Court File No. CV-22-00688920-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

\- and -

THE URBAN ENVIRONMENT CENTRE (TORONTO), c.o.b. as GREENSAVER,
HOUSEMASTER TORONTO INC. and
GREENSAVER HOME ENERGY SERVICES INC.

Respondents

APPLICATION UNDER Section 243 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

APPLICATION RECORD
VOLUME I OF II

October 24, 2022

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TAB 1

Court File No.

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Applicant

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THE URBAN ENVIRONMENT CENTRE (TORONTO) c.o.b as GREENSAVER, HOUSEMASTER TORONTO INC. and GREENSAVER HOME ENERGY SERVICES INC.

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APPLICATION UNDER Section 243 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

NOTICE OF APPLICATION

TO THE RESPONDENT(S)

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

THIS APPLICATION will come on for a hearing

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

at the following location:

Details to follow

on Monday, October 24, 2022, at 10:00 a.m., before a judge presiding over the Commercial List

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 at least four days before the hearing.

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

Date October 19, 2022 Issued by Gurwinderjit Singh Brar

Digitally signed by Gurwinderjit Singh Brar
Date: 2022.10.20 08:03:16 -04'00'

Local Registrar

Address of court office: 330 University Avenue, ~~8th Floor~~ 9th floor
Toronto, ON M5G 1R7

TO: **THE URBAN ENVIRONMENT CENTRE (TORONTO)**
c.o.b as GREENSAVER
74 Six Point Road
Toronto, ON M8Z 2X2

TO: **HOUSEMASTER TORONTO INC.**
74 Six Point Road
Toronto, ON M8Z 2X2

TO: **GREENSAVER HOME ENERGY SERVICES INC.**
74 Six Point Road
Toronto, ON M8Z 2X2

APPLICATION

1. The Applicant The Toronto-Dominion Bank ("**TD**") make an application for an Order:

(a) if necessary, abridging the time for service of the Notice of Application and Application Record herein, validating service of the Notice of Application and Application Record, and dispensing with further service thereof;

(b) that the Respondent The Urban Environment Centre (Toronto), carrying on business under the firm name and style Greensaver ("**UECT**"), provide Albert Gelman Inc. ("**AGI**") and any consultant or appraiser that AGI deems necessary in its reasonable discretion, within twelve hours of any written request from AGI, with unrestricted access to the property municipally known as 74 Six Point Road Toronto (the "**Leased Premises**"), for the purposes of assessing, and determining the value of, its inventory (and any other premises where such equipment and inventory is located);

(c) substantially in the form of the draft order attached as Schedule "A", appointing AGI as receiver and manager (in such capacities, the "**Receiver**"), without security, of all of the current and future assets, undertakings and property of UECT, Housemaster Toronto Inc. ("**Housemaster Inc**.") and Greensaver Home Energy Services Inc. ("**Greensaver Inc.**") pursuant to s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "***BIA***") and section 101 of the *Courts of Justice Act,* R.S.O. 1990, c. C.43 (the "***CJA***");

(d) sealing from the public record and treating as confidential any financial information marked as Confidential Exhibits to the affidavit of Katherine Furfaro sworn in support of this Application (the "**Confidential Information**"), until further order of the Court; and,

(e) such further and other relief as this Honourable Court deems just.

2. The Grounds for the Application are:

Background

(a) UECT is incorporated pursuant to the laws of Ontario, and is not-for-profit company that implements energy conservation retrofit programs for homes and businesses in Ontario;

(b) Greensaver Inc. is a home inspection company, that is a wholly owned subsidiary of UECT. Housemaster Inc. is a wholly subsidiary of another subsidiary wholly owned by Greensaver Inc.;

(c) the Leased Premises is the registered office address for UECT, Greensaver Inc. and Housemaster Inc. It is where they carry on business and where, UECT's inventory and equipment is located;

The Bank Loans and Related Security

(d) by way of agreement dated March 5, 2015, as amended on February 27, 2018, March 8, 2019, June 20, 2019, and April 19, 2021 (collectively, the "**TDOL Agreement**"), TD established a Demand Operating Facility in favour of UECT, with a borrowing base limit of $4,000,000.00 (the "**Demand Loan**");

(e) the Demand Loan is repayable on demand;

(f) the borrowing base limit under the Demand Loan was based on certain financial covenants under the TDOL Agreement, and would be adjusted accordingly;

(g) TD also established a Visa credit card facility in favour of UECT with a credit limit of $20,000.00 (the "**TD Visa Facility**");

(h) UECT granted TD a general security agreement over its assets and undertaking dated May 5, 2018 (the "**UECT GSA**"), and an assignment of term deposits and credit balances in the amount of $310,000.00 dated April 4, 2018 (the "**Assignment of Term Deposits**"), as security for the Demand Loan and the TD Visa Facility;

(i) the debts and obligations of UECT under the Demand Loan and the TD Visa Facility were guaranteed by Greensaver Inc. and Housemaster Inc. (collectively, the "**Guarantors**") by way of unlimited guarantees dated April 4, 2018 (the "**Guarantees**");

(j) the Guarantors also each granted TD a general security agreement dated April 4, 2018 over their assets and undertaking (collectively, the "**Guarantors' GSAs**");

(k) UECT's sales were largely generated by two clients, and the contract with the one that accounted for 85% of UECT's accounts receivable was recently not renewed (the "**Material Contract**");

(l) UECT provides TD with a monthly Compliance Certificate establishing the borrowing base for the Demand Loan (the "**UECT Compliance Certificate**");

(m) as a result of losing the Material Contract, among other things UECT:

   (i) suffered a loss of significance in the fist half of its current fiscal year; and

   (ii) was in breach of financial covenants under the TDOL Agreement, resulting in the borrowing base limit in the Demand Loan being significantly reduced.

(n) the UECT Compliance Certificate dated September 26, 2022, and executed on behalf of UECT by its Vice-President of Finance and Administration, reduced the borrowing base under the Demand Loan to $3,332,694;

(o) as of October 5, 2022, the amount outstanding under the Demand Loan was $3,873,253.31, at an annual interest rate of 6.7%, and the amount owing under the TD Visa Facility was $9,029.26;

(p) on or about October 7, 2022, TD issued its demands and related s. 244 notices under the *BIA* to UECT and the Guarantors, for payment in full under the Demand Loan and the TD Visa Facility;

(q) UECT recently laid off all of its employees;

(r) as a result of the material change to its business from the loss of the Material Contact, current projections for UECT are continued material net losses, material cash deficits, material borrowing base shortfalls under the Demand Loan, an inability to fund working capital needs, and no realistic funding plan;

(s) UECT's only assets of significance are its inventory and accounts receivable, and the accounts held by TD as security for the Assignment of Term Deposits;

(t) given the financial distress currently being experienced by UECT, and the interrelationship between UECT and the Guarantors, it is just, convenient and in TD's interests for it to seek the appointment of a Receiver over UECT and the Guarantors;

(u) the UECT GSA and the Guarantors' GSAs provide for the appointment of a Receiver upon default;

(v) TD holds properly perfected first ranking security over the assets and undertaking of UECT and the Guarantors;

(w) AGI has consented to act as Receiver of UECT and the Guarantors;

(x) if made public at this stage, the Confidential Information could potentially negatively affect UECT's market position, and the sale value of UECT;

(y) the salutary effects of sealing the Confidential Information outweighs the deleterious effects of doing so;

(z) section 243 of the *BIA* and section 101 of the *CJA*;

(aa) Rule 3.02 of the *Rules of Civil Procedure*; and,

(bb) such further and other grounds as counsel may advise and this Honourable Court may accept.

