mr. Malik for a number of months.

31. I am advised by Mr. Jaipargas and do verily believe that a number of months ago he was contacted by David W. Dolson, a lawyer who advised that he was acting for Bushra Mirza, who Mr. Dolson advised was the new owner of the Companies. While certain information was

provided to BLG about the purported purchase of the Companies by Ms. Mirza, such information was incomplete. Further, Mr. Dolson failed to put forward a proposal to address the indebtedness owing to BMO. Mr. Jaipargas has not heard anything further from Mr. Dolson for close to two months.

F. REQUEST FOR THE APPOINTMENT OF AGI AS RECEIVER

32. The Companies are in default of their obligations to BMO and are unable to repay the secured indebtedness owing to BMO.

33. Given these circumstances, BMO seeks to appoint AGI as the Receiver, so that the Receiver can take steps to maximize the realizations for the benefit of all stakeholders involved.

34. AGI is a licensed insolvency trustee.

35. In BMO's view, AGI can achieve time and commercial efficiencies as Receiver.

36. BMO has concerns about the non-operational state of the Esso station at the Buckhorn Property and the potential deterioration of the value of the assets connected therewith.

37. The Security Agreements granted by each of OpCo and PropertyCo to the Bank provide BMO with the right to appoint a receiver at Section 10. Further, the provisions of the Mortgage granted by PropertyCo to the Bank, provide BMO with the right to appoint a receiver.

38. If the relief sought is not granted, BMO is of the view that significant value may irrevocably be destroyed, particularly if: (1) the assets located at the Buckhorn Property continue to be non-operational and are not being properly maintained; (2) the assets that are the subject of the Bank's security are sold by OpCo or otherwise removed from the Buckhorn Property, as part of the closure of the OpCo Business, without obtaining adequate value for same or without the Bank being made aware of same; and (3) if the Buckhorn Property's value is eroded, as a result of the non-operation and possible lack of maintenance of the Esso gas station.

39. AGI has consented to act as Receiver. Attached hereto and marked as Exhibit "**KK**" is a copy of the consent of AGI to act as Receiver.

40. This affidavit is sworn in support of an Order for the appointment of AGI as Receiver over the Property of the Companies and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 13th day of June, 2018.	))))	
A Commissioner for taking affidavits Rachael Belanger	)))	ATHOL HALL

Tab A

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

CORPORATION DOCUMENT LIST

Ontario Corporation Number
2380630

Corporation Name
2380630 ONTARIO INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
CIA	CHANGE NOTICE PAF: MIRZA, BUSHRA	1	2017/11/01	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: MIRZA, BUSHRA	1	2017/07/13	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: MIRZA, BUSHRA	1	2017/06/08	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2015 PAF: MAHMOOD, SHAHID	1C	2015/12/26	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: MAHMOOD, SHAHID	1	2014/12/08	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2014 PAF: MAHMOOD, SHAHID	1C	2014/12/06	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: MAHMOOD, SHAHID	1	2013/08/21	(ELECTRONIC FILING)
BCA	ARTICLES OF INCORPORATION	1	2013/07/12	(ELECTRONIC FILING)

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

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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2380630	2380630 ONTARIO INC.	2013/07/12

Jurisdiction

ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

2093 BUCKHORN RD

SELWYN
ONTARIO
CANADA K0L 2H0

Mailing Address

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE
New Amal. Number	**Notice Date**
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	**Continuation Date**
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	**Cancel/Inactive Date**
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	**EP Licence Term.Date**
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2380630	2380630 ONTARIO INC.

Corporate Name History	Effective Date
2380630 ONTARIO INC.	2013/07/12

Current Business Name(s) Exist: YES

Expired Business Name(s) Exist: NO

Administrator: Name (Individual / Corporation)	Address
HAAKEM BAJWA	145 ELGIN MILLS ROAD WEST RICHMOND HILL ONTARIO CANADA L4C 4M1

Date Began	First Director	
2017/05/12	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2380630	2380630 ONTARIO INC.

Administrator:
Name (Individual / Corporation)

SHAHID

MAHMOOD

Address

3053 FINCH AVENUE WEST

Suite # 28
TORONTO
ONTARIO
CANADA M9M 0A6

Date Began	First Director	
2017/05/15	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

BUSHRA

MIRZA

Address

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began	First Director	
2017/04/04	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2380630	2380630 ONTARIO INC.

Administrator:
Name (Individual / Corporation)

BUSHRA

MIRZA

Address

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began	First Director	
2017/04/04	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

Administrator:
Name (Individual / Corporation)

BUSHRA

MIRZA

Address

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began	First Director	
2017/05/12	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	**Corporation Name**
2380630	2380630 ONTARIO INC.

Last Document Recorded

Act/Code	**Description**	**Form**	**Date**
CIA	CHANGE NOTICE	1	2017/11/01 (ELECTRONIC FILING)

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ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

Tab B

THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

CORPORATION DOCUMENT LIST

Ontario Corporation Number
2386174

Corporation Name
2386174 ONTARIO INCORPORATED

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
CIA	CHANGE NOTICE PAF: MIRZA, BUSHRA	1	2017/11/30	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: MIRZA, BUSHRA	1	2017/11/01	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: MIRZA, BUSHRA	1	2017/07/13	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: MIRZA, BUSHRA	1	2017/06/08	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2014 PAF: MAHMOOD, SHAHID	1C	2014/12/27	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: MAHMOOD, SHAHID	1	2014/12/08	(ELECTRONIC FILING)
BCA	ARTICLES OF INCORPORATION	1	2013/08/29	(ELECTRONIC FILING)

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CORPORATION PROFILE REPORT

Ontario Corp Number
2386174

Corporation Name
2386174 ONTARIO INCORPORATED

Incorporation Date
2013/08/29

Jurisdiction
ONTARIO

Corporation Type
ONTARIO BUSINESS CORP.

Corporation Status
ACTIVE

Former Jurisdiction
NOT APPLICABLE

Registered Office Address

2093 BUCKHORN RD

SELWYN
ONTARIO
CANADA K0L 2H0

Mailing Address

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Amalgamated
NOT APPLICABLE

Amalgamation Ind.
NOT APPLICABLE

New Amal. Number
NOT APPLICABLE

Notice Date
NOT APPLICABLE

Letter Date
NOT APPLICABLE

Revival Date
NOT APPLICABLE

Continuation Date
NOT APPLICABLE

Transferred Out Date
NOT APPLICABLE

Cancel/Inactive Date
NOT APPLICABLE

EP Licence Eff.Date
NOT APPLICABLE

EP Licence Term.Date
NOT APPLICABLE

Number of Directors		Date Commenced in Ontario	Date Ceased in Ontario
Minimum	Maximum		
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification
NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2386174	2386174 ONTARIO INCORPORATED

Corporate Name History	Effective Date
2386174 ONTARIO INCORPORATED	2013/08/29

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator:
Name (Individual / Corporation)

BUSHRA

MIRZA

Address

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began	First Director	
2017/04/04	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2386174	2386174 ONTARIO INCORPORATED

Administrator:
Name (Individual / Corporation)

BUSHRA

MIRZA

Address

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began	First Director	
2017/04/04	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

Administrator:
Name (Individual / Corporation)

BUSHRA

MIRZA

Address

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began	First Director	
2017/05/12	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Request ID: 021722367
Transaction ID: 68261472
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/06/04
Time Report Produced: 13:38:31
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2386174	2386174 ONTARIO INCORPORATED

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2017/11/30 (ELECTRONIC FILING)

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Tab C

THIS IS EXHIBIT "C" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

COMMITMENT LETTER

Date: November 18th 2013

2380630 Ontario Inc. (Opco)
11 Marotta Av., Brampton, On, L6X 4W9

ATTN: **MR. SHAHID MAHMOOD AND MR. NASEEM AHMAD**

Dear Sirs:

Bank of Montreal ("**BMO**") is pleased to advise that it has authorized the following credit facilities for your company (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Commitment Letter.

Borrower(s): **2380630 Ontario Inc.** (the "**Borrower**")

Guarantor(s): **Shahid Mahmood & Naseem Ahmad.** (the "**Guarantor**")

Facility Limit: The total approved amount of all facilities shall not exceed $35,000.00 at any time.

Facility #1:

- Loan Amount: $35,000.00
- Type of Loan: Operating Demand Loan.
- Purpose: To assist with the daily operationsof running the Esso Gas Station at, 2093 Buckhorn Road, Smith-Ennismore-Lakefield, Peterborough, Ontario, K0L 1H0.
- Mandatory Repayments: None
- Interest Rate: 5.50%
- Voluntary Prepayments: None
- Availability: On closing November 30th 2013.
- Facility Fee(s): C$ 42.00 per month.

Facility # 2

- Commercial Letter of Credit: In the amount of $35,000.00, in favour of the distributor with standard terms: 12 months issue with auto-renewal. Fee at matrix with 100% cash collateral.

Conditions Precedent BMO will not have any obligation to make any advance of funds to the

to Advances:

Borrower unless and until each of the following conditions has been completed to BMO's satisfaction:

- Signed Commitment Letter (This Document)
- Evidence of corporate (or other) status and authority
- Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
- Completion of all facility documentation and account agreements and authorities, as applicable
- Certificates of independent legal advice, in BMO's required form, in relation to **Bushra Naz and Nazia Ayyaz .**
- Compliance with all representations and warranties contained herein
- Compliance with all covenants (financial and non-financial) contained herein
- No Event of Default (defined herein) shall have occurred and be continuing
- Compliance with all laws (including environmental)
- Payment of all fees and expenses
- Receipt of all necessary material governmental, regulatory and other third party approvals (including environmental approvals and certificates)
- Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
- Nothing shall have occurred since the date of the latest financial statements provided to BMO which would have a material adverse effect upon the business, operations or properties of the Borrower, the rights and remedies of BMO, or the ability of the Borrower to perform its obligations to BMO
- Repayment of all existing indebtedness (excluding permitted indebtedness)
- Satisfactory review of material contracts
- Disclosure of all material contingent obligations
- Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness

- Corporate taxes of the Borrower and personal taxes of the principal shareholders are to be confirmed current and up-to-date.
- Satisfactory evidence that all other taxes payable by the Borrower and Guarantor (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
- All Canadian bank accounts of the Borrower **[and corporate Guarantors]** are to be maintained with BMO

Real Property-specific Conditions

- Form 1086, Environmental Review, Compliance Certificate and Indemnity for Mortgaged Property executed by the Borrower in favour of BMO.
- Certified copy of the executed lease agreement between 2386174 Ontario Ltd. (Holdco) and 2380630 Ontario Inc (Opco) (as tenant) for the premises of the Borrower

Positive Covenants:

- Payment of all indebtedness due in connection with this Commitment Letter or any Facility
- Maintenance of corporate existence and status
- Payment of all taxes (including, without limitation, corporate, GST, HST, sales tax and withholdings)
- Compliance with all laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
- Compliance with all material agreements
- Maintenance of property and assets in good working condition
- Maintenance of insurance satisfactory to BMO
- Use of proceeds to be consistent with the approved purpose
- Notices of default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
- Access by BMO to books and records; BMO to have right to inspect property to which its security applies.

Negative Covenants:

- No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO

- No liens or encumbrances on any assets except with the prior written consent of BMO
- No change of control or ownership of the Borrower or any Guarantor without the prior written consent of BMO
- No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
- No material judgments or material legal action initiated against the Borrower or any Guarantor.
- No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
- No payment of dividends/equity or other distributions without prior written consent of BMO
- No payment of interest or principal on subordinated debt without prior written consent of BMO
- No financial assistance, investments, employee loans or affiliate transactions, except for those held at the date of this Commitment Letter and in amounts approved by BMO, and subject to ongoing compliance with the other covenants contained in this Commitment Letter
- No additional management remuneration/bonuses (on top of its normalized salary), dividends, and/or any employee loans that will cause the Borrower to breach a covenant contained in this Commitment Letter
- No sale and leaseback transactions

Real Property-specific Negative Covenants

- Borrower will not, without BMO's prior written consent, enter into or amend any lease (i) which leases more than **[25%]** of the total leasable area of the Mortgaged Property, or (ii) under which the tenant pays as gross **[monthly]** rent an amount greater than 25% of the total gross **[monthly]** rent derived by the Borrower from the Mortgaged Property
- Borrower will not, without BMO's prior written consent, request or accept any prepayments of rent pursuant to any lease in connection with the Mortgaged Property except for the last month's rent
- Borrower will not charge any rent to any tenant of any part of the Mortgaged Property in excess of the amount of rent then permitted by applicable law

Financial Covenants:

The following financial covenants will be tested on an annual basis based on year-end financial statements of the Borrower:

- A minimum Debt Servicing of 1.25:1 to be maintained and tested globally on financial statements of 2386174 Ontario Inc. and 2380630 Ontario Inc. With funds to be injected, as needed, to ensure that this covenant is met. This covenant is to be signed by both the borrower and the guarantor.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security**") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

For Borrower(s)

- Registered General Security Agreement ("**GSA**")/Moveable Hypothec ("**Hypothec**") providing BMO with a first-ranking , fixed and floating charge over land and all company assets of the borrower except those supplied by suppliers of the Borrower. BMO solicitor prepared/Registered/Opinioned.
- Registered first-ranking pledge of all securities/GICs/other instruments held by the Borrower.
- Assignment, postponement and subordination of shareholder loans with terms acceptable to BMO
- Subordination/Postponement/Priority/Estoppel/Intercreditor Agreements with any other creditors, as required by BMO.
- Opertaing loan agreement. In the amount of $35,000.00
- Application for the standby Letter of Credit.
- Motor fuel supply agreement between Cango or Parkland and 2386174 Ontario Inc./2380630 Ontario Inc. and its guarantors confirming: ESSO trademark with lease term expiring in Feb 2015 to be extended for further 10 years.
- **To be obtained prior to drawdown:**

  i. Signed lease agreement between (Holdco) 2386174 Ontario Inc. and (Opco) 2380630 Ontario Inc. in the amount of $60,000.00 per year.

- Assignment of interest and pledge of proceeds. In the amount of $35,000.00, to secure the commercial letter of credit.

For Guarantor(s)

- Personal guarantees, Joint and Several from each Guarantor, Shahid Mahmood, Bushra naz **and** Naseem Ahmad, Nazia Ayyaz in the amount of $70,000.00
- Cross guarantee in the amount of $70,000.00 signed by:2386174 Ontario Inc.(Holdco) with enabling resolution.
- Letter of acknowledgment form Holco, 2386174 Ontario Inc. That the mortgage charge over the commercial property covers all BMNO advances to Holdco and Opco.
- Assignment, postponement and subordination of shareholder loans with terms acceptable to BMO

For Borrowers and Guarantors

- Satisfactory legal opinions relating to all matters considered relevant by BMO including, without limitation, the due authorization, execution, delivery and enforceability of the loan and Security documentation by and against the Borrower and each Guarantor

For Real Property

- Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Reporting Requirements:

- **[Annual]** Financial Statements on a **[unconsolidated]** basis to be provided within **[120]** days of the end of each **[fiscal year]** showing in reasonable detail compliance with the financial covenants herein. Minimum to be Notice to the Reader for (Holdco) 2386174 Ontario Inc. and (Opco) 2380630 Ontario Inc.
- Letter of undertaking to be signed by: (Opco)2380630 Ontario Inc. (Holdco) 2386174 Ontario and Mr. Shahid Mahmood and Mr. Naseem Ahmad.
- Personal net worth statement of Shahid mahmood and Naseem Ahmad to be provided annually, if requested.
- Confirmation of corporate and personal tax positions within **[120]** days of the end of each fiscal year of **[the Borrower/Guarantor].** If Requested.

- Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

[Real Property-specific Reporting]-2093 Buckhorne Rd., Smith-Ennismore-lakefield, Peterborough.

- Annual confirmation of renewal of Liability, Fire and Environmental Insuarnce, as requested.
- Annual copy of the rent-roll, if requested.
- Annual copy of the monitoring report of ground water in immediate vicinity pump island area.
- Any documentation or confirmation. As considered reasonable, requested by the bank and its solicitor , from time-to-time.

Representations and Warranties:

The Borrower **[and each Guarantor, as applicable,]** makes the following representations and warranties:

- It has the corporate status, power and authority to enter into this Commitment Letter and any agreement executed in connection with a Facility or any Security to which it is a party, and to performs its obligations hereunder and thereunder
- It is in compliance with all applicable laws (including environmental laws) and its existing agreements
- Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Commitment Letter and any agreement executed in connection with a Facility or any Security to which it is a party
- All factual information that has been provided to BMO for purposes of or in connection with this Commitment Letter or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified
- Since **August 1st 2013**, no event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.
- There is no material litigation pending against it or, to its knowledge,

threatened against or affecting it

- It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes
- It has good and marketable title to its properties and assets
- It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations
- It has ownership of and/or sufficient rights in any material intellectual property
- It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business
- It is not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party

Each of the foregoing representations and warranties of the Borrower and each Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Commitment Letter and on the date of any advance under a Facility.

Events of Default:

Each of the following shall constitute an Event of Default in respect of the Facilities and this Commitment Letter:

- Failure to pay any interest, principal, fees or other amounts due in connection with this Commitment Letter or any of the Facilities
- Breach by the Borrower or any Guarantor of any covenant or agreement under or in connection with this Commitment Letter or any of the Facilities
- The occurrence of an event of default under any document executed in connection with a Facility or any of the Security
- Inaccurate or false representations or warranties made by the Borrower or any Guarantor under or in connection with this Commitment Letter

- The Commitment Letter or any document executed in connection therewith or in connection with a Facility or the Security is repudiated by the Borrower or any Guarantor or is no longer in force and effect
- The Borrower or any Guarantor (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation
- A material adverse change occurs in the financial condition, business, property or prospects of the Borrower **[or any Guarantor]**, as determined by BMO
- Change of ownership or control occurs without BMO's prior consent
- A judgment is made against the Borrower **[or any Guarantor]** in excess of $**[100,000.00]** by any court of competent jurisdiction and such judgment is not either (i) actively and diligently appealed and execution thereof stayed, or (ii) paid or otherwise satisfied, in each case within **[30]** days of the rendering of such judgment

The foregoing Events of Default shall not in any way affect the right of BMO to make demand for payment at any time under any Facility that is stated to be a demand facility.

Upon the occurrence of any Event of Default, (i) BMO may accelerate the payment of principal and interest under, and cancel any undrawn portion of, any Facility, (ii) the ability of the Borrower to obtain further advances under any Facility under this Commitment Letter shall immediately terminate, (iii) BMO may, by written notice to the Borrower, declare the advances outstanding under any Facility to be immediately due and payable, and (iv) BMO may review the pricing of any Facility. The rights of BMO on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Commitment Letter or any of the Facilities to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary Facility made available under this Commitment Letter.

General Terms and Conditions

BMO's Legal Counsel:	**To be advised**
Expenses:	All costs and expenses incurred by BMO in establishing, documenting and operating the Facilities (including, but not limited to, legal, appraisal and consulting costs) and in connection with the enforcement of the loan documentation are for the account of the Borrower and the Borrower agrees to pay the same in full whether or not this transaction is completed as contemplated herein.
Increased Costs, Taxes, Risks, etc.	The Borrower will reimburse any costs BMO incurs in performing its obligations under the Facilities resulting from any change in law, including any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of BMO therewith, that has the effect of increasing the cost of funding to BMO or reducing the effective return on its capital. All loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions. Upon the occurrence of any event which is deemed, in BMO's sole discretion, to increase risk to BMO in respect of any Facility, BMO may review the pricing of any Facility.
Holdbacks:	In the event the Borrower fails to satisfy any condition hereunder which is required to be met prior to receiving any advance under a Facility, BMO may, at its option and in its sole discretion, provide such advance to the Borrower subject to a holdback of funds to address such failure.
Indemnification	The Borrower and each Guarantor jointly and severally agree to indemnify BMO from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Commitment Letter, any Facility or the Security other than those arising solely as a result of BMO's gross negligence or wilful misconduct.
Review:	BMO retains the right to review the Facilities at any time and at least annually.

Joint and Several: Where more than one person is liable as Borrower or Guarantor for any obligation under or in connection with this Commitment Letter, then the liability of each such person for such obligation is joint and several with each other such person.

Conflicts: All terms and conditions of BMO's usual and customary security documents and supporting documents shall be deemed to be incorporated in and form part of this commitment. In the event of any conflict or inconsistency between this Commitment Letter and the terms of any security or supporting document given in connection with this Commitment Letter, any Facility or the Security, the terms of this Commitment Letter shall prevail.

Confidentiality: The Borrower and each Guarantor agrees that, without the prior written consent of BMO, it shall not provide this Commitment Letter to, nor discuss the terms and structure of this offering with, any party other than its employees, lawyers and financial advisors (but not commercial lenders). The Borrower and each Guarantor consents to the release of information provided to BMO in connection with this Commitment Letter and the Facilities to BMO Financial Group business groups, affiliates and subsidiaries for the purpose of assisting BMO in supporting the Borrower with its strategic plans.

Assignment: This Commitment Letter shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. The Borrower shall not assign any of its rights or obligations hereunder without the prior written consent of BMO. BMO may assign all or part of its rights or obligations under this Commitment Letter or in respect of any Facility or any Security to any person.

Governing Law: Province of **[Ontario]** and the federal laws of Canada applicable therein.

Entire Agreement: This Commitment Letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of the facilities contained in this Commitment Letter. This Commitment Letter does not, however, serve to operate as a novation. To the extent necessary, BMO reserves all of its rights in respect of any security that has previously been granted to secure the obligations with respect to the Facilities.

Definitions: The attached Schedule A – Definitions forms part of this Commitment Letter.

SCHEDULE A

DEFINITIONS

Capitalization:	Senior Funded Debt plus shareholder's equity.
Current Ratio:	Current assets (excluding future income tax, amounts due from shareholders/directors/officers/connected or related companies and intangibles, all as determined by BMO) divided by current liabilities
Debt:	Debt excludes Deferred Taxes and Subrogated Advances.
Debt Service Coverage Ratio:	For any fiscal year of the Borrower means the ratio of the Net Operating Income (as calculated by BMO) for such fiscal year to the amount (as calculated by BMO) of all monthly installments of principal and interest payable by the Borrower in respect of the Loan during such fiscal year
EBITDA:	Earnings (as defined in the Borrower's financial statements prepared in accordance with GAAP) before interest expense, income taxes, depreciation amortization and extraordinary/unusual non-recurring items (such latter items to be agreed upon by BMO for the respective period).
Excess Annual Cash Flow:	EBITDA less interest paid, unfunded capital expenditure, scheduled principal payments paid, and cash taxes.
Fixed Charge Coverage Ratio:	The ratio of (a) EBITDA – cash taxes – unfunded capital expenditures – cash distributions to shareholders, divided by (b) debt service (defined as interest paid and principal payments on total debt over the last 12 month period).
Generally Accepted Accounting Principles (GAAP):	Except as otherwise expressly provided herein, all terms of accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time. All calculations of the components of financial information for the purposes of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as at the date of the Commitment Letter and used in preparation of the consolidated financial statements of the Borrower [and Guarantor(s)]. Upon adoption by the Borrower [and Guarantor(s)] of International Financial Reporting Standards (IFRS), or in event of a change in GAAP, the Borrower and [and Guarantor(s)] BMO shall negotiate in good faith to revise (if appropriate) such ratios and covenants to give effect to the intention of the parties under this Commitment Letter, and any new ratio or covenant shall be subject to the approval of BMO. In the event that such a negotiation is unsuccessful, all calculations thereafter made for the

purpose of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as at the date of the Commitment Letter.

Net Operating Income: For any fiscal year of the Borrower means the gross annual revenue actually received by the Borrower during such fiscal year from tenants pursuant to Leases, less the Borrower's operating expenses and management fees actually paid, and structural reserves, market vacancy allowance and bad debt allowance taken or allowed for, in each case related to the Mortgaged Land during such fiscal year, each in an amount satisfactory to BMO based on reasonable industry standards but with no deduction for depreciation, amortization or interest expense.

Senior Funded Debt: Senior indebtedness for borrowed money, inclusive of all financial contingent obligations (such as financial guarantees, capitalized interest, or obligations pursuant to capital leases) plus the negative hedging agreement risk of all outstanding hedging agreements.

Tangible Net Worth: The book value of the shareholder's equity in the corporation plus loans made by the shareholders to the corporation that are postponed and subordinated in favour of BMO, less any goodwill, amounts due from officers and non-arm's-length entities, long term investments, leasehold improvements, future income tax, patents, or other such assets as are properly classified as "intangible", all as determined by BMO.

Total Funded Debt: Senior Funded Debt plus subordinated debt, vendor take-backs, and preferred shares if not pledged to BMO.

Working Capital Ratio The ratio of current assets to current liabilities calculated in accordance with GAAP.

Language: It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

In accepting this commitment you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Commitment Letter to BMO no later than **[3:00]** p.m. (**[Eastern Standard]** time) on **[November 30th 2013]**. If your acceptance of this Commitment Letter is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,

BANK OF MONTREAL

By: ______________________ 18/11/2013

Name: Ziad Rashdi

Title: Commercial Accounts manager

Accepted and agreed to this **18th** day of **November, 2013.**

2380630 Ontario Inc. [BORROWER].

By: ______________________ 18/11/13
Name: Shahid Mahmood
Title: Director

By: ______________________ 18/11/13
Name: Naseem Ahmad
Title: Director

[GUARANTOR]

By: ______________________ 18/11/13
Name: Shahid Mahmood
Title: Director

By: ______________________ 18/11/13
Name: Naseem Ahmad
Title: Director

Tab D

THIS IS EXHIBIT "D" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

BMO Financial Group

Operating Loan Agreement with Availment in Canadian Dollars

To: Bank of Montreal

Date: Dec 10th 2013

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. DEFINED TERMS

In this Agreement:

1.01 "Account" shall mean the Canadian Dollar Account No. 3858-1041-778 at the Bank.

1.02 "Facility Fee" shall mean a fixed monthly fee of $ 35.00.

1.03 "Loan" shall mean the credit facility (if any) provided pursuant to this Agreement and the amount of the Loan shall mean at any time the aggregate of all amounts debited to the Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) less the aggregate of all amounts credited to the Account for which the Bank has given value.

1.04 "Loan Limit" shall mean Thirty-Five Thousand Dollars ($ 35,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

1.05 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus Two per cent (2.00%) per annum.

1.06 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is Three per cent (3.00 %) per annum.

1.07 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is Twenty One per cent (21.00%) per annum.

2. ACCOUNT

2.01 Cheques drawn and debits of other kinds made on the Account (including, without limitation, transfers and withdrawals) shall be drawn in Canadian dollars.

2.02 The undersigned shall not at any time permit the Loan to exceed the Loan Limit and shall use the Account for business purposes only.

2.03 The Bank is authorized to debit the Account for all fees and interest required hereunder and for all costs, charges and expenses referred to in paragraph 6.01 and in any other agreement(s) the undersigned has entered into with the Bank.

3. FEES AND INTEREST

3.01 The undersigned shall pay the Facility Fee to the Bank, on the last day of each month in addition to all other fees applicable to the Account. Notwithstanding paragraph 1.02, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and for other standard reporting services provided by the Bank in connection with the Account.

3.02 The undersigned shall, both before and after demand or judgment, pay interest at the Loan Rate on the daily closing balance of the Loan up to the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.

3.03 The undersigned shall, both before and after demand or judgment, pay interest at the Overdraft Rate on the amount of any daily closing balance of the Loan in excess of the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.

3.04 Nothing herein shall oblige the Bank to permit the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or $100, whichever is greater, and a $5 overdraft handling charge per item that creates or increases the excess.

4. DEMAND AND TERMINATION

4.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan provided hereunder and demand payment of the Loan by notice as herein provided.

4.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM THE ACCOUNT UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

5. DOCUMENTATION

5.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:

(a) any security required by the Bank; and

(b) all other documents and information required by the Bank.

5.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

6. COSTS

6.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

7. NOTICES

7.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any.

7.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

8. AMENDED AND RESTATED AGREEMENT

☒ ~~8.01 This Agreement hereby amends and restates the~~ ~~(Insert name of agreement)~~

~~Agreement dated the ______ day of ________, ______, as heretofore amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.~~

☒ ~~8.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations, indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing Agreement shall be governed by the terms hereof.~~

☒ ~~8.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth herein.~~

☒ ~~8.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement as amended and restated by this Agreement.~~

☒ ~~8.05 This Article 8 is made under express reserve of all the terms and conditions of this Agreement and the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall continue to be secured by the Security Documents. All of the provisions of this Article 8 are without novation.~~

9. GENERAL

9.01 The provisions of the Addendum, if any, shall be incorporated into this Agreement and form part hereof.

9.02 The Bank's statements of the Account at any time shall constitute prima facie evidence of the Loan.

9.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to the Bank dies.

9.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.

9.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.

9.06 Subject to Article 8 above (if applicable) this Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.

9.07 The undersigned agrees that the balance shown in any statement of the Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Loan as at the date of the statement.

9.08 All payments relating to the Loan made by the undersigned pursuant to this Agreement shall be paid in Canadian dollars.

Any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars so payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.

9.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.

9.10 Time shall be of the essence of this Agreement.

9.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.

9.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

By executing this Agreement below the undersigned hereby agrees to the foregoing terms and conditions.

DATED as of the date set forth above.

2380630 Ontario Inc.

By: ______________________
Name: SHAHID MAHMOOD
Title: PRESIDENT

® Registered trade-marks of Bank of Montreal

ADDENDUM TO
OPERATING LOAN AGREEMENT

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to: N/A

Tab E

THIS IS EXHIBIT "E" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

BMO Bank of Montreal

Amendment Agreement

To: Bank of Montreal

District GTDW		Amendment No.
Branch of Account 6605 Hurontario Street Mississauga,ON L5T 0A4	Account No. 3858-1041-778	Date NOV 18/2015

WHEREAS the undersigned has entered into a Operating Loan Agreement dated the 10th day of December, 2013
(Insert actual name of the Agreement to be amended)
as amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) 1.04 & 1.05 of the Existing Agreement is/are amended to read as follows:

   "Loan Limit" shall mean Fifty Thousand Dollars ($50,000) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

   "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus Two and One Half per cent (2.500%) per annum

2. The Addendum to the Agreement is amended to read as follows:

   N/A

3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.

4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.

5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the

BMO Bank of Montreal

Amendment Agreement

7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

If signed by corporation or other entity (e.g. partnership):

2380630 Ontario Inc
(Name of Entity)

By: ______________________
Name: Shahid Mahmood
Title: ______________________

By: ______________________
Name: Naseem Ahmad
Title: ______________________

By: ______________________
Name: Anil Sharma
Title: ______________________

If signed by natural person (e.g. sole proprietor):

______________________ Witness: ______________________
Name: ______________________ Name: ______________________

______________________ Witness: ______________________
Name: ______________________ Name: ______________________

______________________ Witness: ______________________
Name: ______________________ Name: ______________________

Tab F

THIS IS EXHIBIT "F" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

COMMITMENT LETTER

Date: November 18th 2013

2386174 Ontario Inc. (Holdco)
11 Marotta Av., Brampton, On, L6X 4W9

ATTN: **MR. SHAHID MAHMOOD AND MR. NASEEM AHMAD**

Dear Sirs:

Bank of Montreal ("**BMO**") is pleased to advise that it has authorized the following credit facilities for your company (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Commitment Letter.

Borrower(s): **2386174 Ontario Inc.** (the "**Borrower**")

Guarantor(s): **Shahid Mahmood & Naseem Ahmad.** (the "**Guarantor**")

Facility Limit: The total approved amount of all facilities shall not exceed $829,000.00 at any time.

Facility #1:

- Loan Amount: $829,000.00 i.e. 65% LTV of the lower of Purchase or Appraised Value.
- Type of Loan: Fixed Rate Term Loan.
- Purpose: To finance purchase of Commercial Property at, 2093 Buckhorn Road, Smith-Ennismore-Lakefield, Peterborough, Ontario, K0L 1H0.
- Mandatory Repayments: $6,725.33
- Interest Rate: 5.39%
- Voluntary Prepayments: None
- Term: 5 years
- Amortization: 15 years
- Availability: On closing November 30th 2013.
- Facility Fee(s): None
- Loan application fee = $4000.00 (Paid)

Conditions Precedent to Advances: BMO will not have any obligation to make any advance of funds to the Borrower unless and until each of the following conditions has been completed to BMO's satisfaction:

- Signed Commitment Letter (This document)
- Evidence of corporate (or other) status and authority
- Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
- Completion of all facility documentation and account agreements and authorities, as applicable
- Certificates of independent legal advice, in BMO's required form, in relation to **Bushra Naz and Nazia Ayyaz.**
- Compliance with all representations and warranties contained herein
- Compliance with all covenants (financial and non-financial) contained herein
- No Event of Default (defined herein) shall have occurred and be continuing
- Compliance with all laws (including environmental)
- Payment of all fees and expenses
- Receipt of all necessary material governmental, regulatory and other third party approvals (including environmental approvals and certificates)
- Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
- Nothing shall have occurred since the date of the latest financial statements provided to BMO which would have a material adverse effect upon the business, operations or properties of the Borrower, the rights and remedies of BMO, or the ability of the Borrower to perform its obligations to BMO
- Repayment of all existing indebtedness (excluding permitted indebtedness)
- Satisfactory review of material contracts
- Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. **The policy is to contain the Standard Mortgage Clause.**

- Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower or a Guarantor and compliance with any changes required to satisfy BMO's insurance requirements
- Disclosure of all material contingent obligations
- Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
- Corporate taxes of the Borrower and personal taxes of the principal shareholders are to be confirmed current and up-to-date
- Satisfactory evidence that all other taxes payable by the Borrower and Guarantor (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
- All Canadian bank accounts of the Borrower and corporate Guarantors are to be maintained with BMO
- Satisfactory evidence that sufficient disability, professional liability and business interruption insurance is in place

Real Property-specific Conditions

- Form 1086, Environmental Review, Compliance Certificate and Indemnity for Mortgaged Property executed by the Borrower in favour of BMO
- Rent Roll certified by an officer of the Borrower for Mortgaged Property
- Certified copies of all signed leases (including all amendments) with all current tenants of all or part of Mortgaged Property
- Certified copy of the executed lease agreement between the landlord and Borrower (as tenant) for the premises of the Borrower
- Satisfactory evidence of compliance with all applicable building and zoning by-laws and building codes with regard to the use, occupancy and construction of Mortgaged Property
- Municipal tax certificate confirming all property taxes have been paid to date on Mortgaged Property
- Delivery of an **[up-to-date][existing]** survey of Mortgaged Property **[and all buildings located on the** Mortgaged Property**]** prepared by a surveyor licensed in the jurisdiction in which the property is located, which:
    - bears the name, address and signature of the surveyor, his official seal and licence number (if any, or both), the date of a survey, and

- includes a Surveyor's Certificate in the form and content required by the jurisdiction(s) in which the property is located

OR

- Title insurance in lieu of a survey

- Certified copy of an insurance policy evidencing coverage of all buildings located on Mortgaged Property with an insurer and in amounts satisfactory to BMO (including but not limited to fire insurance, liability insurance, boiler and machinery insurance and income abatement insurance in an amount of at least one year's annual gross rents) and in the case of property insurance, showing BMO as first loss payee and first mortgagee and containing a standard mortgage clause

Positive Covenants:

- Payment of all indebtedness due in connection with this Commitment Letter or any Facility
- Maintenance of corporate existence and status
- Payment of all taxes (including, without limitation, corporate, GST, HST, sales tax and withholdings)
- Compliance with all laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
- Compliance with all material agreements
- Maintenance of property and assets in good working condition
- Maintenance of insurance satisfactory to BMO
- Use of proceeds to be consistent with the approved purpose
- Notices of default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
- Access by BMO to books and records; BMO to have right to inspect property to which its security applies.

Negative Covenants:

- No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
- No liens or encumbrances on any assets except with the prior written consent of BMO
- No change of control or ownership of the Borrower or any Guarantor without the prior written consent of BMO

- No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
- No material judgments or material legal action initiated against the Borrower or any Guarantor.
- No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
- No payment of dividends/equity or other distributions without prior written consent of BMO
- No payment of interest or principal on subordinated debt without prior written consent of BMO.
- No financial assistance, investments, employee loans or affiliate transactions, except for those held at the date of this Commitment Letter and in amounts approved by BMO, and subject to ongoing compliance with the other covenants contained in this Commitment Letter
- No additional management remuneration/bonuses (on top of its normalized salary), dividends, and/or any employee loans that will cause the Borrower to breach a covenant contained in this Commitment Letter
- Letter of undertaking signed by the borrower and guarantors not to change ownership or further encumber (Mortgage) 2093 Buckhorn Rd., Smith-Ennismore-lakefield, Peterborough.
- No sale and leaseback transactions

Real Property-specific Negative Covenants

- Borrower will not, without BMO's prior written consent, enter into or amend any lease (i) which leases more than **[25%]** of the total leasable area of the Mortgaged Property, or (ii) under which the tenant pays as gross monthly rent an amount greater than 25% of the total gross monthly rent derived by the Borrower from the Mortgaged Property.
- Borrower will not, without BMO's prior written consent, request or accept any prepayments of rent pursuant to any lease in connection with the Mortgaged Property except for the last month's rent
- Borrower will not charge any rent to any tenant of any part of the Mortgaged Property in excess of the amount of rent then permitted by applicable law

Financial Covenants:

The following financial covenants will be tested on an **annual** basis based on **year-end** financial statements of the Borrower:

- A minimum Debt Servicing of 1.25:1 to be maintained and tested globally on financial statements of 2386174 Ontario Inc. and 2380630 Ontario Inc. With funds to be injected, as needed, to ensure that this covenant is met. This covenant is to be signed by both the borrower and the guarantor.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the **"Security"**) shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

For Borrower(s)

- Registered General Security Agreement ("**GSA**")/Moveable Hypothec ("**Hypothec**") providing BMO with a first-ranking security interest over all present and after-acquired personal property **[and a floating charge on land]** of the Borrower. BMO solicitor prepared/Registered/Opinioned.
- Registered first-ranking pledge of all securities/GICs/other instruments held by the Borrower.
- Assignment, postponement and subordination of shareholder loans with terms acceptable to BMO
- Subordination/Postponement/Priority/Estoppel/Intercreditor Agreements with any other creditors, as required by BMO
- Assignment of **Fire** insurance on 2093 Buckhorne Rd., Lakefield, On, K0L2H0, with BMO to be named as loss payee. A certified copy of the policy is to be provided. **[Standard mortgage clause to be contained in the policy.]**
- Assignment of **Liability Insurance**, showing BMO as 1st Loss Payee and to be satisfactory to the bank and its solicitor. $2,000,000.00 per occurrence.
- Assignment of key man insurance on the life of Mr. Shahid Mahmood and Mr. Naseem Ahmad on best effort basis.
- "If FRTL Option is taken". Fixed rate term loan agreement. 5 years (60 months) term 15 year (180 months) amortization @ 5.39%.
- "If DLNR Option taken". Demand loan non-revolving agreement. 15 years (180 months) amortization @ Prime + 1.75%. The current prime rate is

at 3%.

- TSSA certified fuel tanks. Confirming that fuel tanks presently installed are TSSA compliant.
- Motor fuel supply agreement between Cango or Parkland and 2386174 Ontario Inc. and its guarantors confirming: ESSO trademark with lease term expiring in Feb 2015 to be extended for further 10 years.
- **To be obtained prior to drawdown:**
  - i. Franchise agreement between Countrystyle and 2386174 Ontario Inc. or 2380630 Ontario Inc. and its guarantors.
  - ii. Signed commercial lease agreement between the borrower, 2386174 Ontario Inc. (Holdco) and the tenants of the auto garage for $42,000.00 per yr.
  - iii. Signed lease agreement between the borrower, 2386174 Ontario Inc. (Holdco) and the existing tenant for $14,400.00 per yr.
  - iv. Signed lease agreement between (Holdco) 2386174 Ontario Inc. and (Opco) 2380630 Ontario Inc. in the amount of $60,000.00 per year.
- Assignment of interest and pledge of proceeds. In the amount of $40,000.00, to cover 6 months of SONO payment. To remain on hold for minimum of 1 year and subject to review by the bank prior to release of funds. At first annual review to determine if funds on hold are required for another year.

For Guarantor(s)

- Personal guarantees, Joint and Several from each Guarantor, Shahid Mahmood, Bushra Naz **and** Naseem Ahmad, Nazia Ayyaz in the amount of $829,000.00
- Cross guarantee in the amount of $829,000.00 signed by: 2380630 Ontario Inc. (Opco) with enabling resolution.
- Registered General Security Agreement ("**GSA**")/Moveable Hypothec ("**Hypothec**") providing BMO with a first-ranking security interest over all present and after-acquired personal property **[and a floating charge on land]** of the Guarantor
- Assignment, postponement and subordination of shareholder loans with terms acceptable to BMO

For Borrowers and Guarantors

- Satisfactory legal opinions relating to all matters considered relevant by BMO including, without limitation, the due authorization, execution, delivery and enforceability of the loan and Security documentation by and against the Borrower and each Guarantor

For Real Property

- Registered first-ranking **All Indebtedness Mortgage** in the amount of **$900,000.00** registered over Mortgaged Property at 2093 Buckhorne Rd., Lakefield, On. with appropriate enabling resolutions and documentation
- Registered General Assignment of leases, rent, income and profits arising from or in connection with Mortgaged Property. BMO solicitor to confirm good and valid 1st charge.
- Assignment of insurance proceeds for Mortgaged Property. A certified copy of the policy is to be provided
- If required by BMO, title insurance from a bank approved insurer in respect of Mortgaged Property naming BMO as beneficiary
- **Solicitor Letter of Opinion:** To confirm that the:

1-Borrower has good and marketable title.

2- BMO has valid 1st and only enforceable charge in the amount of $900,000.

3-Title Insurance permitted form bank approved insurer.

Lawyer opinion required on other matter:

1- Confirm zoning allows for gas station.

2- Taxes confirmed paid up to date.

3- Confirmation of fire insurance.

4- Property is in compliance with all municipal bylaws and fire code regulations.

5- Property is legal and conforming.

Solicitor disbursement control:

Funds to be advanced to the solicitor In Trust to conclude the purchase of the property/business via bulk sales act.

- Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Reporting Requirements:

- Annual Financial Statements on an unconsolidated basis to be provided within **[120]** days of the end of each **[fiscal year]** showing in reasonable detail compliance with the financial covenants herein. Minimum to be Notice to the Reader for (Holdco) 2386174 Ontario Inc. and (Opco)

2380630 Ontario Inc.

- Personal net worth statement of Shahid mahmood and Naseem Ahmad to be provided annually, if requested.
- Confirmation of corporate and personal tax positions within **[120]** days of the end of each fiscal year of **[the Borrower/Guarantor]. If Requested.**
- Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Real Property-specific Reporting-2093 Buckhorne Rd., Smith-Ennismore-lakefield, Peterborough.

- Evidence of the Borrower's annual payment of property taxes and insurance relating to Mortgaged Property within **[120]** days of payment
- Rent Rolls certified by an officer of the Borrower for Mortgaged Property to be provided within **[120]** days of the end of each fiscal **[year].**
- Annual confirmation of renewal of Liability, Fire and Environmental Insurance, as requested.
- Annual copy of the rent-roll, if requested.
- Annual copy of the monitoring report of ground water in immediate vicinity pumps island area.
- Any documentation or confirmation. As considered reasonable, requested by the bank and its solicitor, from time-to-time.

Representations and Warranties:

The Borrower **and each Guarantor, as applicable,** makes the following representations and warranties:

- It has the corporate status, power and authority to enter into this Commitment Letter and any agreement executed in connection with a Facility or any Security to which it is a party, and to performs its obligations hereunder and thereunder
- It is in compliance with all applicable laws (including environmental laws) and its existing agreements
- Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Commitment Letter and any agreement executed in connection with a Facility or any Security to which it is a party

- All factual information that has been provided to BMO for purposes of or in connection with this Commitment Letter or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified
- Since August 1st 2013, no event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.
- There is no material litigation pending against it or, to its knowledge, threatened against or affecting it
- It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes
- It has good and marketable title to its properties and assets
- It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations
- It has ownership of and/or sufficient rights in any material intellectual property
- It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business
- It is not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party

Each of the foregoing representations and warranties of the Borrower and each Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Commitment Letter and on the date of any advance under a Facility.