3. The following documentary evidence will be used at the hearing of the application:

(a) the Affidavit of Kathryn Furfaro, to be sworn;

(b) the consent of AGI to act as Receiver of UECT and the Guarantors; and,

(c) such further and other evidence as this Honourable Court may permit.

October 19, 2022

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Email: ckopach@blaney.com

Lawyers for the Applicant

SCHEDULE "A"

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

THE HONOURABLE	)	DAY, THE
	)	
JUSTICE	)	DAY OF , 2022

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Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act,* R.S.O. 1990, c. C.43

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "***BIA***") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "***CJA***") appointing Albert Gelman Inc. ("**AGI**") as receiver (in such capacity, the "**Receiver**") without security, of all of the current and future assets, undertakings and property of the Respondents, The Urban Environment Centre (Toronto), carrying on business under firm name and style Greensaver ("**UECT**"), Housemaster Toronto Inc. (“**Housemaster Inc**.”) and Greensaver Home Energy Services Inc. (“**Greensaver Inc.**”), acquired for, or used in relation to a business carried on by them, was heard this day at Toronto, Ontario by Zoom videoconference due to the Covid-19 pandemic.

ON READING the Notice of Application issued October 19, 2022, the Affidavit of Kathryn Furfaro sworn October , 2022, and the Exhibits thereto, and on hearing submissions from counsel for the Applicant and counsel for the Respondents, no one appearing for any other person on the service list, although served as appears from the affidavit of service of Chad Kopach sworn October , 2022, and on reading the consent of AGI to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the *BIA* and section 101 of the *CJA*, AGI is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of UECT, Greensaver Inc. and Housemaster Inc. (individually and collectively, the “**Debtor**”) and acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (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 Debtor, including the powers to enter into any contracts or agreements in connection therewith (including any amendments and modifications thereto), repudiate or disclaim any contracts or 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, modify, and/or terminate any contracts or agreements to which the Debtor is a party;

(d) to engage appraisers, agents, experts, auditors, liquidators, accountants, managers, including a property manager, 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 or any part or parts thereof;

(f) to dispose of, at its discretion, inventory in the form of raw materials and/or finished goods relating to the business of the Debtor;

(g) to process any claims for insurance under the Debtor's insurance policies and receive and collect all monies that may become payable under such policies, subject to the interest of the Applicant as a first loss payee;

(h) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(i) to settle, extend or compromise any indebtedness owing to the Debtor;

(j) 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, for any purpose pursuant to this Order;

(k) 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, 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;

(l) 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;

(m) 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 $150,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; 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* shall not be required;

(n) 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;

(o) to undertake worker's health and safety assessments of the operations of the Debtor;

(p) 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;

(q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(r) 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, and to execute any agreements required in connection with or as a result of such permits, licenses, approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);

(s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(t) to make payments, as required, under any contract in relation to the Property, without assuming any liability or obligations thereunder;

(u) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

(v) to assign the Debtor into bankruptcy and act as trustee in bankruptcy of the Debtor; and

(w) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, 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, (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, 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 OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property or any assets located on premises belonging to the Debtor 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 or the Property or any assets located on premises belonging to the Debtor 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, 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 to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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, 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 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 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 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 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.

13. **THIS COURT ORDERS** that in the event that an account for the supply of goods and/or services transferred from the Debtor to the Receiver, or otherwise established in the Receiver’s name, no Person, including but not limited to a utility service provider, shall assess or otherwise

require the Receiver to post a security deposit as a condition to the transfer/establishment of the account.

RECEIVER TO HOLD FUNDS

14. **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

15. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's 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

16. **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, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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

18. **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

19. **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*.

20. **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.

21. **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

22. **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 \$250,000.00 (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*.

23. **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.

24. **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.

25. **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

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant 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 https://www.albertgelman.com/corporate-solutions/other-engagements/.

27. **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's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this

Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

____

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 The Urban Environment Centre (Toronto), carrying on business under firm name and style Greensaver ("**UECT**"), Housemaster Toronto Inc. ("**Housemaster Inc**.") and Greensaver Home Energy Services Inc. ("**Greensaver Inc.**")acquired for, or used in relation to a business carried on by UECT, Housemaster Inc. and/or Greensaver Inc. (individually and collectively, the "**Debtor**"), 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 October, 2022 (the "**Order**") made in an application having Court file number ______, 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.

THE TORONTO-DOMINION BANK
Applicant

and

THE URBAN ENVIRONMENT CENTRE (TORONTO), et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

Proceeding commenced at Toronto

ORDER

BLANEY McMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Eric Golden (LSO #38239M)
(416) 593-3927 (Tel)
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Email: ckopach@blaney.com

Lawyers for the Applicant

Court File No.

THE TORONTO-DOMINION BANK Applicant	and	**THE URBAN ENVIRONMENT CENTRE (TORONTO), et al.** Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

Proceeding commenced at Toronto

NOTICE OF APPLICATION

BLANEY McMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

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Email: ckopach@blaney.com

Lawyers for the Applicant

TAB 2

Court File No. CV-22-00688920-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

B E T W E E N:d

THE TORONTO-DOMINION BANK

Applicant

- and -

THE URBAN ENVIRONMENT CENTRE (TORONTO), c.o.b. as GREENSAVER, HOUSEMASTER TORONTO INC. and **GREENSAVER HOME ENERGY SERVICES INC.**

Respondents

APPLICATION UNDER Section 243 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

AFFIDAVIT

I, **KATHRYN FURFARO**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a manager of Commercial Credit with the Financial Restructuring Group of the Applicant, The Toronto-Dominion Bank ("**TD**"), with carriage of the TD accounts of the Respondent The Urban Environment Centre (Toronto), carrying on business under the firm name and style Greensaver ("**UECT**"). As such, I have knowledge of the matters to which I hereinafter depose.

2. Where the information in this affidavit is based upon information and belief, I have indicated the source of my information and belief and do verily believe it to be true.

3. To the extent that any of the information set out in this affidavit is based on my review of TD's documents, I verily believe the information in such documents to be true.

Background

4. I am swearing this Affidavit in support of an Application by TD seeking, among other things, to appoint Albert Gelman Inc. ("**AGI**") as receiver over the assets and undertaking of the Respondents UECT, Housemaster Toronto Inc. ("**Housemaster Inc**."), and Greensaver Home Energy Services Inc. ("**Greensaver Inc.**").

5. On October 7, 2022, TD issued to each Respondent its Notices of Intention to Enforce Security pursuant to s. 244 of the *Bankruptcy and Insolvency Act* (the "***BIA***"), together with demand letters seeking payment in full of the amounts owing under TD's loans to UECT set out below, including a demand operating line that was in excess of $500,000.00 over its borrowing limit at the time.

6. UECT's sales were largely generated by two clients. TD is advised by UECT that its contract with one client, which accounted for 85% of its accounts receivable, was recently not renewed, and that UECT has recently laid off all of its employees. Given the financial distress currently being experienced by UECT as detailed below, TD seeks the appointment of a Receiver over UECT, as well as over Housemaster Inc. and Greensaver Inc. (collectively, the "**Guarantors**"), who have guaranteed UECT's indebtedness to TD.

The Parties

7. UECT is incorporated pursuant to the laws of Ontario, with its registered head office address at 74 Six Point Road, Toronto (the "**Six Point Address**"). UECT is a not-for-profit company that implements energy conservation retrofit programs for homes and businesses in Ontario. Attached hereto and marked as **Exhibit "1"** to this affidavit is a copy of the Corporate Profile Report for UECT dated October 6, 2022.

8. Greensaver Inc. and Housemaster Inc. are also incorporated pursuant to the laws of Ontario, with their registered head office addresses at the Six Point Address. Attached hereto and marked as **Exhibits "2"** and **"3"** respectively to this affidavit is a copy of the Corporate Profile Report for Greensaver Inc. dated October 6, 2022, and the is a copy of the Corporate Profile Report for Housemaster Inc. dated October 6, 2022.

9. Greensaver Inc. is a wholly owned subsidiary of UECT, and carries on business as a home inspection company. Housemaster Inc. is a wholly owned subsidiary of a subsidiary that is wholly owned by Greensaver Inc.

10. As per the Corporate Profile Reports marked as Exhibits 1, 2 and 3, the officers and directors of Greensaver Inc. include Tyler Moore and Vladan Veljovic ("**Veljovic**"). They are also officers and directors of UECT, and Veljovic is also the sole officer and director of Housemaster Inc.

The Loans, Guarantees, and Related Security

11. On or about March 5, 2015, TD established a Demand Operating Facility in favour of UECT (the "**Demand Loan**"). The Demand Loan agreement was amended by way of agreements dated February 27, 2018, March 8, 2019, June 20, 2019 and April 19, 2021 (collectively, the "**TDOL Agreement**"). A copy of the TDOL Agreement is attached hereto as **Exhibit "4"**.

12. Pursuant to the "Credit Limit" section of the TDOL Agreement, the credit limit permitted under the Demand Loan was the lesser of (a) $4,000,000.00, and (b) the borrowing base (the **"Borrowing Base**"), which was calculated pursuant to a formula set out in the TDOL Agreement (the "**Borrowing Base Formula**"). The "Reporting Requirements" subsection of the "Positive Covenants" section of the TDOL Agreement required UECT to, on a monthly basis, issue to TD a "Compliance Certificate signed by senior officer" (the "**Compliance Certificate**"). Among other things, the Compliance Certificate sets out the limit permitted under the Demand Loan as calculated under the Borrowing Base Formula.

13. Pursuant to the "Repayment" section of the TDOL Agreement, UECT agreed to repay the Demand Loan on demand.

14. TD also established a Visa credit card facility in favour of UECT with a credit limit of $20,000.00 (the "**Visa Facility**").

15. As security for the Demand Loan and the Visa Facility, UECT granted TD a general security agreement over its assets and undertaking dated May 5, 2018 (the "**UECT GSA**"), and an assignment of term deposits and credit balances in the amount of $310,000.00 dated April 4, 2018 (the "**Assignment of Term Deposits**"). Attached hereto and marked as **Exhibits "5"** and **"6"**,

respectively, is a copy of the UECT GSA and the Assignment of Term Deposits (collectively, the "**TD Security**").

16. The Guarantors each provided TD with a guarantee of the debts and obligations of UECT. Attached hereto and marked as **Exhibits "7"** and **"8"**, respectively, to this affidavit are copies of the unlimited guarantees of the Guarantors, both dated April 4, 2018 (collectively, the "**Guarantees**").

17. As security for their obligations under the Guarantees, the Guarantors each granted TD a general security agreement over their respective assets and undertaking. Attached hereto and marked as **Exhibits "9" and "10"**, respectively, to this affidavit are copies of the Guarantors' general security agreements dated April 4, 2018 (the "**Guarantors' GSAs**").

18. TD holds first ranking security over the inventory and accounts receivable of UECT pursuant to the UECT GSA, and all of the assets and undertaking of the Guarantors pursuant to the Guarantor's GSAs. Attached hereto and marked as **Exhibit "11"** to this affidavit are the results of PPSA searches over UECT and the Guarantors dated October 5, 2022.

Monetary Default

19. On or about September 26, 2022, UECT issued the Compliance Certificate for the month ending August 31, 2022 (the "**August 2022 Compliance Certificate**"). The August 2022 Compliance Certificate indicated, among other things, a Borrowing Base of $3,332,694.00. Attached hereto and marked as **Confidential Exhibit "A"** to this affidavit is a copy of the August 2022 Compliance Certificate. A copy of the August 2022 Compliance Certificate, redacted to

remove certain commercially sensitive information, is attached hereto and marked as **Exhibit "12"** to this affidavit.

20. The August 2022 Compliance Certificate also confirmed that the Demand Loan was in a "shortage" for the period ending August 31, 2022 in the amount of "667k", meaning that, by UECT's own calculations, as of August 31, 2022, the balance owing on the Demand Loan exceeded the allowable Borrowing Base by $667,000.00.

21. In or around the same time that UECT issued the August 2022 Compliance Certificate, UECT also provided to TD, among other things, its balance sheet as at August 31, 2022, its income statement for the quarter ending August 31, 2022, the cash flow forecasts for the period September 2022 to August 2023, and UECT's profit and loss forecast for the fiscal year ending August 31, 2023 (the "**August Financial Disclosure**"). Attached hereto and marked as **Confidential Exhibit "B"** are copies of UECT's August Financial Disclosure.

22. The August Financial Disclosure sets out the alleged book value of UECT's inventory and accounts receivable.

23. On or about October 7, 2022, TD's lawyers herein, Blaney McMurtry LLP, issued demands and related s. 244 notices under the *BIA* on behalf of TD to UECT and to the Guarantors in respect of the Demand Loan and the Visa Facility. Attached hereto and marked as **Exhibit "13"** to this affidavit are copies of the demands for payment made October 7, 2022, with the related notices pursuant to s. 244 of the *BIA*.

24. TD's demand letters required payment in full under the Demand Loan and the Visa Facility on or before October 17, 2022.