Events of Default: Each of the following shall constitute an Event of Default in respect of the Facilities and this Commitment Letter:

- Failure to pay any interest, principal, fees or other amounts due in connection with this Commitment Letter or any of the Facilities

- Breach by the Borrower or any Guarantor of any covenant or agreement under or in connection with this Commitment Letter or any of the Facilities
- The occurrence of an event of default under any document executed in connection with a Facility or any of the Security
- Inaccurate or false representations or warranties made by the Borrower or any Guarantor under or in connection with this Commitment Letter
- The Commitment Letter or any document executed in connection therewith or in connection with a Facility or the Security is repudiated by the Borrower or any Guarantor or is no longer in force and effect
- The Borrower or any Guarantor (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation
- A material adverse change occurs in the financial condition, business, property or prospects of the Borrower or any Guarantor, as determined by BMO
- Change of ownership or control occurs without BMO's prior consent
- A judgment is made against the Borrower or any Guarantor in excess of **$100,000.00** by any court of competent jurisdiction and such judgment is not either (i) actively and diligently appealed and execution thereof stayed, or (ii) paid or otherwise satisfied, in each case within **[30]** days of the rendering of such judgment

The foregoing Events of Default shall not in any way affect the right of BMO to make demand for payment at any time under any Facility that is stated to be a demand facility.

Upon the occurrence of any Event of Default, (i) BMO may accelerate the payment of principal and interest under, and cancel any undrawn portion of, any Facility, (ii) the ability of the Borrower to obtain further advances under any Facility under this Commitment Letter shall immediately terminate, (iii) BMO may, by written notice to the Borrower, declare the advances outstanding under any Facility to be immediately due and payable, and (iv) BMO may review the pricing of any Facility. The rights of BMO on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Commitment Letter or any of the Facilities to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary Facility made available under this Commitment Letter.

General Terms and Conditions

BMO's Legal Counsel: **To be advised**

Expenses: All costs and expenses incurred by BMO in establishing, documenting and operating the Facilities (including, but not limited to, legal, appraisal and consulting costs) and in connection with the enforcement of the loan documentation are for the account of the Borrower and the Borrower agrees to pay the same in full whether or not this transaction is completed as contemplated herein.

Increased Costs, Taxes, Risks, etc. The Borrower will reimburse any costs BMO incurs in performing its obligations under the Facilities resulting from any change in law, including any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of BMO therewith, that has the effect of increasing the cost of funding to BMO or reducing the effective return on its capital. All loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions. Upon the occurrence of any event which is deemed, in BMO's sole discretion, to increase risk to BMO in respect of any Facility, BMO may review the pricing of any Facility.

Holdbacks: In the event the Borrower fails to satisfy any condition hereunder which is required to be met prior to receiving any advance under a Facility, BMO may, at its option and in its sole discretion, provide such advance to the Borrower subject to a holdback of funds to address such failure.

Indemnification The Borrower and each Guarantor jointly and severally agree to indemnify BMO from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Commitment Letter, any Facility or the Security other than those arising solely as a result of BMO's gross negligence or wilful misconduct.

Review: BMO retains the right to review the Facilities at any time and at least annually.

Joint and Several: Where more than one person is liable as Borrower or Guarantor for any obligation under or in connection with this Commitment Letter, then the liability of each such person for such obligation is joint and several with each other such person.

Conflicts:	All terms and conditions of BMO's usual and customary security documents and supporting documents shall be deemed to be incorporated in and form part of this commitment. In the event of any conflict or inconsistency between this Commitment Letter and the terms of any security or supporting document given in connection with this Commitment Letter, any Facility or the Security, the terms of this Commitment Letter shall prevail.
Confidentiality:	The Borrower and each Guarantor agrees that, without the prior written consent of BMO, it shall not provide this Commitment Letter to, nor discuss the terms and structure of this offering with, any party other than its employees, lawyers and financial advisors (but not commercial lenders). The Borrower and each Guarantor consents to the release of information provided to BMO in connection with this Commitment Letter and the Facilities to BMO Financial Group business groups, affiliates and subsidiaries for the purpose of assisting BMO in supporting the Borrower with its strategic plans.
Assignment:	This Commitment Letter shall be binding upon and endure to the benefit of the parties and their respective successors and permitted assigns. The Borrower shall not assign any of its rights or obligations hereunder without the prior written consent of BMO. BMO may assign all or part of its rights or obligations under this Commitment Letter or in respect of any Facility or any Security to any person.
Governing Law:	Province of **Ontario** and the federal laws of Canada applicable therein.
Entire Agreement:	This Commitment Letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of the facilities contained in this Commitment Letter. This Commitment Letter does not, however, serve to operate as a novation. To the extent necessary, BMO reserves all of its rights in respect of any security that has previously been granted to secure the obligations with respect to the Facilities.
Definitions:	The attached Schedule A – Definitions forms part of this Commitment Letter.
Language:	It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

In accepting this commitment you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Commitment Letter to BMO no later than **[3:00]** p.m. (**[Eastern Standard]** time) on **[November 30th 2013]**. If your acceptance of this Commitment Letter is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,

BANK OF MONTREAL

18/11/2013

By: ____________________

Name: Ziad Rashdi

Title: Commercial Accounts manager

Accepted and agreed to this **18th** day of **November, 2013.**

2386174 Ontario Inc. [BORROWER].

By: ______________________ 18/11/13
Name: Shahid Mahmood
Title: Director

By: ______________________ 18/11/13
Name: Naseem Ahmad
Title: Director

[GUARANTOR]

By: ______________________ 18/11/13
Name: Shahid Mahmood
Title: Director

By: ______________________ 18/11/13
Name: Naseem Ahmad
Title: Director

Tab G

THIS IS EXHIBIT "G" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachel Belanger

286 (#22)

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BMO Bank of Montreal

Fixed Rate Term Loan Agreement

This **LOAN AGREEMENT** is made as of the 12 day of December, 2013, between BANK OF MONTREAL (the "Bank")

AND 2386174 Ontario Incorporated (the "Borrower")

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Bank establishes in favour of the Borrower a Fixed Rate Term Loan allowing the Borrower to borrow from the Bank the principal amount of $527,000 upon the following terms and conditions:

1. In this Agreement:

(a) "Agreement" means this loan agreement, as it may be amended, supplemented, restated, replaced or otherwise modified from time to time;

(b) "Business Day" means any day that is not a Saturday, Sunday or other day on which the Bank is authorized or required by applicable law in the jurisdiction listed in Section 15 of this Agreement to remain closed;

(c) "Change in Control" means the occurrence of one or more sales, transfers or other dispositions of the beneficial ownership of the Borrower existing on the date of this Agreement in the aggregate of:

(i) shares, other securities or other equity interests issued by the Borrower which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Borrower; or

(ii) shares, other securities or equity interests issued by any Controlling Entity which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by such Controlling Entity;

(d) "Controlling Entity" means any corporation or other entity which on the date of this Agreement beneficially owned, directly or indirectly, shares, other securities or other equity interests issued by the Borrower which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Borrower;

(e) "Fixed Rate" has the meaning set out in clause 3 of this Agreement;

(f) "Loan" means the total principal amount advanced and outstanding at any time under this Agreement, together with accrued and unpaid interest thereon, if any;

(g) "Maturity Date" means the 30 day of NOVEMBER, 2018; and

(h) "Prime Rate" means, on any day, the annual rate of interest established by the Bank and in effect on such day as the reference rate it will use to determine the rate of interest charged on Canadian dollar loans to customers in Canada, and designated by the Bank as its "Prime Rate".

Delete 2. if (i) the Borrower is an individual, (ii) the loan is not secured by a real property mortgage and (iii) the loan amount is for $100,000 or less. Borrower to initial change.

2. Prepayment of the Loan in whole or in part is not permitted prior to the Maturity Date.

3. The Loan shall bear interest, from and including the date of this Agreement, at the rate of 5.39% per annum, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance of the Loan (the "Fixed Rate").

Check either (a) or (b), as appropriate.

4.

☐ (a) **Principal Payment Plus Interest:**
(i) The Loan principal shall be repaid by installments as follows:
$ on the day of ______, 20 and thereafter $ on the ______ of each and every ______ period until the Maturity Date, on which date the balance of the Loan then outstanding and all accrued and unpaid

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interest shall become due and payable.

(ii) Interest shall be paid at the Fixed Rate on the last day of each and every month from the date of this Agreement on the balance of the Loan from time to time remaining unpaid up to and after the Maturity Date.

☐ (b) **Blended Payments:** The Loan shall be repaid by installments comprising principal and interest at the Fixed Rate as follows:
$6725.53 on the last day of DECEMBER, 2013 and thereafter $ on the last day of each and every month until the Maturity Date, on which date the balance of the Loan then outstanding and all accrued and unpaid interest shall become due and payable.

(c) Any installments to be paid on a non-Business Day may, at the Bank's discretion, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.

(d) Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest on the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Bank's Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

5. Fees:

(a) The Borrower agrees to pay on the day of ____________________, 20 , a booking fee of % of the principal amount of the Loan.

(b) The Borrower agrees to pay on the day of ____________________, 20 , an application fee in the amount of $.

(c) At the request of the Borrower, the Fixed Rate may be fixed up to 45 days before the first advance. If requested, the Borrower shall pay on the day of ____________________, 20 , a refundable rate reservation fee of 1% of the principal amount of the Loan, which fee will be refunded to the Borrower on the day the Loan is advanced. In the event that the Loan is cancelled by the Borrower, such fee will not be refunded to the Borrower.

6. The Bank shall be under no obligation to make any advance until the Bank shall be satisfied that it has received:

(a) a duly executed copy of this Agreement;
(b) security for the amount of the Loan, duly registered and in form and substance satisfactory to the Bank and duly executed by the Borrower;
(c) payment in full of all fees and other amounts due and payable on or prior thereto; and
(d) any additional documents which the Bank may reasonably require.

7. The Borrower represents and warrants that:

(a) it has been duly incorporated, organized and is properly constituted, exists in good standing and is entitled to conduct its business in all jurisdictions in which it carries on business or has assets or, if the Borrower is an individual, the Borrower has the requisite legal capacity to enter into and perform its obligations under this Agreement;

(b) the entering into of this Agreement and the incurring of liability and indebtedness by the Borrower hereunder do not and will not contravene or breach,

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(i) any law, regulation or judicial order applicable to the Borrower or (if applicable) the charter, by-laws or other organizational documents of the Borrower; or

(ii) any provision contained in any other loan or credit agreement, debenture, trust deed or other borrowing instrument or contract to which the Borrower is party;

(c) this Agreement, when duly executed and delivered by the Borrower to the Bank, will constitute a valid and binding obligation of the Borrower, enforceable in accordance with its terms;

(d) the Borrower's assets are legally and beneficially owned by the Borrower and, except as previously disclosed to the Bank in writing, all of the Borrower's assets pledged to secure the Loan are free and clear of all hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights in favour of third parties, whether perfected or otherwise, which are not in favour of the Bank; and

(e) all necessary authorizations, approvals, consents or other orders from any authority, governmental or otherwise, have been obtained with respect to the obtaining of the Loan and the execution and delivery of this Agreement.

8. The Borrower covenants that it:

(a) will deliver to the Bank:

(i) as soon as available and in any event within 90 days of the end of each fiscal year, copies of its financial statements (audited, where available) and, if applicable, the report of its auditor thereon; and

(ii) at any time and from time to time such other information as the Bank may reasonably request;

(b) unconditionally promises to pay to the Bank on the Maturity Date the then unpaid principal amount of the Loan, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder;

(c) will insure against all risks relevant to its business operations for amounts commensurate thereto, and assign the policies to the Bank and assign, hypothecate or otherwise ensure all amounts payable thereunder are payable to the Bank, all as required by and satisfactory to the Bank;

(d) will furnish the Bank with additional security from time to time as the Bank may request;

(e) will limit capital expenditures to a maximum of $ in any fiscal year;

(f) authorizes the Bank to record, file or register, at the Borrower's expense, any registrations or filings, including without limitation any financing statements, that are necessary or desirable to protect, perfect and maintain the protection and perfection of any hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights in favour of the Bank, and to obtain evidence satisfactory to the Bank of the rank and priority of such hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights;

(g) will notify the Bank in writing immediately (i) upon receipt or notice of any law suits, claims, demands, governmental investigation or requirements to pay addressed to the Borrower or in which the Borrower is named as a party, and (ii) if any guarantor of all or any part of the Loan dies or terminates its guarantee;

(h) will use the proceeds of the Loan solely for the purpose of:

financing purchase of comercial property at 2093 Buckhorn Road, Selwyn, Ontario, K0L 1H0;

(i) will, to the extent not in conflict or inconsistent with the provisions of this Agreement, comply with all of the provisions, covenants and agreements contained in any term sheet, commitment letter or similar document, as such document may be amended, supplemented, restated, replaced or otherwise modified from time to time, given by the

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Borrower to the Bank which relates to the Loan hereunder, and such provisions, covenants and agreements are incorporated herein as if restated in their entirety; and

(j) will not, without the prior written consent of the Bank:

(i) materially change the nature of its business from that now carried on;
(ii) create, incur, assume or permit to exist any hypothec, mortgage, claim, security interest, lien, charge or other encumbrance or right, whether perfected or otherwise, in favour of a third party ranking ahead of or equally with any security given to or agreed to be given to the Bank;
(iii) create, incur, assume or permit to exist any additional debt other than in the ordinary course of business;
(iv) sell, lease, license, transfer, assign or otherwise dispose of any assets except in the ordinary course of business; or
(v) change the ownership of the business.

9. If one or more of the following events shall occur:

(a) If:

(i) the Borrower fails to pay any amount owing to the Bank pursuant to this Agreement or any other document given to the Bank, including without limitation the Loan, on the date same becomes due;
(ii) the Borrower leases, licenses, transfers, assigns or otherwise disposes of any or all of the assets which the Bank holds as security for the Loan, other than in the ordinary course of business;
(iii) the Borrower shall be in default in respect of any obligation to pay money whether or not it is in respect of the Loan;
(iv) the Borrower shall fail to observe and comply with any term, condition or provision of this Agreement or in any other document given to the Bank, other than a default in the payment of money, and such default cannot be cured;
(v) the Borrower shall fail to observe and comply with any term, condition or provision of this Agreement or in any other document given to the Bank, other than a default in the payment of money, and such default can be cured and the Borrower shall fail to do so within 30 days after the earlier of the Borrower acquiring knowledge of such default or receiving written notice thereof from the Bank;
(vi) any of the Borrower's representations and warranties in this Agreement or in any other document given to the Bank shall prove to have been incorrect when made or deemed to be made;
(vii) the holder (including the Bank) of any claim, hypothec, mortgage, security interest, lien, charge or other encumbrance or right on any of the Borrower's assets and undertaking does anything to enforce or realize on such claim, hypothec, mortgage, security interest, lien, charge or other encumbrance or right;
(viii) the Bank determines that there has been a materially adverse change in the business, assets, operations, prospects or condition, financial or otherwise, of the Borrower;
(ix) a guarantor of all or any part of the Loan dies or if a guarantee for the Loan terminates or ceases to be in full force and effect and a legally valid, binding and enforceable obligation of a guarantor;
(x) the Borrower is not an individual and a Change in Control occurs without the prior written consent of the Bank;
(xi) the Borrower is not an individual and the Borrower merges, consolidates or amalgamates with any other person or business; or

(b) If an application for a bankruptcy order, notice of intention to make a proposal or proposal is filed, application made or other proceeding instituted against or in respect of the Borrower, or assignment of all the property of the Borrower is made under the terms of the *Bankruptcy and Insolvency Act*, the *Companies' Creditors Arrangement Act*, the *Winding-Up and Restructuring Act*, any applicable corporations legislation or any other bankruptcy, insolvency or analogous laws, or if a receiver, receiver manager, custodian, trustee, liquidator, sequestrator or other similar official is appointed to take possession over any substantial portion of the assets of the Borrower, or if the Borrower permits any of its assets to be seized (including by way of execution, attachment, garnishment, levy or distraint) or if the Borrower makes an assignment for the benefit of its creditors or is adjudicated insolvent or bankrupt or applies to any tribunal for any receiver, receiver manager, custodian, trustee, liquidator, sequestrator or other similar official of or for the Borrower or the Borrower's assets, or any other proceeding is commenced in relation to any of the foregoing in respect of the Borrower,

then the Borrower shall be in default hereunder and the Bank may, at its option upon written notice to the Borrower, declare that the entire balance of the Loan, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall immediately become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

10. (a) Any request, notice, or demand made or given in connection with this Agreement may be made or given by mail by prepaid post or by delivery to the party for which it is intended and addressed as follows:

BORROWER:
11 Marotta Avenue, Brampton, Ontario, L6X 4W9

BANK OF MONTREAL:
6605 Hurontario Street, Suite 200, Mississauga, Ontario, L5T 0A4

provided however that any party may change its address for purposes of receipt of such communication by giving 10 calendar days prior written notice of such change to the other party in the manner prescribed herein.

(b) Any such request, notice, or demand shall be conclusively deemed to have been received by the party to which it is addressed on the third Business Day following the day of such mailing, if mailed, or on the day of delivery, if delivered.

11. All out-of-pocket expenses incurred by the Bank, including reasonable legal costs and all applicable taxes, in the preparation, administration or enforcement of this Agreement or any security or other documentation required hereunder or in connection herewith shall be for the account of the Borrower.

12. The Borrower acknowledges that the actual recording of the amount of any advance or repayment under the Loan and interest, fees and other amounts due in connection with the Loan in the accounts of the Borrower maintained by the Bank, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under this Agreement; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with this Agreement shall not be affected by the failure of the Bank to make such recording.

13. The Bank may from time to time and at any time waive in whole or in part:

(a) the rights accruing to it by reason of any of the provisions of any clause of this Agreement; or

(b) any default under any clause in this Agreement which is to its benefit;

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but any such waiver by the Bank of any such right or of any such default on any occasion shall be deemed not to be a waiver of the provisions of any such clause thereafter or of any other clause or of any subsequent default, as the case may be.

14. If the Borrower comprises more than one person, all covenants and liabilities entered into, by or imposed upon the Borrower shall be joint and several (solidary in the Province of Quebec). Each Borrower, if more than one, is responsible both individually and together with the other Borrower(s) for all obligations of the Borrower to the Bank pursuant to this Agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that province.

16. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors, heirs, liquidators, administrators and assigns, except that the Borrower may not assign any of its rights or obligations hereunder without the Bank's prior written consent.

17. Any clause or part thereof which may be null or unenforceable shall not invalidate, affect or impair the remaining provisions of this Agreement.

18. Any schedules attached to this Agreement are incorporated herein in their entirety and form an integral part of this Agreement.

This clause applies only in the Province of Quebec

19. It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English.
Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

IN WITNESS WHEREOF this Agreement has been executed by the Borrower and the Bank as of the date set forth above.

BANK OF MONTREAL

By: ______________________
Name:
Title:

2386174 Ontario Incorporated

By: ______________________
Name: Shahid Mahmood
Title: President

I have authority to bind the corporation.

Tab H

THIS IS EXHIBIT "H" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:
2093 Buckhorn Road, Selwyn, Ontario, K0L 1H0

List all premises and asset locations, by schedule, if necessary

Attach a schedule, if equipment is to be listed

2. The Debtor hereby:

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto ;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above ;

(d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom ; and

(e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be *bona fide* opposed by the Debtor;

(e) the Debtor shall cease to carry on business.

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

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

(a) as a whole or in various lots;

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

(c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

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

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

19. The Debtor acknowledges receipt of a copy of this agreement.

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20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on

Insert date of execution

6 day of December, 2013.(year

2380630 ONTARIO INC.

By:

Name: Shahid Mahmood

Title: President

I have authority to bind the corporation.

CORPORATE AUTHORIZING RESOLUTION

Required only for a corporation

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;

4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

Tab I

THIS IS EXHIBIT "I" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

\# 5

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BMO Bank of Montreal

Pledge of Instrument and Assignment of Proceeds

* Insert name(s) of borrower(s) other than the undersigned (pledgor). Leave blank if the borrower and the undersigned are the same.

** Insert the name of the instrument being lodged as security, e.g. Term Deposit Receipt

In consideration of financial assistance currently extended or to be extended and/or advances currently made and/or which may at any time hereafter be made by Bank of Montréal (the "the Bank") to*2380630 Ontario Inc.
and/or the undersigned (hereinafter referred to collectively as the "Borrower"), the undersigned herewith hands the Bank at its branch located at 6605 hurontario Street, Suite 200, Mississauga, Ontario, L5T 0A4,
** ______________________________, No. 00057367534
(the "Receipt") in the principal amount of $35,000.00 and agrees that the proceeds of the investment evidenced thereby (the"Investment") and of all renewals and replacements thereof and all accretions thereto and all interest or income therefrom shall be held by the Bank as general and continuing additional security and as a pledge to secure any advances currently made or which at any time hereafter may by made to be Borrower and to cover any indebtedness which is now or may at any time hereafter be due by the Borrower to the Bank and as a general continuing additional security for the fulfilment of all obligations present or future, direct or indirect, absolute or contingent, matured or not of the Borrower to the Bank (all of which indebtedness and obligations are hereinafter called the "Indebtedness"). For the same consideration and as a general continuing additional security for the Indebtedness, the undersigned hereby assigns, transfers and makes over to the Bank all of its right, title, claim and interest in and to the moneys (comprising principal and interest) otherwise due and payable or to become due and payable to the undersigned to the terms of the Investment and under any further receipt or similar instrument evidencing the re-investment of the whole or part of the said moneys.

Until payment in full of the Indebtedness, the undersigned hereby irrevocably authorizes and directs the Bank for and on behalf of the undersigned upon maturity of the Investment to receive the moneys in principal and interest payable thereunder and in its sole discretion to re-invest all or part of such moneys in one or more instruments of the same or/a similar nature on such terms as are in effect at such maturity ("Re-Investment") and to receive a receipt therefor (a "Renewal Receipt") and thereafter from time to time, upon maturity of any Re-investment to receive any and all moneys payable thereunder and in its sole discretion to re-invest the same in whole or in part as aforesaid and to receive a Renewal Receipt therefor.

The undersigned hereby confirms and agrees that each such Renewal Receipt shall be deemed to have been handed to the Bank to secure the Indebtedness as aforesaid, and that any and all moneys payable under each Re-investment shall be deemed to be the same moneys payable under the investment or part thereof and the undersigned hereby confirms and agrees that such moneys are hereby assigned, transferred and made over to the Bank as additional security for the Indebtedness.

The undersigned further agrees that on default being made in paying the Indebtedness or any part thereof, the Bank may in its sole discretion without notice receive the moneys in principal and interest or any part thereof payable under the terms of the Investment or any Re-Investment on or prior to maturity and apply all or any portion of such moneys against payment of the Indebtedness or any part thereof.

The undersigned hereby irrevocably authorizes and mandates the Bank or any manager or acting manager for the time being at the aforementioned branch of the Bank and each of them to do all such acts and to sign, execute and endorse any instrument or other writing for, on behalf and in the name of the undersigned for any to the aforesaid purposes.

The undersigned covenants not to substitute or modify any of the undersigned's rights under the Investment without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder and under any other agreement between the undersigned and the Bank.

The undersigned further confirms and agrees that the taking of a judgement or judgements or any other action or dealings whatsoever by the Bank with respect to any security hereby given or given hereafter by the undersigned, shall not operate as a merger of any other security given to the Bank, or of any Indebtedness of the Borrower to the Bank or any part thereof, or in any way suspend payment or affect or prejudice the rights, remedies and powers, legal or equitable which the Bank may have in connection with such security of Indebtedness of the Borrower and a foreclosure, surrender, cancellation, variation or any other dealings with or modification of any other security for the Indebtedness shall not release or affect the liability of the Borrower for the entire Indebtedness to the Bank or release or effect any other security held by the Bank. The undersigned renounces to claim against or set up against the Bank any right which the undersigned may have to be subrogated in any rights, hypothecs, privileges and other security held from time to time by the said Bank.

*** Clauses are not applicable if the securities are pledged only against advances to the undersigned.

*** It is further agreed that the Bank shall not be obliged to exhaust its recourse against the Borrower or any other party or parties or against any other security or securities it may hold before realizing on or otherwise dealing with the securities pledged hereunder to the Bank in such manner as the Bank considers desirable, and the Bank may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any and all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise deal with, the Borrower and all other persons (including the undersigned or any one of them) and securities, (including part of the securities hereby pledged), as the Bank may see fit, without prejudice to the right of the Bank to hold, deal with and realize on the securities pledged hereunder to the Bank, in any manner which the Bank considers desirable.

*** All debts and liabilities present and future of the Borrower to the Undersigned or any of them (if more than one) are hereby postponed to the debts and liabilities of the Borrower to the Bank and all moneys received thereon by the Undersigned or any of them (if more than one) or by his or their assigns, shall be received as trustee(s) for the Bank as shall be paid over to the Bank.

The records of the Bank shall constitute prima facie evidence of the principal amount, interest rate and maturity date of the Investment, Receipt and each Re-Investment and Renewal Receipt and of the amount of the Indebtedness at any time, of the Borrower being in default and of any demand having been made.

The undersigned waives the right to receive any financing or financing change statement registered by the Bank and any confirmation of registration or verification statement issued where permitted by law.

The undersigned acknowledges receipt of a copy of this Agreement.

DATED this 6 day of December, 2013.

2380630 ONTARIO INC.

By: ______________________

Name: Shahid Mahmood
Title: President

I have authority to bind the corporation.

® Registered trade-marks of Bank of Montreal

Tab J

THIS IS EXHIBIT "J" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

#3 91

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **2380630 Ontario Inc.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Seventy Thousand** Dollars **$70,000.00** plus interest thereon at a rate of **5** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of **Ontario** and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of 6 **December**, 2013.

2386174 ONTARIO INCORPORATED

By: [signature]
Name: Shahid Mahmood
Title: President

I have authority to bind the corporation.

Tab K

THIS IS EXHIBIT "K" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits
Rachael Belanger

94

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 2380630 Ontario Inc. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Eighty Five Thousand** Dollars **($85,000.00)** plus interest thereon at a rate of **3.00** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of _Ontario__and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of __**21st August**___, **2015**.

If signed by corporation or other entity (e.g. partnership):

2386174 Ontario Inc.
(Name of Entity)

By: ______________________
Name: Shahid Mahmood
Title: ______________________

By: ______________________
Name: ______________________
Title: ______________________

By: ______________________
Name: ______________________
Title: ______________________

® Registered trade-marks of Bank of Montreal

Tab L

THIS IS EXHIBIT "L" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

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#4

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 2380630 Ontario Inc. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Seventy Thousand** Dollars **70,000.00** plus interest thereon at a rate of **5** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of **Ontario** and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

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This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of 6 **December, 2013.**

Witness Name

Name: Naseem Ahmad

Witness Name BALKRISHNA

Name: Nazia Ayyaz

® Registered trade-marks of Bank of Montreal

Tab M

THIS IS EXHIBIT "M" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

#4 101

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **2380630 Ontario Inc.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Seventy Thousand Dollars $70,000.00** plus interest thereon at a rate of **5** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

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Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of **Ontario** and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of 6 **December, 2013.**

Witness Name

Name: Shahid Mahmood

Witness Name BAL KRISHNA

Name: Bushra Naz

® Registered trade-marks of Bank of Montreal

Tab N

THIS IS EXHIBIT "N" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 2380630 Ontario Inc (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Eighty Five Thousand** Dollars (**$85,000.00**) plus interest thereon at a rate of **3.00** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of _**Ontario**__and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of __**21st August**___, 2015.

By:
Name: Mr. Shahid Mahmood
Title:

WITNESS
ZIAD RASHDI

By:
Name: Mrs. Bushra Naz
Title:

By:
Name: Mr. Naseem Ahmad
Title:

WITNESS
ZIAD RASHDI

By:
Name: Mrs. Nazia Ayyaz
Title:

WITNESS
ZIAD RASHDI

® Registered trade-marks of Bank of Montreal

Tab O

THIS IS EXHIBIT "O" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

Letter of Acknowledgement

TO: Bank of Montreal (the "Bank")

FROM: 2386174 Ontario Incorporated and 2380630 Ontario Inc. (the "Borrower")

In consideration of BMO Bank of Montreal providing credit facility to **the Borrower,** the undersigned hereby agrees to the following:

> **Collateral charge of $900,000.00 granted by 2386174 Ontario Incorporated is also being held as security for all advances by the Bank to each of 2386174 Ontario Incorpoated and 2380630 Ontario Inc.**

Dated this 6 day of December, 2013.

2386174 Ontario Incorporated

By:
Name: Shahid Mahmood
Title: President

I have authority to bind the corporation.

2380630 Ontario Inc.
By:
Name: Shahid Mahmood
Title: President

I have authority to bind the corporation.

Tab P

THIS IS EXHIBIT “P” TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

BMO Bank of Montreal

Assignment, Postponement and Subordination Agreement

TO: BANK OF MONTREAL

WHEREAS 2380630 Ontario Inc. (herein called the "**Customer**") is and/or may hereafter become indebted and/or may hereafter become further indebted or liable to the undersigned (herein called the "**Investor**") from time to time or to corporations, partnerships, trusts or other legal entities directly or indirectly owned or controlled by the Investor (such entities being herein called "**Investor Entities**");

AND WHEREAS the Investor has agreed to enter into this agreement in favour of Bank of Montreal (herein called the "**Bank**");

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Investor, including, without limitation, the Bank making advances from time to time to the Customer, accepting bills of exchange issued by the Customer or making other credit accommodations for the benefit of the Customer, the Investor covenants and agrees with the Bank as follows:

1. Subject to the provisions hereof, any and all present and future indebtedness and liability of the Customer to the Investor and to any Investor Entity (all of which present and future indebtedness and liability being herein collectively called "**Investor Indebtedness**") is hereby and shall hereafter be postponed and subordinate to all present and future indebtedness and liability whether actual or contingent of the Customer to the Bank (all of which present and future indebtedness and liability being herein collectively called "**Bank Indebtedness**"); and any and all security now or hereafter held, in whole or in part, by the Investor or any Investor Entity to secure Investor Indebtedness (all of which present and future security being herein called "**Investor Security**") is hereby and shall hereafter be postponed and subordinated to all security now or hereafter held by the Bank to secure Bank Indebtedness or any part thereof (all of which present and future Bank security being called "**Bank Security**").

2. In order to give effect to this agreement, the Investor hereby pledges, assigns, transfers and makes over to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness (i) any and all Investor Indebtedness which the Investor may now or hereafter have against the Customer, and (ii) any and all Investor Security in respect of such Investor Indebtedness, and agrees to cause all Investor Entities which are now or hereafter become a creditor of the Customer to pledge, assign, transfer and make over to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness (y) any and all Investor Indebtedness which such Investor Entities may now or hereafter have against the Customer, and (z) any and all Investor Security in respect of such Investor Indebtedness. The Investor also agrees, and agrees to cause all Investor Entities to agree, to deliver to the Bank all instruments evidencing a right to payment now or hereafter held by the Investor and all Investor Entities as part of the Investor Security or that otherwise relate to the Investor Indebtedness ("**Investor Instruments**") and, to the extent such Investor Instruments are not already part of the Investor Security, hereby pledges, assigns, transfers and makes over such Investor Instruments and the proceeds thereof to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness.

3. The Investor hereby subrogates to the Bank and agrees to cause all Investor Entities to subrogate to the Bank in all the rights of the Investor and all Investor Entities in respect to Investor Indebtedness, including rights under the Investor Security and rights under all Investor Instruments.

4. The security interest hereunder shall become enforceable (i) upon a failure of the Customer to comply with the terms, conditions and covenants of any part of the Bank Indebtedness or upon the occurrence of an event of default that makes any part of the Bank Indebtedness immediately due and payable, or (ii) upon any receivership, bankruptcy, liquidation or winding-up of the Customer, or (iii) upon any realization of any Investor Security. The Investor hereby authorizes the Bank and agrees to cause all Investor Entities to authorize the Bank to collect and receive any dividends or payments which may be payable to the Investor or such Investor Entities upon the security interest hereunder becoming enforceable. In the event that the total amount of Bank Indebtedness at such time is not paid in full, the Investor hereby authorizes the Bank, and agrees to cause all Investor Entities to authorize the Bank, to apply the amount of the dividends or payments so collected by the Bank in payment of the balance of the Bank Indebtedness and any costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the Bank Indebtedness, the surplus, if any, to be paid to the Investor or such Investor Entities.

5. The Investor shall execute all sworn statements of claim, assignments and other documents and do all matters and things which may be required by the Bank from time to time or which may be necessary or advisable to carry this agreement into effect, including such measures as may be required to cause Investor Entities which now or hereafter hold Investor Indebtedness of the Customer to enter into an agreement similar hereto.

6. The Investor irrevocably appoints the Bank (and any of its managers) as attorney of the Investor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Investor, all such further acts, documents, matters and things which the Bank may deem necessary or advisable to accomplish the purposes of this agreement including, without limitation, the execution, endorsement and delivery of any documents, the filing or taking of any claims or actions, and the institution of any proceedings which the Bank determines is necessary or advisable to carry this agreement into effect. All acts of the attorney are hereby ratified and approved, and the attorney will not be liable for any act, failure to act or any other matter or thing, except to the extent caused by its own gross negligence or wilful misconduct. The Investor agrees to cause all Investor Entities which are now or hereafter become a creditor of the Customer to appoint the Bank (and any of its managers) as attorney of the Investor (with full power of substitution) on the same terms.

7. The Investor agrees, and agrees to cause all Investor Entities to agree, that Investor Indebtedness owing on the date hereof and Investor Indebtedness which may hereafter become owing by the Customer to the Investor or to any Investor Entity, shall not be paid, withdrawn or substituted but shall hereafter either be retained by the Customer or be paid to the Bank pursuant to this agreement and that any moneys received by the Investor or by any Investor Entity or by any agent on account of any of the Investor Indebtedness shall be held in trust for the Bank, without being used, and forthwith paid to the Bank, except only to the extent that payments or repayments by the Customer to the Investor or Investor Entities are specifically permitted by this agreement.

8. Subject to the provisions of Paragraph 11 of this agreement, payment of reasonable interest by the Customer on the Investor Indebtedness is permitted; but, for greater certainty, repayment of principal is not permitted, unless otherwise expressly provided for in another provision of this agreement.

9. **This Paragraph 9 is applicable only if the Bank has inserted an amount in the blank herein, and shall otherwise be of no force or effect.** Subject to the provisions of Paragraph 11 of this agreement, repayment of principal owed by the Customer pursuant to the Investor Indebtedness in accordance with the terms thereof is permitted if, but only if, the aggregate Investor Indebtedness is at the time of such repayment not less than $_____ (the "**Minimum Amount**"), and no repayment shall be permitted or shall be deemed to be permitted hereunder which would cause the aggregate Investor Indebtedness to be less than the Minimum Amount.

10. **This Paragraph 10 is applicable only if (a) no amount has been inserted in the blank in Paragraph 9 above and (b) the Customer is subject to Affected Covenants, as defined below, and shall otherwise be of no force or effect.** Subject to the provisions of Paragraph 11 of this agreement, repayment of principal owed by the Customer pursuant to the Investor Indebtedness in accordance with the terms thereof is permitted if, but only if, the Customer is at the time of such repayment in compliance with any financial covenants in favour of the Bank then in force which are calculated with reference to the Investor Indebtedness which is postponed, assigned and subordinated by this agreement (the "**Affected Covenants**"), and no payment shall be permitted or shall be deemed to be permitted hereunder which would cause a breach of any of the Affected Covenants. The Investor, on its own behalf and on behalf of the Investor Entities, hereby (i) acknowledges that the determination of whether any particular financial covenant of the Customer in favour of the Bank is an Affected Covenant may be made in the sole discretion of the Bank and (ii) represents and warrants to and agrees with the Bank that it is familiar with the terms of the Affected Covenants, if any, in place as at the date of this agreement and that it will confirm the status of existing or future Affected Covenants with the Customer prior to any future repayment of Investor Indebtedness.

11. Payments or permitted repayments, if any, pursuant to Paragraphs 8, 9 or 10 of this agreement, may be made only (a) while the security interest referred to in Paragraph 4 of this agreement has not become enforceable in accordance with the terms thereof, (b) while the Customer is in compliance with the terms, conditions and covenants in respect of the Bank Indebtedness, and (c) subject to the Bank's verification procedures in respect of compliance by the Investor, the Investor Entities and the Customer with the terms hereof and with the terms, conditions and covenants in respect of the Bank Indebtedness, and the Investor, the Investor Entities and the Customer each agree to respond promptly to any request received from the Bank for information required to confirm such compliance.

12. Except with the prior written consent of the Bank, the Investor shall not assign or hypothecate and will cause any Investor Entity not to assign or hypothecate any Investor Indebtedness or any part thereof or any Investor Security or any part thereof to any other party or ask for or obtain any negotiable paper or other instrument evidencing a right to payment or other evidence of the same.

13. The covenants and agreements herein contained shall extend to and be binding upon, and enure to the benefit of, the successors and assigns of the Investor and the Bank.

14. This agreement shall be construed pursuant to and governed by the laws applicable in the province wherein the Branch of the Bank where the Customer's account is kept is located.

15. The Investor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

16. The Investor acknowledges receipt of a copy of this agreement.

17. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

[Signature page follows]

Dated as of this 6 day of December, 2013 (year).

Witness

Name

Witness

Name

SUBHASH JOSHI

Witness Barrister, Solicitor & Notary Public

Name (This Notary never expires)

Name: Shahid Mahmood

Name: Naseem Ahmad

Name: Muhammad Sadik Qadri

TO: BANK OF MONTREAL

We acknowledge receipt of notice in writing of the terms and conditions contained in the foregoing agreement and we agree to comply therewith. We shall not make any payment to the Investor or to any Investor Entity except as therein provided.

Dated as of this 6 day of December, 2013 (year).

2380630 ONTARIO INC.

By:

Name: Shahid Mahmood

Title: President

I have authority to bind the corporation

BMO Bank of Montreal

Assignment, Postponement and Subordination Agreement

TO: BANK OF MONTREAL

WHEREAS 2380630 Ontario Inc. (herein called the "**Customer**") is and/or may hereafter become indebted and/or may hereafter become further indebted or liable to the undersigned (herein called the "**Investor**") from time to time or to corporations, partnerships, trusts or other legal entities directly or indirectly owned or controlled by the Investor (such entities being herein called "**Investor Entities**");

AND WHEREAS the Investor has agreed to enter into this agreement in favour of Bank of Montreal (herein called the "**Bank**");

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Investor, including, without limitation, the Bank making advances from time to time to the Customer, accepting bills of exchange issued by the Customer or making other credit accommodations for the benefit of the Customer, the Investor covenants and agrees with the Bank as follows:

1. Subject to the provisions hereof, any and all present and future indebtedness and liability of the Customer to the Investor and to any Investor Entity (all of which present and future indebtedness and liability being herein collectively called "**Investor Indebtedness**") is hereby and shall hereafter be postponed and subordinate to all present and future indebtedness and liability whether actual or contingent of the Customer to the Bank (all of which present and future indebtedness and liability being herein collectively called "**Bank Indebtedness**"); and any and all security now or hereafter held, in whole or in part, by the Investor or any Investor Entity to secure Investor Indebtedness (all of which present and future security being herein called "**Investor Security**") is hereby and shall hereafter be postponed and subordinated to all security now or hereafter held by the Bank to secure Bank Indebtedness or any part thereof (all of which present and future Bank security being called "**Bank Security**").

2. In order to give effect to this agreement, the Investor hereby pledges, assigns, transfers and makes over to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness (i) any and all Investor Indebtedness which the Investor may now or hereafter have against the Customer, and (ii) any and all Investor Security in respect of such Investor Indebtedness, and agrees to cause all Investor Entities which are now or hereafter become a creditor of the Customer to pledge, assign, transfer and make over to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness (y) any and all Investor Indebtedness which such Investor Entities may now or hereafter have against the Customer, and (z) any and all Investor Security in respect of such Investor Indebtedness. The Investor also agrees, and agrees to cause all Investor Entities to agree, to deliver to the Bank all instruments evidencing a right to payment now or hereafter held by the Investor and all Investor Entities as part of the Investor Security or that otherwise relate to the Investor Indebtedness ("**Investor Instruments**") and, to the extent such Investor Instruments are not already part of the Investor Security, hereby pledges, assigns, transfers and makes over such Investor Instruments and the proceeds thereof to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness.

3. The Investor hereby subrogates to the Bank and agrees to cause all Investor Entities to subrogate to the Bank in all the rights of the Investor and all Investor Entities in respect to Investor Indebtedness, including rights under the Investor Security and rights under all Investor Instruments.

4. The security interest hereunder shall become enforceable (i) upon a failure of the Customer to comply with the terms, conditions and covenants of any part of the Bank Indebtedness or upon the occurrence of an event of default that makes any part of the Bank Indebtedness immediately due and payable, or (ii) upon any receivership, bankruptcy, liquidation or winding-up of the Customer, or (iii) upon any realization of any Investor Security. The Investor hereby authorizes the Bank and agrees to cause all Investor Entities to authorize the Bank to collect and receive any dividends or payments which may be payable to the Investor or such Investor Entities upon the security interest hereunder becoming enforceable. In the event that the total amount of Bank Indebtedness at such time is not paid in full, the Investor hereby authorizes the Bank, and agrees to cause all Investor Entities to authorize the Bank, to apply the amount of the dividends or payments so collected by the Bank in payment of the balance of the Bank Indebtedness and any costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the Bank Indebtedness, the surplus, if any, to be paid to the Investor or such Investor Entities.

5. The Investor shall execute all sworn statements of claim, assignments and other documents and do all matters and things which may be required by the Bank from time to time or which may be necessary or advisable to carry this agreement into effect, including such measures as may be required to cause Investor Entities which now or hereafter hold Investor Indebtedness of the Customer to enter into an agreement similar hereto.

6. The Investor irrevocably appoints the Bank (and any of its managers) as attorney of the Investor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Investor, all such further acts, documents, matters and things which the Bank may deem necessary or advisable to accomplish the purposes of this agreement including, without limitation, the execution, endorsement and delivery of any documents, the filing or taking of any claims or actions, and the institution of any proceedings which the Bank determines is necessary or advisable to carry this agreement into effect. All acts of the attorney are hereby ratified and approved, and the attorney will not be liable for any act, failure to act or any other matter or thing, except to the extent caused by its own gross negligence or wilful misconduct. The Investor agrees to cause all Investor Entities which are now or hereafter become a creditor of the Customer to appoint the Bank (and any of its managers) as attorney of the Investor (with full power of substitution) on the same terms.

7. The Investor agrees, and agrees to cause all Investor Entities to agree, that Investor Indebtedness owing on the date hereof and Investor Indebtedness which may hereafter become owing by the Customer to the Investor or to any Investor Entity, shall not be paid, withdrawn or substituted but shall hereafter either be retained by the Customer or be paid to the Bank pursuant to this agreement and that any moneys received by the Investor or by any Investor Entity or by any agent on account of any of the Investor Indebtedness shall be held in trust for the Bank, without being used, and forthwith paid to the Bank, except only to the extent that payments or repayments by the Customer to the Investor or Investor Entities are specifically permitted by this agreement.

8. Subject to the provisions of Paragraph 11 of this agreement, payment of reasonable interest by the Customer on the Investor Indebtedness is permitted; but, for greater certainty, repayment of principal is not permitted, unless otherwise expressly provided for in another provision of this agreement.

9. **This Paragraph 9 is applicable only if the Bank has inserted an amount in the blank herein, and shall otherwise be of no force or effect.** Subject to the provisions of Paragraph 11 of this agreement, repayment of principal owed by the Customer pursuant to the Investor Indebtedness in accordance with the terms thereof is permitted if, but only if, the aggregate Investor Indebtedness is at the time of such repayment not less than $_____ (the "**Minimum Amount**"), and no repayment shall be permitted or shall be deemed to be permitted hereunder which would cause the aggregate Investor Indebtedness to be less than the Minimum Amount.