25. UECT and the Guarantors did not satisfy TD's demands on or before October 17, 2022. However, on that date, by way of email dated October 17, 2022, Michael Langstaff ("**Langstaff**"), a director of UECT, wrote an email to TD in response to TD's demands (the "**Langstaff Email**"). Attached hereto and marked as **Exhibit "14"** to this affidavit is a copy of the Langstaff Email, redacted to remove certain commercially sensitive information. An unredacted copy of the Langstaff Email is attached hereto and marked as **Confidential Exhibit "C"** to this affidavit.

26. In the Langstaff Email, Langstaff advised TD of the following (among other things):

(a) 80% of UECT's business is with its largest client (the "**Material Client**"), and another client;

(b) 85% of the current accounts receivable (which is $4.3 million) was due from its Material Client;

(c) the contract between the Material Client and UECT (the "**Material Contract**") had not been renewed and, as a result, UECT was "restructuring the company" to "size down the business";

(d) all 160 of UECT's employees (referred to as "associates" in the Langstaff Email) have been laid off; and,

(e) UECT had ceased doing business.

27. Following receipt of the Langstaff Email, I arranged a telephone call with Langstaff. During this call, among other things, I advised Langstaff that TD was concerned about the going-concern nature of UECT's business, as well as the various defaults, which included:

(a) material forecasted net losses;

(b) material cash deficits;

(c) material current and projected borrowing base shortfalls;

(d) an inability to fund working capital needs;

(e) no acceptable business funding plan in the near-term; and

(f) an overall material adverse change in the business.

Attached hereto and marked as **Exhibit “15”** to this affidavit is my confirming email to Langstaff dated October 17, 2022. Although marked “without prejudice”, none of the communications in my email were “without prejudice” communications.

28. As of October 17, 2022, the balance owing under the Demand Loan was $3,846,814.79. UECT has not yet provided a further Compliance Certificate setting out the Borrowing Base, but based on Borrowing Base Formula in the August 2022 Compliance Certificate, the Demand Loan was in a shortage position of $514,120.79 as of October 17, 2022. Attached hereto and marked as **Exhibit “16”** to this affidavit is a copy of the account history for the Demand Loan for the period from August 2, 2022 to October 17, 2022, redacted to remove commercially sensitive information. An unredacted copy of the account history for the Demand Loan is attached as **Confidential Exhibit “D”** to this affidavit.

Basis and Need for a Receiver

29. Section 12(a)(xii) of the UECT GSA and of the Guarantors’ GSAs provide for the appointment of a receiver upon default.

30. For the reasons set out above, I believe that it is just and equitable and in the interests of TD that a Receiver be appointed over Respondents, so as to protect the interests of TD.

31. AGI has consented to act as Receiver over the Respondents. Attached hereto and marked as **Exhibit “17”** to this affidavit is a copy of the consent to act as Receiver executed by AGI.

32. This affidavit is sworn in support of TD's application for, among other things, an Order to appoint AGI as Receiver over the Respondents, and for no improper purpose.

SWORN by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.	))))))))	K. Furfaro
Commissioner for Taking Affidavits (or as may be) **CHAD KOPACH**		**KATHRYN FURFARO**

This is Exhibit “1” referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

Transaction Number: APP-A10047422767
Report Generated on October 06, 2022, 12:40

Ontario

Ministry of Government and Consumer Services

Profile Report

THE URBAN ENVIRONMENT CENTRE (TORONTO) as of October 06, 2022

Type	Not-for-Profit Corporation
Name	THE URBAN ENVIRONMENT CENTRE (TORONTO)
Ontario Corporation Number (OCN)	951603
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation/Amalgamation	September 13, 1991
Registered or Head Office Address	74 Six Point Road, Toronto, Ontario, Canada, M8Z 2X2

Certified a true copy of the record of the Ministry of Government and Consumer Services.

V. Quintanilla W.

Director/Registrar

Active Director(s)

Minimum Number of Directors	[Not Provided]
Maximum Number of Directors	[Not Provided]

Name	Han CUI
Address for Service	4 Ellis Gdns, Toronto, Ontario, Canada, M6S1A7
Date Began	March 15, 2021

Name	Peter D'UVA
Address for Service	29 Muirdale Avenue, Toronto, Ontario, Canada, M9R 2V3
Date Began	December 17, 2007

Name	Dusanka FILIPOVIC
Address for Service	261 Fisherville Road, Toronto, Ontario, Canada, M2R 3S4
Date Began	December 06, 2009

Name	David HOUSE
Address for Service	13 White Oak Blvd, Etobicoke, Ontario, Canada, M8X1H8
Date Began	December 06, 2009

Name	Michael LANGSTAFF
Address for Service	2894 Rainbow Crescent, Mississauga, Ontario, Canada, L5L 2K6
Date Began	March 28, 2019

Name	Hazel MCCALLION
Address for Service	5202 Charnwood Crescent, Mississauga, Ontario, Canada, L5M 2J9
Date Began	March 29, 2017

Name	Tyler MOORE
Address for Service	317 Hyman Street, London, Ontario, Canada, N6B 2G6
Date Began	January 15, 2010

Name	Tim STOATE
Address for Service	415 St. Clair Avenue E, Toronto, Ontario, Canada, M4T 1P6
Date Began	December 06, 2009

Name	Vladan VELJOVIC
Address for Service	22 Southport Street, 428, Toronto, Ontario, Canada, M6S 4Y9
Date Began	August 01, 2006

Active Officer(s)

Name	Peter D'UVA
Position	Chair
Address for Service	29 Muirdale Avenue, Toronto, Ontario, Canada, M9R 2V3
Date Began	September 27, 2012

Name	David HOUSE
Position	Vice-Chair
Address for Service	13 Whiteoak Blvd, Toronto, Ontario, Canada, M8X 1H8
Date Began	September 27, 2012

Name	Tyler MOORE
Position	Secretary
Address for Service	317 Hyman St, London, Ontario, Canada, N6B 2G6
Date Began	January 15, 2010

Name	Tim STOATE
Position	Treasurer
Address for Service	415 St. Clair Avenue E, Toronto, Ontario, Canada, M4T 1P6
Date Began	December 06, 2009

Name	Vladan VELJOVIC
Position	President
Address for Service	22 Southport Street, 428, Toronto, Ontario, Canada, M6S 4Y9
Date Began	August 01, 2006

Corporate Name History

Name	THE URBAN ENVIRONMENT CENTRE (TORONTO)
Effective Date	Refer to Corporate Records

Active Business Names

Name	GREENSAVER
Business Identification Number (BIN)	290812510
Registration Date	July 24, 2019
Expiry Date	July 23, 2024

Expired or Cancelled Business Names

Name	GREENSAVER
Business Identification Number (BIN)	180276586
Status	Inactive - Expired
Registration Date	March 13, 2008
Expired Date	March 12, 2013

Name	GREEN$AVER
Business Identification Number (BIN)	180470627
Status	Inactive - Expired
Registration Date	April 30, 2008
Expired Date	April 29, 2013