10. **This Paragraph 10 is applicable only if (a) no amount has been inserted in the blank in Paragraph 9 above and (b) the Customer is subject to Affected Covenants, as defined below, and shall otherwise be of no force or effect.** Subject to the provisions of Paragraph 11 of this agreement, repayment of principal owed by the Customer pursuant to the Investor Indebtedness in accordance with the terms thereof is permitted if, but only if, the Customer is at the time of such repayment in compliance with any financial covenants in favour of the Bank then in force which are calculated with reference to the Investor Indebtedness which is postponed, assigned and subordinated by this agreement (the "**Affected Covenants**"), and no payment shall be permitted or shall be deemed to be permitted hereunder which would cause a breach of any of the Affected Covenants. The Investor, on its own behalf and on behalf of the Investor Entities, hereby (i) acknowledges that the determination of whether any particular financial covenant of the Customer in favour of the Bank is an Affected Covenant may be made in the sole discretion of the Bank and (ii) represents and warrants to and agrees with the Bank that it is familiar with the terms of the Affected Covenants, if any, in place as at the date of this agreement and that it will confirm the status of existing or future Affected Covenants with the Customer prior to any future repayment of Investor Indebtedness.

11. Payments or permitted repayments, if any, pursuant to Paragraphs 8, 9 or 10 of this agreement, may be made only (a) while the security interest referred to in Paragraph 4 of this agreement has not become enforceable in accordance with the terms thereof, (b) while the Customer is in compliance with the terms, conditions and covenants in respect of the Bank Indebtedness, and (c) subject to the Bank's verification procedures in respect of compliance by the Investor, the Investor Entities and the Customer with the terms hereof and with the terms, conditions and covenants in respect of the Bank Indebtedness, and the Investor, the Investor Entities and the Customer each agree to respond promptly to any request received from the Bank for information required to confirm such compliance.

12. Except with the prior written consent of the Bank, the Investor shall not assign or hypothecate and will cause any Investor Entity not to assign or hypothecate any Investor Indebtedness or any part thereof or any Investor Security or any part thereof to any other party or ask for or obtain any negotiable paper or other instrument evidencing a right to payment or other evidence of the same.

13. The covenants and agreements herein contained shall extend to and be binding upon, and enure to the benefit of, the successors and assigns of the Investor and the Bank.

14. This agreement shall be construed pursuant to and governed by the laws applicable in the province wherein the Branch of the Bank where the Customer's account is kept is located.

15. The Investor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

16. The Investor acknowledges receipt of a copy of this agreement.

17. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

[Signature page follows]

Dated as of this 6 day of December, 2013 (year).

Witness Name		Name: Shahid Mahmood
Witness Name		Name: Naseem Ahmad
Witness Name		Name: Muhammad Sadik Qadri

TO: BANK OF MONTREAL

We acknowledge receipt of notice in writing of the terms and conditions contained in the foregoing agreement and we agree to comply therewith. We shall not make any payment to the Investor or to any Investor Entity except as therein provided.

Dated as of this 6 day of December, 2013 (year).

2386174 ONTARIO INCORPORATED

By:
Name: Shahid Mahmood
Title: President

I have authority to bind the corporation

Tab Q

THIS IS EXHIBIT "Q" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

130 #5 117

BMO Bank of Montreal

Ontario Personal Property Security Act Security Agreement

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:
2093 Buckhorn Road, Selwyn, Ontario, K0L 1H0

List all premises and asset locations, by schedule, if necessary

Attach a schedule, if equipment is to be listed

2. The Debtor hereby:

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto ;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above ;

(d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom ; and

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(e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be *bona fide* opposed by the Debtor;

(e) the Debtor shall cease to carry on business.

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

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

(a) as a whole or in various lots;

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

(c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

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

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter ~~held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the~~ Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

19. The Debtor acknowledges receipt of a copy of this agreement.

20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on

Insert date of execution

6 day of December, 2013.(year

2386174 ONTARIO INCORPORATED

By:

Name: Shahid Mahmood

Title: President

I have authority to bind the corporation.

CORPORATE AUTHORIZING RESOLUTION

Required only for a corporation

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;

4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

Tab R

THIS IS EXHIBIT "R" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

BMO Bank of Montreal

#45

123

Pledge of Instrument and Assignment of Proceeds

* Insert name(s) of borrower(s) other than the undersigned (pledgor). Leave blank if the borrower and the undersigned are the same.

** Insert the name of the instrument being lodged as security, e.g. Term Deposit Receipt

In consideration of financial assistance currently extended or to be extended and/or advances currently made and/or which may at any time hereafter be made by Bank of Montréal (the "the Bank") to*2386174 Ontario Incorporated and/or the undersigned (hereinafter referred to collectively as the "Borrower"), the undersigned herewith hands the Bank at its branch located at 6605 hurontario Street, Suite 200, Mississauga, Ontario, L5T 0A4, ** ______________________________, No. 3858 1997-067 (the "Receipt") in the principal amount of $40,000.00 and agrees that the proceeds of the investment evidenced thereby (the"Investment") and of all renewals and replacements thereof and all accretions thereto and all interest or income therefrom shall be held by the Bank as general and continuing additional security and as a pledge to secure any advances currently made or which at any time hereafter may by made to be Borrower and to cover any indebtedness which is now or may at any time hereafter be due by the Borrower to the Bank and as a general continuing additional security for the fulfilment of all obligations present or future, direct or indirect, absolute or contingent, matured or not of the Borrower to the Bank (all of which indebtedness and obligations are hereinafter called the "Indebtedness"). For the same consideration and as a general continuing additional security for the Indebtedness, the undersigned hereby assigns, transfers and makes over to the Bank all of its right, title, claim and interest in and to the moneys (comprising principal and interest) otherwise due and payable or to become due and payable to the undersigned to the terms of the Investment and under any further receipt or similar instrument evidencing the re-investment of the whole or part of the said moneys.

Until payment in full of the Indebtedness, the undersigned hereby irrevocably authorizes and directs the Bank for and on behalf of the undersigned upon maturity of the Investment to receive the moneys in principal and interest payable thereunder and in its sole discretion to re-invest all or part of such moneys in one or more instruments of the same or/a similar nature on such terms as are in effect at such maturity ("Re-Investment") and to receive a receipt therefor (a "Renewal Receipt") and thereafter from time to time, upon maturity of any Re-investment to receive any and all moneys payable thereunder and in its sole discretion to re-invest the same in whole or in part as aforesaid and to receive a Renewal Receipt therefor.

The undersigned hereby confirms and agrees that each such Renewal Receipt shall be deemed to have been handed to the Bank to secure the Indebtedness as aforesaid, and that any and all moneys payable under each Re-investment shall be deemed to be the same moneys payable under the investment or part thereof and the undersigned hereby confirms and agrees that such moneys are hereby assigned, transferred and made over to the Bank as additional security for the Indebtedness.

The undersigned further agrees that on default being made in paying the Indebtedness or any part thereof, the Bank may in its sole discretion without notice receive the moneys in principal and interest or any part thereof payable under the terms of the Investment or any Re-Investment on or prior to maturity and apply all or any portion of such moneys against payment of the Indebtedness or any part thereof.

The undersigned hereby irrevocably authorizes and mandates the Bank or any manager or acting manager for the time being at the aforementioned branch of the Bank and each of them to do all such acts and to sign, execute and endorse any instrument or other writing for, on behalf and in the name of the undersigned for any to the aforesaid purposes.

The undersigned covenants not to substitute or modify any of the undersigned's rights under the Investment without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder and under any other agreement between the undersigned and the Bank.

The undersigned further confirms and agrees that the taking of a judgement or judgements or any other action or dealings whatsoever by the Bank with respect to any security hereby given or given hereafter by the undersigned, shall not operate as a merger of any other security given to the Bank, or of any Indebtedness of the Borrower to the Bank or any part thereof, or in any way suspend payment or affect or prejudice the rights,

Prod. 2242003 - Form. LF269CAN (08/2008) remedies and powers, legal or equitable which the Bank may have in connection with such security of Indebtedness of the Borrower and a foreclosure, surrender, cancellation, variation or any other dealings with or modification of any other security for the Indebtedness shall not release or affect the liability of the Borrower for the entire Indebtedness to the Bank or release or effect any other security held by the Bank. The undersigned renounces to claim against or set up against the Bank any right which the undersigned may have to be subrogated in any rights, hypothecs, privileges and other security held from time to time by the said Bank.

*** Clauses are not applicable if the securities are pledged only against advances to the undersigned.

*** It is further agreed that the Bank shall not be obliged to exhaust its recourse against the Borrower or any other party or parties or against any other security or securities it may hold before realizing on or otherwise dealing with the securities pledged hereunder to the Bank in such manner as the Bank considers desirable, and the Bank may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any and all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise deal with, the Borrower and all other persons (including the undersigned or any one of them) and securities, (including part of the securities hereby pledged), as the Bank may see fit, without prejudice to the right of the Bank to hold, deal with and realize on the securities pledged hereunder to the Bank, in any manner which the Bank considers desirable.

*** All debts and liabilities present and future of the Borrower to the Undersigned or any of them (if more than one) are hereby postponed to the debts and liabilities of the Borrower to the Bank and all moneys received thereon by the Undersigned or any of them (if more than one) or by his or their assigns, shall be received as trustee(s) for the Bank as shall be paid over to the Bank.

The records of the Bank shall constitute prima facie evidence of the principal amount, interest rate and maturity date of the Investment, Receipt and each Re-Investment and Renewal Receipt and of the amount of the Indebtedness at any time, of the Borrower being in default and of any demand having been made.

The undersigned waives the right to receive any financing or financing change statement registered by the Bank and any confirmation of registration or verification statement issued where permitted by law.

The undersigned acknowledges receipt of a copy of this Agreement.

DATED this 6 day of December, 2013.

2386174 ONTARIO INCORPORATED

By:
Name: Shahid Mahmood
Title: President

I have authority to bind the corporation.

® Registered trade-marks of Bank of Montreal

Tab S

THIS IS EXHIBIT "S" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

613 (#7) 126

Properties

PIN	28391 - 0182 LT	*Interest/Estate*	Fee Simple
Description	PT S 1/2 LT 25 CON 12 SMITH, PT 1, 45R13947 ; SMITH-ENNISMORE-LAKEFIELD		
Address	2093 BUCKHORN ROAD LAKEFIELD		
PIN	28391 - 0310 LT	*Interest/Estate*	Fee Simple
Description	PT S 1/2 LT 25 CON 12(SMITH) BEING PT 2, 45R13947 ; SMITH-ENNISMORE-LAKEFIELD		
Address	2093 BUCKHORN ROAD LAKEFIELD		

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 2386174 ONTARIO INCORPORATED

Address for Service 2093 Buckhorn Road, Selwyn, Ontario, K0L 1H0

I, Shahid Mahmood, have the authority to bind the corporation.

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

Chargee(s) *Capacity* *Share*

Name BANK OF MONTREAL

Address for Service 100 King Street West, B1 Level, Toronto, Ontario, M5X 1A1

Provisions

Principal	$ 900,000.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate	5.39%		
Payments			
Interest Adjustment Date			
Payment Date	On Demand		
First Payment Date			
Last Payment Date			
Standard Charge Terms	201031		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions

ADDITIONAL PROVISIONS/CLAUSES

For the purpose of this Charge/Mortgage, the terms "Charge", "Chargor" and Chargee" shall also mean "Mortgage", "Mortgagor and "Mortgagee". Property or Lands shall mean the lands (which term shall include all buildings situate thereon, now or in the future) and premises secured hereunder and, if applicable, are the premises described in Box 5 of page 1 of the Charge/Mortgage herein. Headings in this Charge do not form part of the Charge but are used only for easy reference.

NO FURTHER ENCUMBRANCES

THE Mortgagor shall not grant or permit any further mortgages, charges, or encumbrances of any nature to be registered against the Property without the prior consent in writing of the Mortgagee, which may not be unreasonably withheld, and in the event of breach of this covenant the Mortgagee shall be entitled to commence default proceedings.

RECEIVERSHIP

If the Mortgagee becomes entitled to enter into possession of the Property the Mortgagee may in its discretion with or without entering the Property or any part thereof, by writing, appoint a receiver of the Property or any part thereof and of the rents and profits thereof and with or without security and may from time to time remove any receiver with or without appointing another in his stead, and in making such appointment or appointments the Mortgagee shall be deemed to be acting for the Mortgagor. Upon the appointment of any such receiver or receivers from time to time, and subject to the provisions of the instruments appointing such receiver, the following provisions shall apply:

(a)every such receiver may, in the discretion of the Mortgagee and by writing, be vested with all or any of the powers and discretions of the Mortgagee;

(b)every such receiver, so far as concerns the responsibility of his acts or omissions, be deemed the agent or attorney of the Mortgagor and not the agent of the Mortgagee (unless specifically appointed by the Mortgagee as the agent of the Mortgagee);

(c)the appointment of every such receiver by the Mortgagee shall not incur or create any liability on the part of the Mortgagee to the receiver in any respect and such appointment or anything which may be done by any such receiver shall not have the effect of constituting the Mortgagee a mortgagee in possession in respect of the Property or any part thereof;
(d)every receiver shall be the irrevocable agent or attorney of the mortgagor (unless the Mortgagee specifically appoints such receiver as the agent for the Mortgagee) for the collection of all rents falling due in respect of the Property or any part thereof whether in respect of any tenancies created in priority to this mortgage or subsequent thereto;

(e)every such receiver shall from time to time have the power to lease any portion of the Property which may become vacant for such term and subject to such provisions as the receiver may deem advisable or expedient and in so doing every such receiver shall act as the attorney or agent for the Mortgagor (unless specifically appointed by the Mortgagee as the agent or the Mortgagee) and such receiver shall have authority to execute under seal any lease of any such premises in the name of and on behalf of the Mortgagor and the Mortgagor undertakes to ratify and confirm whatever any such receiver may do in the Property;

(f)every such receiver shall have full power to manage, operate, amend, repair, alter or extend the Property or any part thereof in the name of the Mortgagor for the purpose of securing the payment of rental from the Property or any part thereof; and

(g)the Mortgagee may from time to time by writing fix the reasonable remuneration of every such receiver who shall be entitled to deduct the same out of the receipts from the Property or the proceeds thereof. No such receiver shall be liable to the mortgagor to account for monies or damages other than cash received by him in respect of the Property or any part thereof and every such receiver shall apply such cash so received to pay in the following order:

(i)his commission or remuneration as receiver;

(ii)all expenses properly made or incurred by the receiver in connection with the management, operation, amendment, repair, alteration or extension of the Property or any part thereof;

(iii)money which may from time to time be or become charged on the Property in priority to this mortgage, and all taxes, rates, assessments, insurance premiums and every other proper expenditure made or incurred by him in respect of the Property or any part thereof;

(iv)in keeping in good standing all charges on the Property prior to this Mortgage;

(v)the Mortgagee in payment of all interest due or falling due under this Mortgage and the balance to be applied upon principal due and payable and secured by this Mortgage; and

(vi)thereafter any surplus remaining in the hands of every such receiver to the Mortgagor or its assigns.

Signed By

Satwinder Gosal	77 City Centre Drive Suite 700 Mississauga L5B 1M5	acting for Chargor(s)	Signed	2013 12 16

Tel 9058486100
Fax 9058961111

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

Submitted By

RACIOPPO ZUBER COETZEE DIONNE 4 | 77 City Centre Drive Suite 700
Mississauga
L5B 1M5 | 2013 12 16

Tel 9058486100
Fax 9058961111

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 13-2385

Tab T

THIS IS EXHIBIT "T" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

Rev't #6 13C

ASSIGNMENT OF RENTS

THIS ASSIGNMENT dated December 6, 2013

BETWEEN:

2386174 ONTARIO INCORPORATED

(the "Assignor")

AND:

BANK OF MONTREAL

(the "Bank")

WHEREAS:

A. By a Mortgage made between the Assignor and the Bank, which Mortgage is dated December 6, 2013 and was registered in the Land Titles Division of Peterborough on the 16th day of December, 2013, as Instrument No. PE199382, (hereinafter called the "Mortgage") the Assignor did grant and mortgage unto the Bank the lands and premises in the City of Brantford, in the Province of Ontario, and legally described as follows:

All of PIN 28394-0182 (LT)

BEING PT S 1/2 LT 25; CON 12 (SMITH); DESIGNATED AS PART 1, 45R-13947; SMITH-ENNISMORE-LAKEFIELD

All of PIN 28391-0310 (LT)

BEING PT S 1/2 LT 25; CON 12 (SMITH); DESIGNATED AS PART 2, 45R-13947; SMITH-ENNISMORE-LAKEFIELD

(the "Lands and Premises")

to secure payment of $900,000.00 and interest thereon as therein set forth;

B. The Assignor has agreed to assign to the Bank all rents and other monies now due and payable or hereafter to become due and payable under every existing and future lease of and Agreement to Lease the whole or any portion of the Lands and Premises as a further security for the payment of the principal sum and interest secured by the Mortgage and for the performance of the covenants in the Mortgage contained;

NOW THEREFORE in consideration of the premises, the sum of One Dollar ($1.00) now paid by the Bank to the Assignor, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the parties hereto covenant and agree as follows:

1. The Assignor does hereby assign and set over unto the Bank as security for the said principal and interest secured by the Mortgage and for the performance of the covenants in the Mortgage contained all rents and other monies now due and payable or hereafter to become due and payable under every existing and future Lease of and Agreement to Lease the whole or any portion of the Lands and Premises (hereinafter called the "Leases"), together with the benefit of all covenants, agreements and provisos contained in the Leases with full power and authority to demand, collect, sue for, recover, receive and give receipts for the rents and to enforce payment thereof in the name of the Assignor, its successors and assigns.

2. Nothing herein contained shall be deemed to have the effect of making the Bank responsible for the collection of any rents and other monies now due and payable or to become due and payable, or for the performance of any covenants, terms and conditions either by the lessor or by the lessee contained or to be contained in the Leases and the Bank shall not, by virtue of this Assignment, be deemed a Mortgagee in possession of the Lands and Premises or any part thereof.

3. The Bank shall be liable to account for only such monies as shall actually come into its hands by virtue of this Assignment, less collection charges, exigible taxes and costs (including solicitor and client costs). Such monies when so received by the Bank shall be applied on account of the monies from time to time due under the Mortgage and any renewal or extension thereof, or under any agreement collateral thereto.

4. The said rents and other monies now due and payable or hereafter to become due and payable hereunder and other benefits hereby assigned or to be assigned to the Bank are being taken as collateral security

only for the due payment of any sum due under the Mortgage or any renewal or extension thereof or of any Mortgage taken in substitution therefor, either wholly or in part, and none of the rights or remedies of the Bank under the Mortgage shall be delayed or in any way prejudiced by these presents.

5. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with the Assignor or any extension of time for payment or any release of part or parts of the Lands and Premises, or of any collateral security, the said rents and monies now due and payable or hereafter to become due and payable hereunder and other benefits hereby assigned or to be assigned shall continue as collateral security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.

6. The Assignor covenants and agrees from time to time and at all times hereafter, at the request of the Bank, to execute and deliver at the expense of the Assignor such further assurances for the better and more perfectly assigning to the Bank all rents and monies now due and payable or hereafter to become payable hereunder, as the Bank shall reasonably advise.

7. Until default shall have been made in the payment of any installment of principal or of interest as provided in the Mortgage or any renewal or extension thereof or until the breach of any covenants contained in the Mortgage, the Assignor shall be entitled to receive all rents or monies payable under the Leases and shall not be liable to account therefore to the Bank, but immediately upon default in payment of either the principal or interest under the Mortgage, or upon a breach on the part of the Assignor of any of the covenants contained in the Mortgage, and so often as either may occur, the Bank upon notice to the lessee or to any person or persons liable for payment of any rents or monies under the Leases, shall be entitled to all such rents or monies falling due subsequent to the date of service of such notice.

8. Notwithstanding this Assignment, the Assignor shall be solely responsible for performing and complying with all the lessor's covenants and other obligations under the terms of the Leases and shall perform, according to the true intent and meaning thereof, all such the covenants and obligations contained in the Leases so that the rights and remedies of the Bank shall not be in any way delayed or prejudiced.

9. The Bank may, but shall not be bound to, institute proceedings for the purpose of enforcing any Leases or collecting the rents or for the purpose of preserving any rights of the Bank, the Assignor or any other person, firm or corporation in respect of the same.

10. The Bank may waive any default or breach of covenant and shall not be bound to serve any notice as hereinbefore set forth upon the happening of any default or beach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.

11. This Agreement shall enure to and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Assignor has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

2386174 ONTARIO INCORPORATED

Per: ______________________
Name: Shahid Mahmood
Title: President

I have authority to bind the Corporation.

LRO # 45 **Notice Of Assignment Of Rents-General** **Receipted as PE199385 on 2013 12 16 at 16:23**

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

Properties

PIN	28391 - 0182 LT
Description	PT S 1/2 LT 25 CON 12 SMITH, PT 1, 45R13947 ; SMITH-ENNISMORE-LAKEFIELD
Address	LAKEFIELD
PIN	28391 - 0310 LT
Description	PT S 1/2 LT 25 CON 12(SMITH) BEING PT 2, 45R13947 ; SMITH-ENNISMORE-LAKEFIELD
Address	LAKEFIELD

Applicant(s)

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

Name 2386174 ONTARIO INCORPORATED

Address for Service 2093 Buckhorn Road, Selwyn, Ontario, K0L 1H0

I, Shahid Mahmood, have the authority to bind the corporation.

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

Party To(s) *Capacity* *Share*

Name BANK OF MONTREAL

Address for Service 100 King Street West, B1 Level, Toronto, Ontario, M5X 1A1

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, PE199382 registered on 2013/12/16 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Satwinder Gosal — 77 City Centre Drive Suite 700 Mississauga L5B 1M5 — acting for Applicant(s) — Signed — 2013 12 16

Tel 9058486100
Fax 9058961111

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

Satwinder Gosal — 77 City Centre Drive Suite 700 Mississauga L5B 1M5 — acting for Party To(s) — Signed — 2013 12 16

Tel 9058486100
Fax 9058961111

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

Submitted By

RACIOPPO ZUBER COETZEE DIONNE 4 — 77 City Centre Drive Suite 700 Mississauga L5B 1M5 — 2013 12 16

Tel 9058486100
Fax 9058961111

Tab U

THIS IS EXHIBIT “U” TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

134

(13)

BMO Bank of Montreal

Assignment of Moneys which May Become Payable Under Fire Insurance Policies

Bank of Montreal
6605 Hurontario Street, Suite 200
MIssissauga, Ontario
L5T 0A4
Branch

In consideration of the sum of One Dollar, the receipt whereof is hereby acknowledged, all sums of money which may become payable to the undersigned by virtue of policy(ies)

No.(s) ______________________________

dated

issued by ______________________________

for $

respectively, are hereby transferred and assigned to Bank of Montreal and said Bank is hereby authorized to receive and give effectual receipts and discharges therefor.