Name	GREENSAVER
Business Identification Number (BIN)	231156704
Status	Inactive - Expired
Registration Date	November 28, 2013
Expired Date	November 27, 2018

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Bita KEYNEJAD	March 07, 2022
CIA - Notice of Change PAF: Bita KEYNEJAD	February 25, 2022
Annual Return - 2021 PAF: Bita KEYNEJAD	February 22, 2022
CIA - Notice of Change PAF: Vladan VELJOVIC	February 22, 2022
Annual Return - 2020 PAF: VLADAN VELJOVIC - OFFICER	January 17, 2021
CIA - Notice of Change PAF: MAIJA NAPPI - OFFICER	February 11, 2020
Annual Return - 2019 PAF: VLADAN VELJOVIC - OFFICER	January 19, 2020
CIA - Requirement to File 7	December 27, 2019
CIA - Notice of Change PAF: VLADAN VELJOVIC - DIRECTOR	December 19, 2019
CIA - Notice of Change PAF: MAIJA NAPPI - OFFICER	December 03, 2019
Annual Return - 2018 PAF: VLADAN VELJOVIC - OFFICER	March 03, 2019
Annual Return - 2017 PAF: VLADAN VELJOVIC - OFFICER	January 14, 2018
Annual Return - 2016 PAF: VLADAN VELJOVIC - OFFICER	January 29, 2017

Annual Return - 2015 PAF: VLADAN VELJOVIC - OFFICER	February 06, 2016
Annual Return - 2014 PAF: VLADAN VELJOVIC - OFFICER	December 13, 2014
Annual Return - 2013 PAF: VLADAN VELJOVIC - OFFICER	February 15, 2014
CA - Application for Supplementary Letters Patent	January 14, 2014
CIA - Notice of Change PAF: JONATHAN L. BEHAR - OTHER	December 31, 2013
Annual Return - 2012 PAF: VLADAN VELJOVIC - OFFICER	January 05, 2013
Annual Return - 2011 PAF: VLADAN VELJOVIC - OFFICER	March 10, 2012
Annual Return - 2010 PAF: VLADAN VELJOVIC - OFFICER	December 18, 2010
Annual Return - 2009 PAF: VLADAN VELJOVIC - OFFICER	January 25, 2010
Annual Return - 2000 PAF: KEIR BROWNSTONE - OFFICER	October 15, 2001
Other - SPECIAL NOTICE (N/S) PAF: KEIR BROWNSTONE - DIRECTOR	August 30, 1999
CIA - Notice of Change PAF: KATHARINE ALLAN - OFFICER	June 30, 1997
Other - SPECIAL NOTICE 3 PAF: JAYNE PATTERSON - OTHER	February 06, 1995
CIA - Notice of Change PAF: JUDITH ANN SMITH - OFFICER	March 17, 1994
Other - SPECIAL NOTICE 2 PAF: JUDITH ANN SMITH - OFFICER	December 10, 1993

CIA - Notice of Change PAF: JUDITH ANN SMITH - OFFICER	November 08, 1993
CIA - Notice of Change PAF: JUDITH ANN SMITH - OFFICER	June 03, 1993
Other - SPECIAL NOTICE PAF: JUDITH ANN SMITH - Officer	October 15, 1992
CIA - Notice of Change PAF: MICHAEL HOLM - Director	August 17, 1992
CPCV - Corporate Conversion ADD	June 27, 1992

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

This is Exhibit “2” referred to in the Affidavit of Kathryn Furfaro before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

____
Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

Transaction Number: APP-A10047421603
Report Generated on October 06, 2022, 12:40

Ontario

Ministry of Government and
Consumer Services

Profile Report

GREENSAVER HOME ENERGY SERVICES INC. as of October 06, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	GREENSAVER HOME ENERGY SERVICES INC.
Ontario Corporation Number (OCN)	2294860
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	August 09, 2011
Registered or Head Office Address	74 Six Point Road, Toronto, Ontario, Canada, M8Z 2X2

Certified a true copy of the record of the Ministry of Government and Consumer Services.

V. Quintanilla W.

Director/Registrar

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	Tyler MOORE
Address for Service	74 Six Point Road, Toronto, Ontario, Canada, M8Z 2X2
Resident Canadian	Yes
Date Began	August 09, 2011

Name	Tim STOATE
Address for Service	74 Six Point Road, Toronto, Ontario, Canada, M8Z 2X2
Resident Canadian	Yes
Date Began	August 09, 2011

Name	Vladan M. VELJOVIC
Address for Service	22 Southport Street, 428, Toronto, Ontario, Canada, M6S 4Y9
Resident Canadian	Yes
Date Began	August 09, 2011

Name	Vladan VELJOVIC
Address for Service	74 Six Point Road, Toronto, Ontario, Canada, M8Z 2X2
Resident Canadian	Yes
Date Began	August 09, 2011

Active Officer(s)

Name	Tyler MOORE
Position	Secretary
Address for Service	74 Six Point Road, Toronto, Ontario, Canada, M8Z 2X2
Date Began	August 09, 2011

Name	Tim STOATE
Position	Treasurer
Address for Service	74 Six Point Road, Toronto, Ontario, Canada, M8Z 2X2
Date Began	August 09, 2011

Name	Vladan M. VELJOVIC
Position	Chief Executive Officer
Address for Service	22 Southport Street, 428, Toronto, Ontario, Canada, M6S 4Y9
Date Began	August 30, 2011

Name	Vladan M. VELJOVIC
Position	President
Address for Service	22 Southport Street, 428, Toronto, Ontario, Canada, M6S 4Y9
Date Began	August 30, 2011

Name	Vladan M. VELJOVIC
Position	Secretary
Address for Service	22 Southport Street, 428, Toronto, Ontario, Canada, M6S 4Y9
Date Began	August 30, 2011

Name	Vladan VELJOVIC
Position	Chair
Address for Service	74 Six Point Road, Toronto, Ontario, Canada, M8Z 2X2
Date Began	August 09, 2011

Corporate Name History

Name	GREENSAVER HOME ENERGY SERVICES INC.
Effective Date	August 09, 2011

Active Business Names

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

Expired or Cancelled Business Names

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

Document List

Filing Name	Effective Date
Annual Return - 2021 PAF: Bita KEYNEJAD	March 02, 2022
Annual Return - 2020 PAF: VLADAN VELJOVIC - OFFICER	January 17, 2021
Annual Return - 2019 PAF: VLADAN VELJOVIC - OFFICER	January 19, 2020
Annual Return - 2018 PAF: VLADAN VELJOVIC - OFFICER	March 03, 2019
Annual Return - 2017 PAF: VLADAN VELJOVIC - OFFICER	January 14, 2018
Annual Return - 2016 PAF: VLADAN VELJOVIC - DIRECTOR	November 27, 2016
Annual Return - 2015 PAF: VLADAN VELJOVIC - DIRECTOR	December 05, 2015
Annual Return - 2014 PAF: VLADAN VELJOVIC - DIRECTOR	November 29, 2014
Annual Return - 2013 PAF: VLADAN VELJOVIC - DIRECTOR	January 11, 2014
Annual Return - 2012 PAF: VLADAN VELJOVIC - DIRECTOR	January 05, 2013
Annual Return - 2011 PAF: VLADAN VELJOVIC - DIRECTOR	March 10, 2012
CIA - Initial Return PAF: JONATHAN BEHAR - OTHER	September 26, 2011
BCA - Articles of Incorporation	August 09, 2011

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

This is Exhibit “3” referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

Ontario

Ministry of Government and
Consumer Services

Profile Report

HOUSEMASTER TORONTO INC. as of October 06, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	HOUSEMASTER TORONTO INC.
Ontario Corporation Number (OCN)	2340716
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	August 30, 2012
Registered or Head Office Address	74 Six Point Road, Toronto, Ontario, Canada, M8Z 2X2

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	Vladan M. VELJOVIC
Address for Service	22 Southport Street, 428, Toronto, Ontario, Canada, M6S 4Y9
Resident Canadian	Yes
Date Began	August 30, 2012

Name	Vladan VELJOVIC
Address for Service	22 Southport Street, Toronto, Ontario, Canada, M6S 4Y9
Resident Canadian	Yes
Date Began	August 30, 2012

Active Officer(s)

Name	Vladan M. VELJOVIC
Position	Chief Executive Officer
Address for Service	22 Southport Street, 428, Toronto, Ontario, Canada, M6S 4Y9
Date Began	August 30, 2012

Name	Vladan M. VELJOVIC
Position	President
Address for Service	22 Southport Street, 428, Toronto, Ontario, Canada, M6S 4Y9
Date Began	August 30, 2012

Name	Vladan M. VELJOVIC
Position	Secretary
Address for Service	22 Southport Street, 428, Toronto, Ontario, Canada, M6S 4Y9
Date Began	August 30, 2012

Name	Vladan VELJOVIC
Position	President
Address for Service	22 Southport Street, Toronto, Ontario, Canada, M6S 4Y9
Date Began	August 30, 2013

Corporate Name History

Name	HOUSEMASTER TORONTO INC.
Effective Date	August 30, 2012

Active Business Names

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

Expired or Cancelled Business Names

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

Document List

Filing Name	Effective Date
Annual Return - 2021 PAF: Bita KEYNEJAD	March 02, 2022
Annual Return - 2020 PAF: VELJOVIC VLADAN - OFFICER	January 17, 2021
Annual Return - 2019 PAF: VELJOVIC VLADAN - OFFICER	January 19, 2020
Annual Return - 2018 PAF: VELJOVIC VLADAN - OFFICER	March 13, 2019
Annual Return - 2017 PAF: VELJOVIC VLADAN - OFFICER	January 14, 2018
Annual Return - 2016 PAF: VLADAN VELJOVIC - DIRECTOR	November 27, 2016
Annual Return - 2015 PAF: VLADAN VELJOVIC - DIRECTOR	November 14, 2015
Annual Return - 2014 PAF: VLADAN VELJOVIC - DIRECTOR	November 29, 2014
Annual Return - 2013 PAF: VLADAN VELJOVIC - DIRECTOR	January 11, 2014
CIA - Initial Return PAF: VLADAN M. VELJOVIC - DIRECTOR	September 28, 2012
BCA - Articles of Incorporation	August 30, 2012

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

This is Exhibit "4" referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

TD Commercial Banking

Etobicoke Commercial Banking Centre
1315 The Queensway Avenue
Etobicoke, Ontario
M8Z 1S8
Telephone No.: 416-259-9287
Fax No.: 416-259-9293

March 4, 2015

THE URBAN ENVIRONMENT CENTRE (TORONTO)
74 SIX POINT RD
TORONTO, ON
M8Z 2X2

Attention: Ms. Maija Nappi

Demand Operating Facility Agreement

This Agreement between: **The Toronto-Dominion Bank** (the "Bank"), through its Etobicoke Commercial Banking Center branch, in Etobicoke ON.

and

Borrower's Legal Name: THE URBAN ENVIRONMENT CENTRE (TORONTO) (herein called the "Borrower").

Whereas:

(i) the Bank has agreed to establish a revolving demand credit facility (the "Facility");

(ii) the Facility is uncommitted and made available at the sole discretion of the Bank. The Facility may be cancelled at any time even if the Borrower complies with all of the terms and conditions;

(iii) the Facility will operate on the basis established in this Demand Operating Facility Agreement including without limitation the Standard Terms and Conditions attached as Schedule "A" (the "Agreement"), the terms of which may be changed by the Bank from time to time at the Bank's sole discretion.

In consideration of the Bank establishing the Facility, the Borrower hereby agrees with the Bank to the following terms and conditions:

CREDIT LIMIT

1) Ensure outstanding advances under Facility 1, including the face amount of any outstanding undrawn L/Cs, and L/Gs will be at all times the lesser of:

(a) CDN $1,300,000.
(b) 75% of accounts receivable net of over 90 days accounts, related accounts , trust receivables, deferred revenue and customer deposits, and lienable payables plus cash security of $300,000.

PURPOSE

The Borrower will use the Facility to fund working capital.

BORROWING OPTIONS

The Bank will make the Facility available by way of:

- Prime Rate Based Loans in CAD$ ("Prime Based Loans")
- Stand-by Letters of Guarantee in CAD$ ("L/Gs")

AVAILABILITY OF THE FACILITY

The Borrower acknowledges that the Facility is uncommitted and is not automatically available upon satisfaction of the terms and conditions, including without limitation the Representations & Warranties, Positive Covenants, Negative Covenants, or Financial Covenants set out herein.

The Bank can demand repayment and/or cancel the availability of the Facility at any time in its sole discretion.

INTEREST RATES AND STAMPING FEES

For the Borrowing Options available to the Borrower, interest rates and fees are as follows:

- Prime Based Loans: Prime Rate + 1.500 % per annum.
- L/Gs: As set out in the Letter of Credit Indemnity Agreement applicable to the issued L/G.

Information on Interest Rate Definitions, Interest Calculations and Payment is set out in the Schedule "A" attached hereto.

ADMINISTRATION FEE

The Borrower will pay an Administration Fee of CAD $300 per month.
In addition to the Administration Fee, the borrower will pay upon any occurrence of the following:
Late Reporting ("Late Reporting Fee"): Late provision of any reporting/information required as a condition of credit shall result in the Borrower being charged a Late Reporting Fee of $250. The Late Reporting Fee does not imply consent to or approval of late reporting or the non-provision of any information as required by the Agreement.

EXCESS MONITORING FEE

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of $250.00, payable in the currency of the Facility, each time that the Credit Limit of the Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

RENEWAL FEE

CAD$ 2,150 per annum.