And the said Insurance Company is hereby notified of the foregoing transfer and assignment and authorization.

This clause applies to the Province of Quebec only

It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Dated at Mississauga the 6 day of, December 2013

To Customer
Please sign and return both copies to the Bank

2386174 Ontario Incorporated
Per:

Shahid Mahmood, President

I have authority to bind the corporation.

The CHARAN (CHARLIE) SINGH consents to the above assignment which is recorded in the books of the Company.

To Insurance Company
Please sign and return this copy, retaining duplicate

x

THE CO-OPERATORS
407-7700 Hurontario St.
Brampton ON L6Y 4M3

(Photocopy: send original and a copy to the insurance company, keep a copy for the file)

the co-operators
A Better Place For You

CONFIRMATION OF INSURANCE

This is to confirm to: Bank Of Montreal
(Name and address) 100 King Street, Toronto, Ontario, M5J 1E3 (1st Mortgagge and Loss Payee)

That policies of insurance as herein described have been issued to the Insured named below and are in force at this date.
Name and address of Insured: 2386174 Ont. Inc. & 2380630 Ont. Inc. O/A Selwyn "E" Store
2093 Buckhorn Rd, Lakefield, Ontario, KOL 2HO

Location and Operations to which this confirmation applies:

Kind of policy	Policy Number	Expiry date YYYY/MM/DD	Amount of insurance
Property Insurance All Risks ☒ Named Perils ☐ Replacement Cost ☒ Flood ☒ Earthquake ☒ Sewer Back up ☒ Equipment Breakdown ☒ Standard Mortgage Clause Incl. ☒ Excl. ☐ Other :	6391958	2014/12/05	**Limit** **Deductible** $900,000 $1000 **Co-Insurance** 90 % Other :
Commercial General Liability Products and/or completed operations Incl. ☒ Excl. ☐ Non-Owned Automobile Incl. ☒ Excl. ☐ Other :			**Each occurrence limit :** $ 3,000,000 **Aggregate limit :** $ 3,000,000 **Tenant's Legal Liability :** $ 3,000,000 **Non-Owned Automobile - limit :** $ 2,000,000 Other: The limits shown may have been reduced by paid claims.
Automobile Liability All vehicles owned a/o leased ☐ *Only described vehicles ☐			**Inclusive limits – Bodily Injury and Property Damage Combined:** $ *Described vehicles:

NOTE :

The insurance afforded is subject to the terms, conditions and exclusion of the applicable policy. This confirmation is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of this Confirmation __30__ days' written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

Date: 05/12/2013 **Authorized Representative of the Insurer:** Charan (Charlie) Singh

Tab V

THIS IS EXHIBIT "V" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

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AF 4

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 2386174 Ontario Incorporated (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Eight Hundred and Twenty Nine Thousand** Dollars **$829,000.00** plus interest thereon at a rate of **5** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of **Ontario** and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause ~~applies to~~ the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les ~~parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.~~

DATED as of 6 December, 2013.

2380630 ONTARIO INC.

By:
Name: Shahid Mahmood
Title: President

I have authority to bind the corporation.

® Registered trade-marks of Bank of Montreal

Tab W

THIS IS EXHIBIT "W" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits
Rachael Belanger

#3

146

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 2386174 Ontario Incorporated (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Eight Hundred and Twenty Nine Thousand** Dollars **$829,000.00** plus interest thereon at a rate of **5** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of **Ontario** and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

~~It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.~~

DATED as of 06 December, 2013.

Witness ____________ Name: Naseem Ahmad

Name SUBHASH JOSHI Barrister, Solicitor & Notary Public (This Notary never expires)

Witness ____________ Name: Nazia Ayyaz

Name

® Registered trade-marks of Bank of Montreal

Tab X

THIS IS EXHIBIT "X" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

(#3) 143

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

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AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

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Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of **Ontario** and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause ~~applies to~~ the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les ~~parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.~~

DATED as of 6 December, 2013.

Witness
Name

SUBHASH JOSHI
Barrister, Solicitor & Notary Public
(This Notary never expires)

Name: Shahid Mahmood

Witness
Name

Name: Bushra Naz

SUBHASH JOSHI
Barrister, Solicitor & Notary Public
(This Notary never expires)

® Registered trade-marks of Bank of Montreal

Tab Y

THIS IS EXHIBIT "Y" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachenel Belanger

BMO Bank of Montreal

Assignment, Postponement and Subordination Agreement

TO: BANK OF MONTREAL

WHEREAS 2386174 Ontario Incorporated (herein called the "**Customer**") is and/or may hereafter become indebted and/or may hereafter become further indebted or liable to the undersigned (herein called the "**Investor**") from time to time or to corporations, partnerships, trusts or other legal entities directly or indirectly owned or controlled by the Investor (such entities being herein called "**Investor Entities**");

AND WHEREAS the Investor has agreed to enter into this agreement in favour of Bank of Montreal (herein called the "**Bank**");

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Investor, including, without limitation, the Bank making advances from time to time to the Customer, accepting bills of exchange issued by the Customer or making other credit accommodations for the benefit of the Customer, the Investor covenants and agrees with the Bank as follows:

1. Subject to the provisions hereof, any and all present and future indebtedness and liability of the Customer to the Investor and to any Investor Entity (all of which present and future indebtedness and liability being herein collectively called "**Investor Indebtedness**") is hereby and shall hereafter be postponed and subordinate to all present and future indebtedness and liability whether actual or contingent of the Customer to the Bank (all of which present and future indebtedness and liability being herein collectively called "**Bank Indebtedness**"); and any and all security now or hereafter held, in whole or in part, by the Investor or any Investor Entity to secure Investor Indebtedness (all of which present and future security being herein called "**Investor Security**") is hereby and shall hereafter be postponed and subordinated to all security now or hereafter held by the Bank to secure Bank Indebtedness or any part thereof (all of which present and future Bank security being called "**Bank Security**").

2. In order to give effect to this agreement, the Investor hereby pledges, assigns, transfers and makes over to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness (i) any and all Investor Indebtedness which the Investor may now or hereafter have against the Customer, and (ii) any and all Investor Security in respect of such Investor Indebtedness, and agrees to cause all Investor Entities which are now or hereafter become a creditor of the Customer to pledge, assign, transfer and make over to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness (y) any and all Investor Indebtedness which such Investor Entities may now or hereafter have against the Customer, and (z) any and all Investor Security in respect of such Investor Indebtedness. The Investor also agrees, and agrees to cause all Investor Entities to agree, to deliver to the Bank all instruments evidencing a right to payment now or hereafter held by the Investor and all Investor Entities as part of the Investor Security or that otherwise relate to the Investor Indebtedness ("**Investor Instruments**") and, to the extent such Investor Instruments are not already part of the Investor Security, hereby pledges, assigns, transfers and makes over such Investor Instruments and the proceeds thereof to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness.

3. The Investor hereby subrogates to the Bank and agrees to cause all Investor Entities to subrogate to the Bank in all the rights of the Investor and all Investor Entities in respect to Investor Indebtedness, including rights under the Investor Security and rights under all Investor Instruments.

4. The security interest hereunder shall become enforceable (i) upon a failure of the Customer to comply with the terms, conditions and covenants of any part of the Bank Indebtedness or upon the occurrence of an event of default that makes any part of the Bank Indebtedness immediately due and payable, or (ii) upon any receivership, bankruptcy, liquidation or winding-up of the Customer, or (iii) upon any realization of any Investor Security. The Investor hereby authorizes the Bank and agrees to cause all Investor Entities to authorize the Bank to collect and receive any dividends or payments which may be payable to the Investor or such Investor Entities upon the security interest hereunder becoming enforceable. In the event that the total amount of Bank Indebtedness at such time is not paid in full, the Investor hereby authorizes the Bank, and agrees to cause all Investor Entities to authorize the Bank, to apply the amount of the dividends or payments so collected by the Bank in payment of the balance of the Bank Indebtedness and any costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the Bank Indebtedness, the surplus, if any, to be paid to the Investor or such Investor Entities.

5. The Investor shall execute all sworn statements of claim, assignments and other documents and do all matters and things which may be required by the Bank from time to time or which may be necessary or advisable to carry this agreement into effect, including such measures as may be required to cause Investor Entities which now or hereafter hold Investor Indebtedness of the Customer to enter into an agreement similar hereto.

6. The Investor irrevocably appoints the Bank (and any of its managers) as attorney of the Investor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Investor, all such further acts, documents, matters and things which the Bank may deem necessary or advisable to accomplish the purposes of this agreement including, without limitation, the execution, endorsement and delivery of any documents, the filing or taking of any claims or actions, and the institution of any proceedings which the Bank determines is necessary or advisable to carry this agreement into effect. All acts of the attorney are hereby ratified and approved, and the attorney will not be liable for any act, failure to act or any other matter or thing, except to the extent caused by its own gross negligence or wilful misconduct. The Investor agrees to cause all Investor Entities which are now or hereafter become a creditor of the Customer to appoint the Bank (and any of its managers) as attorney of the Investor (with full power of substitution) on the same terms.

7. The Investor agrees, and agrees to cause all Investor Entities to agree, that Investor Indebtedness owing on the date hereof and Investor Indebtedness which may hereafter become owing by the Customer to the Investor or to any Investor Entity, shall not be paid, withdrawn or substituted but shall hereafter either be retained by the Customer or be paid to the Bank pursuant to this agreement and that any moneys received by the Investor or by any Investor Entity or by any agent on account of any of the Investor Indebtedness shall be held in trust for the Bank, without being used, and forthwith paid to the Bank, except only to the extent that payments or repayments by the Customer to the Investor or Investor Entities are specifically permitted by this agreement.

8. Subject to the provisions of Paragraph 11 of this agreement, payment of reasonable interest by the Customer on the Investor Indebtedness is permitted; but, for greater certainty, repayment of principal is not permitted, unless otherwise expressly provided for in another provision of this agreement.

9. **This Paragraph 9 is applicable only if the Bank has inserted an amount in the blank herein, and shall otherwise be of no force or effect.** Subject to the provisions of Paragraph 11 of this agreement, repayment of principal owed by the Customer pursuant to the Investor Indebtedness in accordance with the terms thereof is permitted if, but only if, the aggregate Investor Indebtedness is at the time of such repayment not less than $_____ (the "**Minimum Amount**"), and no repayment shall be permitted or shall be deemed to be permitted hereunder which would cause the aggregate Investor Indebtedness to be less than the Minimum Amount.

10. **This Paragraph 10 is applicable only if (a) no amount has been inserted in the blank in Paragraph 9 above and (b) the Customer is subject to Affected Covenants, as defined below, and shall otherwise be of no force or effect.** Subject to the provisions of Paragraph 11 of this agreement, repayment of principal owed by the Customer pursuant to the Investor Indebtedness in accordance with the terms thereof is permitted if, but only if, the Customer is at the time of such repayment in compliance with any financial covenants in favour of the Bank then in force which are calculated with reference to the Investor Indebtedness which is postponed, assigned and subordinated by this agreement (the "**Affected Covenants**"), and no payment shall be permitted or shall be deemed to be permitted hereunder which would cause a breach of any of the Affected Covenants. The Investor, on its own behalf and on behalf of the Investor Entities, hereby (i) acknowledges that the determination of whether any particular financial covenant of the Customer in favour of the Bank is an Affected Covenant may be made in the sole discretion of the Bank and (ii) represents and warrants to and agrees with the Bank that it is familiar with the terms of the Affected Covenants, if any, in place as at the date of this agreement and that it will confirm the status of existing or future Affected Covenants with the Customer prior to any future repayment of Investor Indebtedness.

11. Payments or permitted repayments, if any, pursuant to Paragraphs 8, 9 or 10 of this agreement, may be made only (a) while the security interest referred to in Paragraph 4 of this agreement has not become enforceable in accordance with the terms thereof, (b) while the Customer is in compliance with the terms, conditions and covenants in respect of the Bank Indebtedness, and (c) subject to the Bank's verification procedures in respect of compliance by the Investor, the Investor Entities and the Customer with the terms hereof and with the terms, conditions and covenants in respect of the Bank Indebtedness, and the Investor, the Investor Entities and the Customer each agree to respond promptly to any request received from the Bank for information required to confirm such compliance.

12. Except with the prior written consent of the Bank, the Investor shall not assign or hypothecate and will cause any Investor Entity not to assign or hypothecate any Investor Indebtedness or any part thereof or any Investor Security or any part thereof to any other party or ask for or obtain any negotiable paper or other instrument evidencing a right to payment or other evidence of the same.

13. The covenants and agreements herein contained shall extend to and be binding upon, and enure to the benefit of, the successors and assigns of the Investor and the Bank.

14. This agreement shall be construed pursuant to and governed by the laws applicable in the province wherein the Branch of the Bank where the Customer's account is kept is located.

15. The Investor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

16. The Investor acknowledges receipt of a copy of this agreement.

17. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

[Signature page follows]

Dated as of this ______6______ day of December, 2013 (year).

Witness Name	____________	Name: Shahid Mahmood
Witness Name	____________	Name: Naseem Ahmad
Witness Name	____________	Name: Muhammad Sadik Qadri

TO: BANK OF MONTREAL

We acknowledge receipt of notice in writing of the terms and conditions contained in the foregoing agreement and we agree to comply therewith. We shall not make any payment to the Investor or to any Investor Entity except as therein provided.

Dated as of this ______6______ day of December, 2013 (year).

2380630 ONTARIO INC.

By: ____________
Name: Shahid Mahmood
Title: President

I have authority to bind the corporation

BMO Bank of Montreal

Assignment, Postponement and Subordination Agreement

TO: BANK OF MONTREAL

WHEREAS 2386174 Ontario Incorporated (herein called the "**Customer**") is and/or may hereafter become indebted and/or may hereafter become further indebted or liable to the undersigned (herein called the "**Investor**") from time to time or to corporations, partnerships, trusts or other legal entities directly or indirectly owned or controlled by the Investor (such entities being herein called "**Investor Entities**");

AND WHEREAS the Investor has agreed to enter into this agreement in favour of Bank of Montreal (herein called the "**Bank**");

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Investor, including, without limitation, the Bank making advances from time to time to the Customer, accepting bills of exchange issued by the Customer or making other credit accommodations for the benefit of the Customer, the Investor covenants and agrees with the Bank as follows:

1. Subject to the provisions hereof, any and all present and future indebtedness and liability of the Customer to the Investor and to any Investor Entity (all of which present and future indebtedness and liability being herein collectively called "**Investor Indebtedness**") is hereby and shall hereafter be postponed and subordinate to all present and future indebtedness and liability whether actual or contingent of the Customer to the Bank (all of which present and future indebtedness and liability being herein collectively called "**Bank Indebtedness**"); and any and all security now or hereafter held, in whole or in part, by the Investor or any Investor Entity to secure Investor Indebtedness (all of which present and future security being herein called "**Investor Security**") is hereby and shall hereafter be postponed and subordinated to all security now or hereafter held by the Bank to secure Bank Indebtedness or any part thereof (all of which present and future Bank security being called "**Bank Security**").

2. In order to give effect to this agreement, the Investor hereby pledges, assigns, transfers and makes over to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness (i) any and all Investor Indebtedness which the Investor may now or hereafter have against the Customer, and (ii) any and all Investor Security in respect of such Investor Indebtedness, and agrees to cause all Investor Entities which are now or hereafter become a creditor of the Customer to pledge, assign, transfer and make over to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness (y) any and all Investor Indebtedness which such Investor Entities may now or hereafter have against the Customer, and (z) any and all Investor Security in respect of such Investor Indebtedness. The Investor also agrees, and agrees to cause all Investor Entities to agree, to deliver to the Bank all instruments evidencing a right to payment now or hereafter held by the Investor and all Investor Entities as part of the Investor Security or that otherwise relate to the Investor Indebtedness ("**Investor Instruments**") and, to the extent such Investor Instruments are not already part of the Investor Security, hereby pledges, assigns, transfers and makes over such Investor Instruments and the proceeds thereof to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness.

3. The Investor hereby subrogates to the Bank and agrees to cause all Investor Entities to subrogate to the Bank in all the rights of the Investor and all Investor Entities in respect to Investor Indebtedness, including rights under the Investor Security and rights under all Investor Instruments.

4. The security interest hereunder shall become enforceable (i) upon a failure of the Customer to comply with the terms, conditions and covenants of any part of the Bank Indebtedness or upon the occurrence of an event of default that makes any part of the Bank Indebtedness immediately due and payable, or (ii) upon any receivership, bankruptcy, liquidation or winding-up of the Customer, or (iii) upon any realization of any Investor Security. The Investor hereby authorizes the ~~Bank and agrees to cause all Investor Entities to authorize the Bank to collect and receive any dividends or payments which~~ may be payable to the Investor or such Investor Entities upon the security interest hereunder becoming enforceable. In the event that the total amount of Bank Indebtedness at such time is not paid in full, the Investor hereby authorizes the Bank, and agrees to cause all Investor Entities to authorize the Bank, to apply the amount of the dividends or payments so collected by the Bank in payment of the balance of the Bank Indebtedness and any costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the Bank Indebtedness, the surplus, if any, to be paid to the Investor or such Investor Entities.

5. The Investor shall execute all sworn statements of claim, assignments and other documents and do all matters and things which may be required by the Bank from time to time or which may be necessary or advisable to carry this agreement into effect, including such measures as may be required to cause Investor Entities which now or hereafter hold Investor Indebtedness of the Customer to enter into an agreement similar hereto.

6. The Investor irrevocably appoints the Bank (and any of its managers) as attorney of the Investor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Investor, all such further acts, documents, matters and things which the Bank may deem necessary or advisable to accomplish the purposes of this agreement including, without limitation, the execution, endorsement and delivery of any documents, the filing or taking of any claims or actions, and the institution of any proceedings which the Bank determines is necessary or advisable to carry this agreement into effect. All acts of the attorney are hereby ratified and approved, and the attorney will not be liable for any act, failure to act or any other matter or thing, except to the extent caused by its own gross negligence or wilful misconduct. The Investor agrees to cause all Investor Entities which are now or hereafter become a creditor of the Customer to appoint the Bank (and any of its managers) as attorney of the Investor (with full power of substitution) on the same terms.

7. The Investor agrees, and agrees to cause all Investor Entities to agree, that Investor Indebtedness owing on the date hereof and Investor Indebtedness which may hereafter become owing by the Customer to the Investor or to any Investor Entity, shall not be paid, withdrawn or substituted but shall hereafter either be retained by the Customer or be paid to the Bank pursuant to this agreement and that any moneys received by the Investor or by any Investor Entity or by any agent on account of any of the Investor Indebtedness shall be held in trust for the Bank, without being used, and forthwith paid to the Bank, except only to the extent that payments or repayments by the Customer to the Investor or Investor Entities are specifically permitted by this agreement.

8. Subject to the provisions of Paragraph 11 of this agreement, payment of reasonable interest by the Customer on the Investor Indebtedness is permitted; but, for greater certainty, repayment of principal is not permitted, unless otherwise expressly provided for in another provision of this agreement.

9. **This Paragraph 9 is applicable only if the Bank has inserted an amount in the blank herein, and shall otherwise be of no force or effect.** Subject to the provisions of Paragraph 11 of this agreement, repayment of principal owed by the Customer pursuant to the Investor Indebtedness in accordance with the terms thereof is permitted if, but only if, the aggregate Investor Indebtedness is at the time of such repayment not less than $_____ (the "**Minimum Amount**"), and no repayment shall be permitted or shall be deemed to be permitted hereunder which would cause the aggregate Investor Indebtedness to be less than the Minimum Amount.

10. **This Paragraph 10 is applicable only if (a) no amount has been inserted in the blank in Paragraph 9 above and (b) the Customer is subject to Affected Covenants, as defined below, and shall otherwise be of no force or effect.** Subject to the provisions of Paragraph 11 of this agreement, repayment of principal owed by the Customer pursuant to the Investor Indebtedness in accordance with the terms thereof is permitted if, but only if, the Customer is at the time of such repayment in compliance with any financial covenants in favour of the Bank then in force which are calculated with reference to the Investor Indebtedness which is postponed, assigned and subordinated by this agreement (the "**Affected Covenants**"), and no payment shall be permitted or shall be deemed to be permitted hereunder which would cause a breach of any of the Affected Covenants. The Investor, on its own behalf and on behalf of the Investor Entities, hereby (i) acknowledges that the determination of whether any particular financial covenant of the Customer in favour of the Bank is an Affected Covenant may be made in the sole discretion of the Bank and (ii) represents and warrants to and agrees with the Bank that it is familiar with the terms of the Affected Covenants, if any, in place as at the date of this agreement and that it will confirm the status of existing or future Affected Covenants with the Customer prior to any future repayment of Investor Indebtedness.

11. Payments or permitted repayments, if any, pursuant to Paragraphs 8, 9 or 10 of this agreement, may be made only (a) while the security interest referred to in Paragraph 4 of this agreement has not become enforceable in accordance with the terms thereof, (b) while the Customer is in compliance with the terms, conditions and covenants in respect of the Bank Indebtedness, and (c) subject to the Bank's verification procedures in respect of compliance by the Investor, the Investor Entities and the Customer with the terms hereof and with the terms, conditions and covenants in respect of the Bank Indebtedness, and the Investor, the Investor Entities and the Customer each agree to respond promptly to any request received from the Bank for information required to confirm such compliance.

12. Except with the prior written consent of the Bank, the Investor shall not assign or hypothecate and will cause any Investor Entity not to assign or hypothecate any Investor Indebtedness or any part thereof or any Investor Security or any part thereof to any other party or ask for or obtain any negotiable paper or other instrument evidencing a right to payment or other evidence of the same.

13. The covenants and agreements herein contained shall extend to and be binding upon, and enure to the benefit of, the successors and assigns of the Investor and the Bank.

14. This agreement shall be construed pursuant to and governed by the laws applicable in the province wherein the Branch of the Bank where the Customer's account is kept is located.

15. The Investor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

16. The Investor acknowledges receipt of a copy of this agreement.

17. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

[Signature page follows]

Dated as of this 6 day of December, 2013 (year).