DRAWDOWN

Regarding the increase from $1,000,000 to $1,300,000, subject to Disbursement Conditions.
The Borrower can use the Facility on a revolving basis.
The Borrower will follow the provisions set out in this Agreement with respect to notice periods, minimum amounts of draws, interest periods, and applicable terms.

DISBURSEMENT CONDITIONS

The Borrower will not avail itself of the Facility nor will the Bank make the Facility available to the Borrower until the Borrower has fulfilled the standard Disbursement Conditions contained in Schedule "A" and the following disbursement conditions:

a) Signed copy of the Demand Operating Facility Agreement.
b) Provide Compliance Certificate and most recent Accounts Receivable and Accounts Payable listing.
c) Assignment of Term deposit and Credit Balances to be reduced from $500,000 to $300,000.

OVERDRAFTS

The Borrower will have access to Prime Based Loans under the Facility via overdraft from Current Account Number 5227423 at Branch 1728 (the "Current Account") up to the Credit Limit.

REPAYMENT

The Borrower agrees to repay the Bank on demand. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Facility, including without limitation, as applicable, the amount of all unmatured B/As and the amount of all drawn and undrawn L/Gs and L/Cs. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank:

a) General Security Agreement ("GSA") from THE URBAN ENVIRONMENT CENTRE (TORONTO) representing a First charge on all the Borrower's present and after acquired personal property.
b) Assignment of Term Deposits and Credit Balances registered in the name of THE URBAN ENVIRONMENT CENTRE (TORONTO) in the amount of CAD $300,000.

c) General Hypothecation of Stocks and Bonds with power of attorney on the following marketable securities:
  - A portfolio of marketable securities held at the Guarantor's brokerage account at TD Direct Trade (the "Broker").
  - Class A Common Shares issued by THE URBAN ENVIRONMENT CENTRE (TORONTO)
  - Commercial Paper having a credit rating of not less than R1-Mid having a value of not less than CAD $0.

d) Assignment of Fire Insurance in the amount of CAD $50,000.

All persons and entities required to provide a guarantee shall be referred to herein individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors".

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

REPRESENTATIONS & WARRANTIES

The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

All representations and warranties shall be deemed to be continually repeated so long as the Borrower has any dealings with the Bank.

POSITIVE COVENANTS

The Borrower will observe the Standard Positive Covenants set out in Schedule "A".

Reporting Requirements:
The Borrower will provide:

a) Annual Audited financial statements within 120 days of each fiscal year end for The Urban Environment Centre (Toronto).
b) Annual Notice to Reader financial statements within 120 calendar days of each fiscal year end for GreenSaver Home Services Inc.
c) Aged combined accounts receivable listing with separate accounts receivable listing for programs, consulting, and audit divisions and accounts payable listing clearly identifying any lienable payables to be provided within 20 days of each month end.
d) Compliance Certificate signed by senior officer to be provided monthly along with other reporting.
e) Copies of all new and renewed contracts as requested by the Bank.

NEGATIVE COVENANTS

The Borrower will observe the Standard Negative Covenants set out in Schedule "A".

ANCILLARY FACILITIES

As at the date of this Agreement, the following uncommitted ancillary products are made available. These products may be subject to other agreements.

1) TD Visa Business card (or cards) for an aggregate amount of $15,000.

SCHEDULE "A"
TERMS AND
CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which are applicable to the Borrower and which apply to this Facility. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that you acknowledge this offer of financing (which includes the Standard Terms and Conditions) by signing and returning the attached duplicate copy of this agreement to the undersigned by **March 20, 2015.**

Yours truly,

THE TORONTO-DOMINION BANK

Enrique Garrido
Account Manager

Curtis Neumann
Manager Commercial Credit

TO THE TORONTO-DOMINION BANK:

THE URBAN ENVIRONMENT CENTRE (TORONTO) hereby accepts the foregoing offer this 5th day of MARCH, 2015. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

Signature

Signature

VLADAN VELJOVIC, PRESIDENT & CEO
Print Name & Position

Print Name & Position

MARCH 5/2015
Date:

Date:

cc. Guarantor(s)

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

1. DEFINITIONS
Capitalized Terms used in this Agreement shall have the following meanings:

"All-in Rate" means the highest of the Interest Rate that the Borrower pays for Prime Based Loans (which for greater certainty includes the percent per annum added to the Prime Rate).

"Business Day" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

"Branch / Centre" means the Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"Face Amount" means in respect of:
- (i) a B/A, the amount payable to the holder thereof on its maturity;
- (ii) a L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

"Inventory Value" means, at the time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"Letter" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

"Letter of Credit" or *"L/C"* means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

"Letter of Guarantee" or *"L/G"* means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

"Purchase Money Security Interest" means a security interest on equipment which is granted to a lender or to the seller of such equipment in order to secure the purchase price of such equipment or a loan to acquire such equipment, provided that the amount secured by the security interest does not exceed the cost of the equipment, the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

"Receivable Value" means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the amount of all the Borrower's unremitted source deductions and unpaid taxes.

"Receivables / Inventory Summary" means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by the Borrower's senior officer or authorized representative.

"The TD Bank Financial Group" means The Toronto-Dominion Bank and its subsidiaries and affiliates providing deposit, investment, loan, securities, trust, insurance and other products or services.

"USD$ Equivalent" means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the Bank's noon spot rate of exchange.

2. INTEREST RATE DEFINITIONS

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CAD$ B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD$ B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

3. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days for which the subject loan is outstanding. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD$ B/As or USD$ B/As as the case may be, for the specified term of the B/A less the Stamping Fee.

Interest on LIBOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the LIBOR interest period.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied to any indebtedness or amounts owing in any order at the sole discretion of the Bank.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at 21% per annum.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

4. DRAWDOWN PROVISIONS

Prime Based and USBR Loans
There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan over $1,000,000.

B/As
The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. The minimum amount of a drawdown by way of B/As is $1,000,000 and in multiples of $100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown. The Borrower will pay to the Bank the Face Amount of the B/A at the maturity of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

LIBOR
The Borrower shall advise the Bank of the requested LIBOR contract maturity or interest period. The Bank shall have the discretion to restrict the LIBOR contract maturity. The minimum amount of a drawdown by way of a LIBOR Loan is $1,000,000, and shall be in multiples of $100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan.

L/C and/or L/G
The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

B/A - Prime Conversion
The Borrower will provide the Bank with at least 3 Business Days' notice of the Borrower's intention either to convert a B/A to a Prime Based Loan or vice versa, failing which, the Bank may decline to accept such additional B/As or may charge interest on the amount of Prime Based Loans resulting from maturity of B/As at the rate of 115% of the rate applicable to Prime Based Loans for the 3 day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

Cash Management
The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Facility to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Facility even if the drawdown results in amounts outstanding in excess of the Credit Limit.