Witness
Name

Witness
Name

Witness
Name

Name: Shahid Mahmood

Name: Naseem Ahmad

Name: Muhammad Sadik Qadri

TO: BANK OF MONTREAL

We acknowledge receipt of notice in writing of the terms and conditions contained in the foregoing agreement and we agree to comply therewith. We shall not make any payment to the Investor or to any Investor Entity except as therein provided.

Dated as of this 6 day of December, 2013 (year).

2386174 ONTARIO INCORPORATED

By:
Name: Shahid Mahmood
Title: President

I have authority to bind the corporation

Tab Z

THIS IS EXHIBIT "Z" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

RUN NUMBER : 155
RUN DATE : 2018/06/04
ID : 20180604134814.90

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

REPORT : PSSR060
PAGE : 1
(7009)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2380630 ONTARIO INC.

FILE CURRENCY : 03JUN 2018

ENQUIRY NUMBER 20180604134814.90 CONTAINS 5 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CYBERBAHN, A THOMSON REUTERS BUSINESS

333 BAY STREET, STE. 400
TORONTO ON M5H 2R2

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crfj4 11/2017)

CONTINUED... 2

Ontario

153

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2380630 ONTARIO INC.
FILE CURRENCY : 03JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
733846491

01

CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001		001		20171109 1254 1862 8612	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	2380630 ONTARIO INC.				ONTARIO CORPORATION NO. 002380630	
04		ADDRESS	2093 BUCKHORN ROAD		SELWYN		ON	K0L 1H0

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	2380630 ONTARIO INC.				ONTARIO CORPORATION NO. 002380630	
07		ADDRESS	11 MAROTTA AVENUE		BRAMPTON		ON	L6X 4W8

08	SECURED PARTY / LIEN CLAIMANT	BANK OF MONTREAL			
09	ADDRESS	100 KING STREET WEST, B1 LEVEL	TORONTO	ON	M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		BORDEN LADNER GERVAIS LLP			
17		ADDRESS	22 ADELAIDE ST W, BAC EAST TOWER	TORONTO	ON	M5H 4E3

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2017)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2380630 ONTARIO INC.
FILE CURRENCY : 03JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
692356626

01
CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001		002		20121204 1444 1862 0553	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2386174 ONTARIO INCORPORATED — ONTARIO CORPORATION NO. 002386174
04 ADDRESS: 2093 BUCKHORN ROAD, SELWYN, ON, K0L 1H0

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: 2380630 ONTARIO INC. — ONTARIO CORPORATION NO. 002380630
07 ADDRESS: 2093 BUCKHORN ROAD, SELWYN, ON, K0L 1H0

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL
09 ADDRESS: 100 KING STREET WEST, B1 LEVEL, TORONTO, ONT, M5X 1A1

COLLATERAL CLASSIFICATION

10
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X	X	X	X	X				

11 MOTOR
12 VEHICLE
YEAR	MAKE	MODEL	V.I.N.

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: RZCD LAW FIRM LLP (SG)
17 ADDRESS: 77 CITY CENTRE DRIVE, SUITE 700, MISSISSAUGA, ON, L5B 1M5

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2017)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2380630 ONTARIO INC.
FILE CURRENCY : 03JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
692356626

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20131204 1444 1862 0553		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	2386174 ONTARIO INCORPORATED				
							ONTARIO CORPORATION NO. 002386174
04		ADDRESS	11 MAROTTA AVENUE			BRAMPTON	ON L6X 4W9

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME	2380630 ONTARIO INC.				
							ONTARIO CORPORATION NO. 002380630
07		ADDRESS	11 MAROTTA AVENUE			BRAMPTON	ON L6X 4W9

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2017)

Ontario

RUN NUMBER : 155
RUN DATE : 2018/06/04
ID : 20180604134814.90

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2380630 ONTARIO INC.
FILE CURRENCY : 03JUN 2018

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
733846491	20171109 1254 1862 8612			
692356626	20131204 1444 1862 0553			

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

CERTIFIED BY/CERTIFIÉES PAR
Barbara Rachitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crlj4 11/2017)

Ontario

157

Tab AA

THIS IS EXHIBIT "AA" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

RUN NUMBER : 155
RUN DATE : 2018/06/04
ID : 20180604134826.90

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

REPORT : PSSR060
PAGE : 1
(7014)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2386174 ONTARIO INCORPORATED

FILE CURRENCY : 03JUN 2018

ENQUIRY NUMBER 20180604134826.90 CONTAINS 5 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CYBERBAHN, A THOMSON REUTERS BUSINESS

333 BAY STREET, STE. 400
TORONTO ON M5H 2R2

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj4 11/2017)

CONTINUED... 2

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2386174 ONTARIO INCORPORATED
FILE CURRENCY : 03JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 733816509

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		001		20171109 1254 1862 8613	P PPSA	5

			DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR					
03	NAME	BUSINESS NAME	2386174 ONTARIO INCORPORATED			ONTARIO CORPORATION NO. 002386174
04		ADDRESS	2093 BUCKHORN ROAD	SELWYN	ON	K0L 1H0

			DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR					
06	NAME	BUSINESS NAME	2386174 ONTARIO INCORPORATED			ONTARIO CORPORATION NO. 002386174
07		ADDRESS	11 MAROTTA AVENUE	BRAMPTON	ON	L6X 4W9

08	SECURED PARTY / LIEN CLAIMANT		BANK OF MONTREAL			
09		ADDRESS	100 KING STREET WEST, B1 LEVEL	TORONTO	ON	M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		BORDEN LADNER GERVAIS LLP			
17		ADDRESS	22 ADELAIDE ST W, BAC EAST TOWER	TORONTO	ON	M5H 4E3

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2017)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2386174 ONTARIO INCORPORATED
FILE CURRENCY : 03JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER: 692356626

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		002		20131204 1444 1862 0553	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2386174 ONTARIO INCORPORATED — ONTARIO CORPORATION NO. 002386174
04 ADDRESS: 2093 BUCKHORN ROAD SELWYN ON K0L 1H0

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: 2380630 ONTARIO INC. — ONTARIO CORPORATION NO. 002380630
07 ADDRESS: 2093 BUCKHORN ROAD SELWYN ON K0L 1H0

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL
09 ADDRESS: 100 KING STREET WEST, B1 LEVEL TORONTO ONT M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: RZCD LAW FIRM LLP (SG)
17 ADDRESS: 77 CITY CENTRE DRIVE, SUITE 700 MISSISSAUGA ON L5B 1M5

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2017)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2386174 ONTARIO INCORPORATED
FILE CURRENCY : 03JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
652356625

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20131204 1444 1862 0553		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	2386174 ONTARIO INCORPORATED		
					ONTARIO CORPORATION NO. 002386174
04		ADDRESS	11 MAROTTA AVENUE	BRAMPTON	ON L6X 4W9

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME	2380630 ONTARIO INC.		
					ONTARIO CORPORATION NO. 002380630
07		ADDRESS	11 MAROTTA AVENUE	BRAMPTON	ON L6X 4W9

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(e)1k 11/2017)

Ontario

162

RUN NUMBER : 155
RUN DATE : 2018/06/04
ID : 20180604134826.90

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

REPORT : PSSR060
PAGE : 5
(7018)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2386174 ONTARIO INCORPORATED
FILE CURRENCY : 03JUN 2018

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
733846509	20171109 1254 1862 8613			
692356626	20131204 1444 1862 0553			

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

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj4 11/2017)

Ontario

163

Tab BB

THIS IS EXHIBIT "BB" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #45

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

28391-0310 (LT)

PREPARED FOR PETRA
ON 2018/06/01 AT 09:54:42

teranet express

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

PROPERTY DESCRIPTION: PT S 1/2 LT 25 CON 12(SMITH) BEING PT 2, 45R13947; TOWNSHIP OF SELWYN

PROPERTY REMARKS: LAND DIVISION COMMITTEE CONSENT ATTACHED TO PE46385.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 28391-0282

PIN CREATION DATE:
2007/01/09

OWNERS' NAMES
2386174 ONTARIO INCORPORATED

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2007/01/09 ***						
***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: 1999/12/13 ***						
R164048	1966/09/21	BYLAW				C
PE5883	2004/07/09	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1213847 ONTARIO LIMITED	BANK OF MONTREAL	
45R13947	2006/12/05	PLAN REFERENCE				C
PE46385	2006/12/22	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 1213847 ONTARIO LIMITED	1213847 ONTARIO LIMITED	
REMARKS: LAND DIVISION COMMITTEE CONSENT						
PE148484	2011/06/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: PE5883.						
PE199377	2013/12/16	TRANSFER	$1,275,000	1213847 ONTARIO LIMITED	2386174 ONTARIO INCORPORATED	C
REMARKS: PLANNING ACT STATEMENTS.						
PE199382	2013/12/16	CHARGE	$900,000	2386174 ONTARIO INCORPORATED	BANK OF MONTREAL	C

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.

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #45

28391-0310 (LT)

PREPARED FOR PETRA
ON 2018/06/01 AT 09:54:42

teranet express

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PE199385	2013/12/16	NO ASSGN RENT GEN		2386174 ONTARIO INCORPORATED	BANK OF MONTREAL	C
REMARKS: PE199382						
PE211660	2014/09/03	NOTICE		2386174 ONTARIO INCORPORATED	THE CORPORATION OF THE TOWNSHIP OF SELWYN	C
PE282120	2017/12/05	CHARGE	$800,000	2386174 ONTARIO INCORPORATED	2568985 ONTARIO INC	C

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.

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #45

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

28391-0182 (LT)

PREPARED FOR PETRA
ON 2018/06/01 AT 09:54:40

teranet eXpress

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

PROPERTY DESCRIPTION: PT S 1/2 LT 25 CON 12 SMITH, PT 1, 45R13947; TOWNSHIP OF SELWYN

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1999/12/13

OWNERS' NAMES
2386174 ONTARIO INCORPORATED

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/12/13 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/12/13						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/12/10 **						
**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: 1999/12/13 **						
R164048	1966/09/21	BYLAW				C
R642862	1997/10/01	TRANSFER		*** COMPLETELY DELETED ***	1213847 ONTARIO LIMITED	
R642863	1997/10/01	CHARGE		*** COMPLETELY DELETED ***	454002 ONTARIO LTD	
PE5883	2004/07/09	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1213847 ONTARIO LIMITED	BANK OF MONTREAL	
PE18233	2005/04/29	DISCH PART CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: PE5883						
PE18234	2005/04/29	CHARGE		*** COMPLETELY DELETED ***		

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

LAND REGISTRY OFFICE #45

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

28391-0182 (LT)

PREPARED FOR PETRA
ON 2018/06/01 AT 09:54:40

teranet express

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				1213847 ONTARIO LIMITED	BANK OF MONTREAL	
45R13947	2006/12/05	PLAN REFERENCE				C
PE46385	2006/12/22	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 1213847 ONTARIO LIMITED	1213847 ONTARIO LIMITED	
REMARKS: LAND DIVISION COMMITTEE CONSENT						
45R14995	2010/05/31	PLAN REFERENCE				C
PE199377	2013/12/16	TRANSFER	$1,275,000	1213847 ONTARIO LIMITED	2386174 ONTARIO INCORPORATED	C
REMARKS: PLANNING ACT STATEMENTS.						
PE199382	2013/12/16	CHARGE	$900,000	2386174 ONTARIO INCORPORATED	BANK OF MONTREAL	C
PE199385	2013/12/16	NO ASSGN RENT GEN		2386174 ONTARIO INCORPORATED	BANK OF MONTREAL	C
REMARKS: PE199382						
PE199406	2013/12/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** 454002 ONTARIO LTD		
REMARKS: R642863.						
PE199623	2013/12/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: PE18234.						
PE211660	2014/09/03	NOTICE		2386174 ONTARIO INCORPORATED	THE CORPORATION OF THE TOWNSHIP OF SELWYN	C
PE282120	2017/12/05	CHARGE	$800,000	2386174 ONTARIO INCORPORATED	2568985 ONTARIO INC	C

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.

Tab CC

THIS IS EXHIBIT "CC" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

CORPORATION DOCUMENT LIST

Ontario Corporation Number
2568985

Corporation Name
2568985 ONTARIO INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
BCA	ARTICLES OF INCORPORATION	1	2017/03/28	(ELECTRONIC FILING)

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

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

CORPORATION PROFILE REPORT

Ontario Corp Number
2568985

Corporation Name
2568985 ONTARIO INC.

Incorporation Date
2017/03/28

Jurisdiction
ONTARIO

Corporation Type
ONTARIO BUSINESS CORP.

Corporation Status
ACTIVE

Former Jurisdiction
NOT APPLICABLE

Registered Office Address
BUSHRA MIRZA
145 ELGIN MILLS RD W

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Amalgamated
NOT APPLICABLE

Amalgamation Ind.
NOT APPLICABLE

New Amal. Number
NOT APPLICABLE

Notice Date
NOT APPLICABLE

Letter Date
NOT APPLICABLE

Mailing Address
NOT AVAILABLE

Revival Date
NOT APPLICABLE

Continuation Date
NOT APPLICABLE

Transferred Out Date
NOT APPLICABLE

Cancel/Inactive Date
NOT APPLICABLE

EP Licence Eff.Date
NOT APPLICABLE

EP Licence Term.Date
NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00001	NOT APPLICABLE	NOT APPLICABLE

Activity Classification
NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2568985	2568985 ONTARIO INC.

Corporate Name History	Effective Date
2568985 ONTARIO INC.	2017/03/28

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:
Name (Individual / Corporation)

BUSHRA

MIRZA

Address

145 ELGIN MILLS RD W

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began	First Director	
2017/03/28	YES	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2568985	2568985 ONTARIO INC.

Last Document Recorded

Act/Code	Description	Form	Date
BCA	ARTICLES OF INCORPORATION	1	2017/03/28 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Tab DD

THIS IS EXHIBIT "DD" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2386174 Ontario Incorporated
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2386174 Ontario Incorporated
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013, a Pledge of Instrument and Assignment dated December 6, 2013, an Assignment of Rents dated December 6, 2013, an Assignment of Monies which May Become Payable Under Fire Insurance Policies dated December 6, 2013 and a First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00 (collectively, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The Company is in breach of the terms of the Loan Agreement as the Company has failed to pay amounts owing to BMO pursuant to Section 9(a)(i) the Loan Agreement, on the date that same became due. As a result, the Company is in default of its obligations under the Loan Agreement and the Security. Pursuant to Section 9 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is

entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7143034: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2386174 Ontario Incorporated**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2386174 Ontario Incorporated**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2017;

   Pledge of Instrument and Assignment of Proceeds granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Rents granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Monies which May Become Payable Under Fire Insurance Policies granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013; and

   First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $731,991.75 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: Roger Jaipargas
Title: Partner

Tab EE

THIS IS EXHIBIT "EE" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2380630 Ontario Inc.
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2380630 Ontario Inc.
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Guarantee of Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**").

We also refer to your Guarantee dated as of December 6, 2013 (the "**Guarantee**") in respect of the Company's obligations under the Loan Agreement. Your obligations under the Guarantee are secured by a Security Agreement dated as of December 6, 2013 and are payable on demand in accordance with the terms therein. The Company is in default of its obligations to BMO under the Loan Agreement and related security and BMO has demanded payment from the Company. Enclosed herewith is a copy of the demand letter, together with a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) that was sent to the Company.

Borden Ladner Gervais

On behalf of BMO, we hereby demand payment from you pursuant to the Guarantee of the Indebtedness, together with all costs and fees incurred by BMO and all interest accruing up to and including the date of payment, in accordance with the terms therein. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not made forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7155050: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2380630 Ontario Inc.**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2380630 Ontario Inc.**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2017.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $731,991.75 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: Roger Jaipargas
Title: Partner

TO: Bank of Montreal

2380630 Ontario Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at________________ this ________day of ____________, 2017.

2380630 ONTARIO INC.

____
Name:
Title:

I am authorized to bind the company

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2386174 Ontario Incorporated
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2386174 Ontario Incorporated
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013, a Pledge of Instrument and Assignment dated December 6, 2013, an Assignment of Rents dated December 6, 2013, an Assignment of Monies which May Become Payable Under Fire Insurance Policies dated December 6, 2013 and a First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00 (collectively, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The Company is in breach of the terms of the Loan Agreement as the Company has failed to pay amounts owing to BMO pursuant to Section 9(a)(i) the Loan Agreement, on the date that same became due. As a result, the Company is in default of its obligations under the Loan Agreement and the Security. Pursuant to Section 9 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is

entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7143034: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2386174 Ontario Incorporated**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2386174 Ontario Incorporated**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal (**"BMO"**), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2017;

   Pledge of Instrument and Assignment of Proceeds granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Rents granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Monies which May Become Payable Under Fire Insurance Policies granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013; and

   First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $731,991.75 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: ROGER JAIPARGAS
Title: PARTNER

TO: Bank of Montreal

2386174 Ontario Incorporated hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at ________________ this ________ day of ____________, 2017.

2386174 ONTARIO INCORPORATED

____

Name:
Title:

I am authorized to bind the company

Tab FF

THIS IS EXHIBIT "FF" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

Bushra Naz
3053 Finch Avenue West
Toronto, Ontario
M9M 0A6

Dear Sir:

Re: Guarantee of Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**").

We also refer to your Guarantees dated as of December 6, 2013 and August 21, 2015 (together, the "**Guarantees**") in respect of the Company's obligations under the Loan Agreement. The Company is in default of its obligations to BMO under the Loan Agreement and related security and BMO has demanded payment from the Company. Enclosed herewith is a copy of the demand letter, together with a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) that was sent to the Company.

On behalf of BMO, we hereby demand payment from you pursuant to the Guarantees of the Indebtedness, together with all costs and fees incurred by BMO and all interest accruing up to and including the date of payment, in accordance with the terms therein. Payment of the

Indebtedness is to be made forthwith to BMO. If payment is not made forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof.

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7166829: v2

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2380630 Ontario Inc.
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2380630 Ontario Inc.
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013 and a Pledge of Instrument and Assignment of Proceeds dated December 6, 2013 (together, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The obligations under the Loan Agreement are payable on demand. Pursuant to Section 4.01 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

Borden Ladner Gervais

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7141439: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2380630 Ontario Inc.**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2380630 Ontario Inc.**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2017; and

   Pledge of Instrument and Assignment of Proceeds granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2013.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $15,092.27 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: Roger Jaipargas
Title: Partner

TO: Bank of Montreal

2380630 Ontario Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at________________ this ________day of ____________, 2017.

2380630 ONTARIO INC.

____
Name:
Title:

I am authorized to bind the company

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

Shahid Mahmood
3053 Finch Avenue West
Toronto, Ontario
M9M 0A6

Dear Sir:

Re: Guarantee of Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**").

We also refer to your Guarantees dated as of December 6, 2013 and August 21, 2015 (together, the "**Guarantees**") in respect of the Company's obligations under the Loan Agreement. The Company is in default of its obligations to BMO under the Loan Agreement and related security and BMO has demanded payment from the Company. Enclosed herewith is a copy of the demand letter, together with a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) that was sent to the Company.

On behalf of BMO, we hereby demand payment from you pursuant to the Guarantees of the Indebtedness, together with all costs and fees incurred by BMO and all interest accruing up to and including the date of payment, in accordance with the terms therein. Payment of the

Indebtedness is to be made forthwith to BMO. If payment is not made forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof.

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7154821: v3

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2380630 Ontario Inc.
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2380630 Ontario Inc.
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013 and a Pledge of Instrument and Assignment of Proceeds dated December 6, 2013 (together, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The obligations under the Loan Agreement are payable on demand. Pursuant to Section 4.01 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7141439: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2380630 Ontario Inc.**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2380630 Ontario Inc.**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal (**"BMO"**), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2017; and

   Pledge of Instrument and Assignment of Proceeds granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2013.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $15,092.27 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: Roger Jaipargas
Title: Partner

TO: **Bank of Montreal**

2380630 Ontario Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at ________________ this ________ day of ____________, 2017.

2380630 ONTARIO INC.

____
Name:
Title:

I am authorized to bind the company

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

Naseem Ahmad
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sir:

Re: Guarantee of Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**").

We also refer to your Guarantees dated as of December 6, 2013 and August 21, 2015 (together, the "**Guarantees**") in respect of the Company's obligations under the Loan Agreement. The Company is in default of its obligations to BMO under the Loan Agreement and related security and BMO has demanded payment from the Company. Enclosed herewith is a copy of the demand letter, together with a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) that was sent to the Company.

On behalf of BMO, we hereby demand payment from you pursuant to the Guarantees of the Indebtedness, together with all costs and fees incurred by BMO and all interest accruing up to and including the date of payment, in accordance with the terms therein. Payment of the

Borden Ladner Gervais

Indebtedness is to be made forthwith to BMO. If payment is not made forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof.

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7166766: v2

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2380630 Ontario Inc.
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2380630 Ontario Inc.
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013 and a Pledge of Instrument and Assignment of Proceeds dated December 6, 2013 (together, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The obligations under the Loan Agreement are payable on demand. Pursuant to Section 4.01 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

Borden Ladner Gervais

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7141439: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2380630 Ontario Inc.**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2380630 Ontario Inc.**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2017; and

   Pledge of Instrument and Assignment of Proceeds granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2013.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $15,092.27 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: Roger Jaipargas
Title: Partner

TO: Bank of Montreal

2380630 Ontario Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at________________ this ________day of ____________, 2017.

2380630 ONTARIO INC.

____

Name:
Title:

I am authorized to bind the company

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

Nazia Ayyaz
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sir:

Re: Guarantee of Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**").

We also refer to your Guarantees dated as of December 6, 2013 and August 21, 2015 (together, the "**Guarantees**") in respect of the Company's obligations under the Loan Agreement. The Company is in default of its obligations to BMO under the Loan Agreement and related security and BMO has demanded payment from the Company. Enclosed herewith is a copy of the demand letter, together with a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) that was sent to the Company.

On behalf of BMO, we hereby demand payment from you pursuant to the Guarantees of the Indebtedness, together with all costs and fees incurred by BMO and all interest accruing up to and including the date of payment, in accordance with the terms therein. Payment of the

Borden Ladner Gervais

Indebtedness is to be made forthwith to BMO. If payment is not made forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof.

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7166856: v2

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2380630 Ontario Inc.
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2380630 Ontario Inc.
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013 and a Pledge of Instrument and Assignment of Proceeds dated December 6, 2013 (together, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

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As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

Borden Ladner Gervais

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7141439: v2

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2380630 Ontario Inc.**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2380630 Ontario Inc.**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal (**"BMO"**), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2017; and

   Pledge of Instrument and Assignment of Proceeds granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2013.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $15,092.27 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: Roger Jaipargas
Title: Partner

TO: Bank of Montreal

2380630 Ontario Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at_______________ this _______day of ___________, 2017.

2380630 ONTARIO INC.

____

Name:
Title:

I am authorized to bind the company

Tab GG

THIS IS EXHIBIT "GG" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2380630 Ontario Inc.
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2380630 Ontario Inc.
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013 and a Pledge of Instrument and Assignment of Proceeds dated December 6, 2013 (together, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The obligations under the Loan Agreement are payable on demand. Pursuant to Section 4.01 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7141439: v2

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2380630 Ontario Inc.**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2380630 Ontario Inc.**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2017; and

   Pledge of Instrument and Assignment of Proceeds granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2013.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $15,092.27 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: Roger Jaipargas
Title: Partner

TO: Bank of Montreal

2380630 Ontario Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at________________ this ________day of ____________, 2017.

2380630 ONTARIO INC.

____

Name:
Title:

I am authorized to bind the company

Tab HH

THIS IS EXHIBIT "HH" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits
Rachael Belanger

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2386174 Ontario Incorporated
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2386174 Ontario Incorporated
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Guarantee of Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**").

We also refer to your Guarantees dated as of December 6, 2013 and August 21, 2015 (together, the "**Guarantees**") in respect of the Company's obligations under the Loan Agreement. Your obligations under the Guarantees are secured by a Security Agreement dated as of December 6, 2013 and are payable on demand in accordance with the terms therein. The Company is in default of its obligations to BMO under the Loan Agreement and related security and BMO has demanded payment from the Company. Enclosed herewith is a copy of the demand letter, together with a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) that was sent to the Company.

On behalf of BMO, we hereby demand payment from you pursuant to the Guarantees of the Indebtedness, together with all costs and fees incurred by BMO and all interest accruing up to and including the date of payment, in accordance with the terms therein. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not made forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7155057: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2386174 Ontario Incorporated**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2386174 Ontario Incorporated**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2017.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $15,092.27 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: Roger Jaipargas
Title: Partner

TO: Bank of Montreal

2386174 Ontario Incorporated hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at________________ this ________day of ____________, 2017.

2386174 ONTARIO INCORPORATED

____

Name:
Title:

I am authorized to bind the company

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2380630 Ontario Inc.
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2380630 Ontario Inc.
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2380630 Ontario Inc. (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Operating Loan Agreement with Availment in Canadian Dollars dated December 10, 2013, as amended by an Amendment Agreement dated November 19, 2015 (as may be further amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013 and a Pledge of Instrument and Assignment of Proceeds dated December 6, 2013 (together, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The obligations under the Loan Agreement are payable on demand. Pursuant to Section 4.01 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $15,092.27, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

Borden Ladner Gervais

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7141439: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2380630 Ontario Inc.**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2380630 Ontario Inc.**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

    All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

    Security Agreement granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2017; and

    Pledge of Instrument and Assignment of Proceeds granted by 2380630 Ontario Inc. in favour of BMO dated December 6, 2013.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $15,092.27 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: [illegible]
Title: Partner

TO: Bank of Montreal

2380630 Ontario Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at________________ this ________day of ____________, 2017.

2380630 ONTARIO INC.

____
Name:
Title:

I am authorized to bind the company

Tab II

THIS IS EXHIBIT “II” TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

Nazia Ayyaz
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sir:

Re: Guarantee of Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**").

We also refer to your Guarantee dated as of December 6, 2013 (the "**Guarantee**") in respect of the Company's obligations under the Loan Agreement. The Company is in default of its obligations to BMO under the Loan Agreement and related security and BMO has demanded payment from the Company. Enclosed herewith is a copy of the demand letter, together with a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) that was sent to the Company.

On behalf of BMO, we hereby demand payment from you pursuant to the Guarantee of the Indebtedness, together with all costs and fees incurred by BMO and all interest accruing up to and including the date of payment, in accordance with the terms therein. Payment of the

Borden Ladner Gervais

Indebtedness is to be made forthwith to BMO. If payment is not made forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof.

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7166761: v2

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2386174 Ontario Incorporated
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2386174 Ontario Incorporated
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013, a Pledge of Instrument and Assignment dated December 6, 2013, an Assignment of Rents dated December 6, 2013, an Assignment of Monies which May Become Payable Under Fire Insurance Policies dated December 6, 2013 and a First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00 (collectively, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The Company is in breach of the terms of the Loan Agreement as the Company has failed to pay amounts owing to BMO pursuant to Section 9(a)(i) the Loan Agreement, on the date that same became due. As a result, the Company is in default of its obligations under the Loan Agreement and the Security. Pursuant to Section 9 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is

entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7143034: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2386174 Ontario Incorporated**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2386174 Ontario Incorporated**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2017;

   Pledge of Instrument and Assignment of Proceeds granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Rents granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Monies which May Become Payable Under Fire Insurance Policies granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013; and

   First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $731,991.75 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: Roger Jaipargas
Title: Partner

TO: **Bank of Montreal**

2386174 Ontario Incorporated hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at________________ this ________day of ____________, 2017.

2386174 ONTARIO INCORPORATED

____
Name:
Title:

I am authorized to bind the company

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

Naseem Ahmad
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sir:

Re: Guarantee of Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**").

We also refer to your Guarantee dated as of December 6, 2013 (the "**Guarantee**") in respect of the Company's obligations under the Loan Agreement. The Company is in default of its obligations to BMO under the Loan Agreement and related security and BMO has demanded payment from the Company. Enclosed herewith is a copy of the demand letter, together with a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) that was sent to the Company.

On behalf of BMO, we hereby demand payment from you pursuant to the Guarantee of the Indebtedness, together with all costs and fees incurred by BMO and all interest accruing up to and including the date of payment, in accordance with the terms therein. Payment of the

Borden Ladner Gervais

Indebtedness is to be made forthwith to BMO. If payment is not made forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof.

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7166748: v2

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2386174 Ontario Incorporated
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2386174 Ontario Incorporated
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013, a Pledge of Instrument and Assignment dated December 6, 2013, an Assignment of Rents dated December 6, 2013, an Assignment of Monies which May Become Payable Under Fire Insurance Policies dated December 6, 2013 and a First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00 (collectively, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The Company is in breach of the terms of the Loan Agreement as the Company has failed to pay amounts owing to BMO pursuant to Section 9(a)(i) the Loan Agreement, on the date that same became due. As a result, the Company is in default of its obligations under the Loan Agreement and the Security. Pursuant to Section 9 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is

entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7143034: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2386174 Ontario Incorporated**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2386174 Ontario Incorporated**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2017;

   Pledge of Instrument and Assignment of Proceeds granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Rents granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Monies which May Become Payable Under Fire Insurance Policies granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013; and

   First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $731,991.75 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: ROGER JAIPARGAS
Title: PARTNER

TO: **Bank of Montreal**

2386174 Ontario Incorporated hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at_______________ this ________day of ____________, 2017.

2386174 ONTARIO INCORPORATED

____

Name:
Title:

I am authorized to bind the company

TOR01: 7145655: v2

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

Bushra Naz
3053 Finch Avenue West
Toronto, Ontario
M9M 0A6

Dear Sir:

Re: Guarantee of Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**").

We also refer to your Guarantee dated as of December 6, 2013 (the "**Guarantee**") in respect of the Company's obligations under the Loan Agreement. The Company is in default of its obligations to BMO under the Loan Agreement and related security and BMO has demanded payment from the Company. Enclosed herewith is a copy of the demand letter, together with a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) that was sent to the Company.

On behalf of BMO, we hereby demand payment from you pursuant to the Guarantee of the Indebtedness, together with all costs and fees incurred by BMO and all interest accruing up to and including the date of payment, in accordance with the terms therein. Payment of the

Borden Ladner Gervais

Indebtedness is to be made forthwith to BMO. If payment is not made forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof.

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7166754: v2

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2386174 Ontario Incorporated
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2386174 Ontario Incorporated
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013, a Pledge of Instrument and Assignment dated December 6, 2013, an Assignment of Rents dated December 6, 2013, an Assignment of Monies which May Become Payable Under Fire Insurance Policies dated December 6, 2013 and a First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00 (collectively, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The Company is in breach of the terms of the Loan Agreement as the Company has failed to pay amounts owing to BMO pursuant to Section 9(a)(i) the Loan Agreement, on the date that same became due. As a result, the Company is in default of its obligations under the Loan Agreement and the Security. Pursuant to Section 9 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is

entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7143034: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2386174 Ontario Incorporated**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2386174 Ontario Incorporated**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2017;

   Pledge of Instrument and Assignment of Proceeds granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Rents granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Monies which May Become Payable Under Fire Insurance Policies granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013; and

   First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $731,991.75 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: Roger Jaipargas
Title: Partner

TO: Bank of Montreal

2386174 Ontario Incorporated hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at________________ this ________day of ____________, 2017.

2386174 ONTARIO INCORPORATED

____

Name:
Title:

I am authorized to bind the company

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

Shahid Mahmood
3053 Finch Avenue West
Toronto, Ontario
M9M 0A6

Dear Sir:

Re: Guarantee of Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is entitled to under the Loan Agreement (the "**Indebtedness**").

We also refer to your Guarantee dated as of December 6, 2013 (the "**Guarantee**") in respect of the Company's obligations under the Loan Agreement. The Company is in default of its obligations to BMO under the Loan Agreement and related security and BMO has demanded payment from the Company. Enclosed herewith is a copy of the demand letter, together with a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) that was sent to the Company.

On behalf of BMO, we hereby demand payment from you pursuant to the Guarantee of the Indebtedness, together with all costs and fees incurred by BMO and all interest accruing up to and including the date of payment, in accordance with the terms therein. Payment of the

Borden Ladner Gervais

Indebtedness is to be made forthwith to BMO. If payment is not made forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof.

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7155041: v2

Roger Jaipargas
T (416) 367-6266
F 416.367.6749
rjaipargas@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

December 15, 2017

Delivered by Registered Mail and Email

2386174 Ontario Incorporated
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

2386174 Ontario Incorporated
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

Dear Sirs:

Re: Indebtedness of 2386174 Ontario Incorporated (the "Company") to Bank of Montreal ("BMO")

We are the lawyers for BMO in connection with above-captioned matter.

We refer to the Fixed Rate Term Loan Agreement dated December 12, 2013 (as may be amended, the "**Loan Agreement**"), wherein certain funds were advanced by BMO to the Company, subject to the terms and conditions therein. BMO holds certain security and related documents in respect of the Company's indebtedness to BMO, including a Security Agreement dated December 6, 2013, a Pledge of Instrument and Assignment dated December 6, 2013, an Assignment of Rents dated December 6, 2013, an Assignment of Monies which May Become Payable Under Fire Insurance Policies dated December 6, 2013 and a First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00 (collectively, the "**Security**"). Unless otherwise specified, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

The Company is in breach of the terms of the Loan Agreement as the Company has failed to pay amounts owing to BMO pursuant to Section 9(a)(i) the Loan Agreement, on the date that same became due. As a result, the Company is in default of its obligations under the Loan Agreement and the Security. Pursuant to Section 9 of the Loan Agreement, we hereby declare on behalf of BMO, that all of the obligations of the Company to BMO have become immediately due and payable.

As of December 12, 2017, the Company is indebted or otherwise liable to BMO in the amount of $731,991.75, inclusive of interest to December 12, 2017, but excluding any costs and expenses (including, without limitation, legal fees and expenses) incurred to date and that will be incurred after the date hereof and additional interest from and after December 12, 2017 to which BMO is

entitled to under the Loan Agreement (the "**Indebtedness**"). The Indebtedness is secured by, *inter alia*, the Security.

BMO hereby demands the immediate payment of the Indebtedness in full by the Company. Payment of the Indebtedness is to be made forthwith to BMO. If payment is not paid forthwith, BMO intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by BMO. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours very truly,

Roger Jaipargas
RJ/rb
Attachments

cc: Client (with attachments by email)

TOR01: 7143034: v2

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: **2386174 Ontario Incorporated**
2093 Buckhorn Road
Selwyn, Ontario
K0L 1H0

AND TO: **2386174 Ontario Incorporated**
11 Marotta Avenue
Brampton, Ontario
L6X 4W9

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce BMO's security on the property of the insolvent person described below:

   All of the present and future assets, property and undertaking of the insolvent person including, without limitation, the real property municipally known as 2093 Buckhorn Road, Selwyn, Ontario.

2. The security that is to be enforced is the following:

   Security Agreement granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2017;

   Pledge of Instrument and Assignment of Proceeds granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Rents granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013;

   Assignment of Monies which May Become Payable Under Fire Insurance Policies granted by 2386174 Ontario Incorporated in favour of BMO dated December 6, 2013; and

   First Charge registered on December 16, 2013 as Instrument No. PE199382 in the original amount of $900,000.00.

3. The total amount of indebtedness secured by the security as of December 12, 2017 is the sum of $731,991.75 plus costs and interest to the date of payment.

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

DATED at Toronto, Ontario this 15th day of December, 2017.

BANK OF MONTREAL, by its lawyers, BORDEN LADNER GERVAIS LLP

Name: ROGER JAIPARGAS
Title: PARTNER

TO: Bank of Montreal

2386174 Ontario Incorporated hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered by the Bank of Montreal, and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at________________ this ________day of ____________, 2017.

2386174 ONTARIO INCORPORATED

____

Name:
Title:

I am authorized to bind the company

Tab JJ

THIS IS EXHIBIT "JJ" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

FAX

Dated: 12 JANUARY, 2018		# of pages:1	Multiple (incl. cover)
To:	Name:	BORDEN LADNER GERVAIS LLP BAY ADELAIDE CENTRE, EAST TOWER 22 ADELAIDE STREET WEST TORONTO,ON M5H 4E3	
	Location:		
	Tel:		Fax: 416-367-6749
From:	Name:	Shahid Malik	
	Location:	101-120 Matheson Blvd East, Mississauga, ON	
	Tel:	905-501-1030	Fax: 905-501-1191

Comments:

Re: 2386174 Ontario incoporated

CONFIDENTIALITY NOTICE

SHAHID MALIK LAW OFFICE
BARRISTER & SOLICITOR

120 Matheson Boulevard East, Suite 102
Mississauga, ON L4Z 1X1
Email: smaliklaw@gmail.com

Tel: 905-501-1080
Fax: 905-501-1191

January 12, 2018

Via Fax
BORDEN LADNER GERVAIS LLP
BAY ADELAIDE CENTRE,EAST TOWER
22 ADELAIDE STREET WEST
TORONTO,ON M5H 4E3
FAX: 416.367.6749

Dear Sir,

RE: Bank of Montreal (Secured Party)
2386174 Ontario Incorporated
11 Marotta Avenue
Brampton ON L6X 4W9

We are hereby retained by the above mentioned Corporation in regards to their matter.Please refer all your future or further Queries through our office.

Thank you for your Anticipated Cooperation.

Yours truly,

Shahid Malik

Sgd: SM

Tab KK

THIS IS EXHIBIT "KK" TO THE AFFIDAVIT OF

ATHOL HALL SWORN JUNE 13, 2018

A Commissioner for Taking Affidavits

Rachael Belanger

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

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

CONSENT
(Appointment of Receiver)

Albert Gelman Inc. hereby consents to act as the court-appointed receiver of the assets, properties and undertaking of 2380630 Ontario Inc. and 2386174 Ontario Incorporated in accordance with an order substantially in the form requested by the Applicant.

June 6, 2018

ALBERT GELMAN INC.

By:
Name: Joe Albert
Title: Principal

Court File No.

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

BANK OF MONTREAL	**- and -**	**2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED**
Applicant		**Respondents**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

CONSENT
(Appointment of Receiver)

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

ROGER JAIPARGAS – LSO No. 43275C
Tel: 416-367-6266
rjaipargas@blg.com

RACHAEL BELANGER – LSO No. 67674B
Tel: 416-367-6485
rbelanger@blg.com

Lawyers for the Applicant

TOR01: 7427284: v2

Court File No.:

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

BANK OF MONTREAL - and - **2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED**

Applicant **Respondents**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF ATHOL HALL
(Sworn June 13, 2018)

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

ROGER JAIPARGAS – LSO No. 43275C
Tel: 416-367-6266
rjaipargas@blg.com

RACHAEL BELANGER – LSO No. 67674B
Tel: 416-367-6485
rbelanger@blg.com

Lawyers for the Applicant

TOR01: 7427612: v6

Tab 3

Court File No.: CV-18-599726-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	**TUESDAY, THE 3RD DAY**
	)	
JUSTICE	)	**OF JULY, 2018**

B E T W E E N:

BANK OF MONTREAL

Applicant

\- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

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

ORDER
(Appointing Receiver)

THIS APPLICATION made by Bank of Montreal (the "**Lender**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Albert Gelman Inc. as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Athol Hall sworn June 13, 2018 and the Exhibits thereto (the "**Hall Affidavit**") and on hearing the submissions of counsel for the Lender, counsel for ●, no one appearing for any other party although duly served as appears from the affidavit of service of • sworn June •, 2018, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Albert Gelman Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof and the property municipally known as 2093 Buckhorn Road, Selwyn, Ontario, K0L 1H0 (the "**Buckhorn Property**") (collectively, the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate and including, without limiting the foregoing, listing the Buckhorn Property with any listing agent which the Receiver may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

i. without the approval of this Court in respect of any transaction not exceeding $250,000, provided that the aggregate consideration for all such transactions does not exceed $500,000; and

ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized

banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to

Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL http://www.albertgelman.com/corporate-solutions/other-engagements/.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and

that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

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

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $_____________________

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of ______, 20__ (the "**Order**") made in an action having Court file number __-CL-_______, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $___________, being part of the total principal sum of $___________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _________ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _______________, 20__.

ALBERT GELMAN INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: ______________________________

Name:

Title:

Court File No.: CV-18-599726-00CL

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

BANK OF MONTREAL **Applicant**	**- and -**	**2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED** **Respondents**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER
(Appointing Receiver)

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

ROGER JAIPARGAS – LSO No. 43275C
Tel: 416-367-6266
rjaipargas@blg.com

RACHAEL BELANGER – LSO No. 67674B
Tel: 416-367-6485
rbelanger@blg.com

Lawyers for the Applicant

Tab 4

~~Revised: January 21, 2014~~
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. ~~———~~:

CV-18-599726-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ——	)	~~WEEKDAY~~**TUESDAY, THE** ~~#~~**3RD**
~~JUSTICE ——~~	)	**DAY** ~~OF MONTH, 20YR~~
	)	
	)	
JUSTICE	)	**OF JULY, 2018**

~~PLAINTIFF~~[1]

~~Plaintiff~~

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

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

ORDER

(~~appointing~~Appointing Receiver)

~~[1] The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

THIS ~~MOTION~~**APPLICATION** made by Bank of Montreal (the ~~Plaintiff[2]~~"**Lender**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME]~~Albert Gelman Inc. as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "Debtor~~2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "**Debtors**") acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Athol Hall sworn ~~[DATE]~~June 13, 2018 and the Exhibits thereto (the "**Hall Affidavit**") and on hearing the submissions of counsel for ~~[NAMES]~~the Lender, counsel for ●, no one appearing for ~~[NAME]~~any other party although duly served as appears from the affidavit of service of ~~[NAME]~~● sworn ~~[DATE]~~June ●, 2018, and on reading the consent of ~~[RECEIVER'S NAME]~~Albert Gelman Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and validated[3] so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Albert Gelman Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof ~~(~~and the property municipally known as 2093 Buckhorn Road, Selwyn, Ontario, K0L 1H0 (the "**Buckhorn Property**") (collectively, the "**Property**").

RECEIVER'S POWERS

~~[2] Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

~~[3] If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;

(g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.[4] The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate and including, without limiting the foregoing, listing the Buckhorn Property with any listing agent which the Receiver may deem appropriate;

(l) ~~(k)~~ to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

i. ~~(i)~~ without the approval of this Court in respect of any transaction not exceeding $~~________;~~250,000, provided that the aggregate consideration for all such transactions does not exceed $~~__________~~500,000; and

ii. ~~(ii)~~ with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

[4] ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,][5] shall not be required~~, and in each case the Ontario *Bulk Sales Act* shall not apply.~~;

(m) ~~(l)~~ to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) ~~(o)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;

(q) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;

(r) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; and

(s) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

[5] ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto

paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor~~Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal

information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.[6]

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

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $~~__________~~250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as

[6] ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the ~~“~~"**Protocol**~~”~~") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ~~‘<@>’~~http://www.albertgelman.com/corporate-solutions/other-engagements/.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any

other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor~~Debtors's creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then

on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

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

____

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $______________________

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~Albert Gelman Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "**Debtors**") acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof (collectively, the ~~“~~"**Property**~~”~~") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of ______, 20__ (the "**Order**") made in an action having Court file number __-CL-_______, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $___________, being part of the total principal sum of $___________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _________ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of ______________, 20__.

~~[RECEIVER'S NAME]~~**ALBERT GELMAN INC.**, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: ________________________________

Name:

Title:

Court File No.: CV-18-599726-00CL

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

BANK OF MONTREAL **Applicant**	**- and -**	**2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED** **Respondents**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER
(Appointing Receiver)

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

ROGER JAIPARGAS – LSO No. 43275C
Tel: 416-367-6266
rjaipargas@blg.com

RACHAEL BELANGER – LSO No. 67674B
Tel: 416-367-6485
rbelanger@blg.com

Lawyers for the Applicant

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Padding cell	

Statistics:	
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Insertions	128
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Moved from	0
Moved to	0
Style change	0

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PROCEEDINGS COMMENCED AT TORONTO

APPLICATION RECORD
(Returnable July 3, 2018)

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

ROGER JAIPARGAS – LSO No. 43275C
Tel: 416-367-6266
rjaipargas@blg.com

RACHAEL BELANGER – LSO No. 67674B
Tel: 416-367-6485
rbelanger@blg.com

Lawyers for the Applicant

TOR01: 7422804: v4