5. STANDARD DISBURSEMENT CONDITIONS

The Bank shall have received the following documents which should be in form and substance satisfactory to the Bank:

1. a copy of a duly executed resolution of the Borrower's Board of Directors empowering the Borrower to enter into this Agreement;
2. all of the Bank Security and supporting resolutions and solicitors' letters of opinion required under this Agreement;
3. all operation of account documentation;
4. a completed Environmental Questionnaire; and

5. For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement.
6. a copy of any necessary or desirable government approvals authorizing the Borrower to enter into this Agreement.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be repeated each day hereafter, that:

1. The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
2. There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
3. No event of default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an event of default under any other agreement for borrowed money.
4. There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
5. All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.
6. The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.
7. All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and Workers' Compensation dues are currently paid and up to date.
8. All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
   (i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
   (ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
   (iii) the Borrower's ownership, control and structure.

7. STANDARD POSITIVE COVENANTS

In addition to all of the other obligations in this Agreement the Borrower will:

(i) pay all amounts outstanding to the Bank when due or demanded,
(ii) maintain its existence as a sole proprietorship, corporation, partnership or limited partnership, as the case may be, and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect,
(iii) pay all taxes,
(iv) maintain its property, plant and equipment in good repair and working condition,
(v) continue to carry on the business now being carried on,
(vi) maintain adequate insurance on all of its assets, undertakings, and business risks,
(vii) permit the Bank and its authorized representatives full access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom, and
(viii) comply with all applicable laws.

8. STANDARD NEGATIVE COVENANTS

The Borrower will not:

(i) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its property, now owned or hereafter acquired except for those Permitted Liens set out in the Letter.
(ii) merge or amalgamate with any other entity or permit any change of ownership or change its capital structure, and
(iii) sell, lease, assign, or otherwise dispose of all or substantially all of its assets.

Compliance by the Borrower with these Positive Covenants and Negative Covenants shall not automatically entitle the Borrower to the continued availability of the Facility and shall not restrict or limit the Bank's ability to demand repayment of all or any part of amounts outstanding under the Facility.

9. ADDITIONAL INFORMATION AND SECURITY
The Borrower will provide, or cause to be provided, whatever information the Bank may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty made in paragraph 8 of the above Section 6. The Borrower will provide, or cause to be provided, any security or guarantees required by the Bank from time to time.

10. CURRENCY INDEMNITY
USD$ loans must be repaid with USD$ and CAD$ loans must be repaid with CAD$ and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD$ loans are repaid with CAD$ or vice versa, whether such payment is made pursuant to an order of a court or otherwise.

11. TAXATION ON PAYMENTS
All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

12. FX CLOSE OUT
The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

13. ENVIRONMENTAL REPRESENTATION AND UNDERTAKINGS
The Borrower represents, warrants and covenants (which representation, warranty and covenant shall continue each day hereafter) that its property and business is being operated in compliance with applicable environmental, health and safety laws and regulations and that there are no judicial or administrative proceedings in respect thereto.

The Borrower shall, when asked by the Bank, at the Borrower's expense, obtain and provide to the Bank an appraisal, environmental audit or inspection report of any of its property from appraisers, auditors or inspectors acceptable to the Bank.

The Borrower will defend, indemnify and hold harmless the Bank, its officers, directors, employees, agents and shareholders, against all loss, costs, claims, damages and expenses (including legal, audit and inspection expenses) which may be suffered or incurred in connection with the breach of this environmental representation, warranty and covenant and against environmental damage occasioned by the Borrower's activities or by contamination of or from any of the Borrower's property.

14. REPRESENTATION
No representation or warranty or other statement made by the Bank concerning any of the credit facilities shall be binding on the Bank unless made by it in writing as a specific amendment to the Agreement.

15. BANK MAY CHANGE AGREEMENT
The Bank may change the provisions of this Agreement from time to time. These changes include, without limitation, changes to the Credit Limit, interest rate, or fees payable by the Borrower. The Bank will notify the Borrower of any change in this Agreement by mail, hand delivery, electronic mail or facsimile transmission or for a change in any interest rates or interest rate definitions by posting a notice in all of the Bank's branches. The Bank is not required to notify a Guarantor of any change in the Agreement, including without limitation, any increase in the Credit Limit, Overdraft Limit or Loan Amount. If more than one Person signs this Agreement, communication with any one Person will serve as notice to all.

16. METHOD OF COMMUNICATION
The Bank may communicate with the Borrower by ordinary, uninsured mail or other means, including hand delivery, electronic mail or facsimile transmission. Mailed information is deemed to be received by the Borrower five days after mailing. Delivered information is deemed to be received when delivered or left at the Borrower's address. Electronically delivered information is deemed to be received when sent. Messages sent by facsimile are deemed to be received when the Bank receives a fax confirmation.

17. EXPENSES
The Borrower shall pay all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited to, all outside counsel expenses and all in-house legal expenses, if in-house counsel are used, and all outside professional advisory expenses. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 23, the Bank or it's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including the registration fee in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or it's agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Facility.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

18. NON WAIVER
Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

19. EVIDENCE OF INDEBTEDNESS
The Bank shall record on its records the amount of all advances made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the Borrower's indebtedness to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the indebtedness secured by the chattel mortgage.

20. ENTIRE AGREEMENTS

This Agreement replaces any previous letter agreements dealing specifically with the Facility. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement are the entire agreements relating to the Facility described in this Agreement.

21. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

22. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs its accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

23. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the Borrower's credit or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness under this Agreement to the indebtedness under this Agreement, the Bank will convert the deposit or other obligation to the currency of indebtedness under this Agreement using the Bank's noon spot rate of exchange for the conversion of such currency.

24. LIMITATION ACT

The Borrower and the Bank hereby agree that the limitation period for commencement of any court action or proceeding against the Borrower with respect to the Facility shall be six (6) years rather than the period of time that is set out in the applicable limitation legislation.

25. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

26. MISCELLANEOUS

i) The Borrower has received a signed copy of this Agreement;

ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them. Each Borrower hereby acknowledges that each Borrower is an agent of each other Borrower and payment by any Borrower hereunder shall be deemed to be payment by the Borrower making the payment and by each other Borrower. Each payment, including interest payments, made will constitute an acknowledgement of the indebtedness and liability hereunder by each Borrower;

iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;

iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located.

v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

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TD Commercial Banking

Etobicoke Commercial Banking Centre
1315 The Queensway Avenue
Etobicoke, Ontario
M8Z 1S8
Telephone No.: 416-259-9287
Fax No.: 416-259-9293

February 27, 2018

THE URBAN ENVIRONMENT CENTRE (TORONTO)
74 SIX POINT RD
TORONTO, ON
M8Z 2X2

Attention: Mr. Vladan Veljovic

Demand Operating Facility Agreement Amendment

This Amending Agreement between: **The Toronto-Dominion Bank** (the "Bank"), through its Etobicoke Commercial Banking Center branch, in Etobicoke ON.

and

Borrower's Legal Name: THE URBAN ENVIRONMENT CENTRE (TORONTO) (herein called the "Borrower")

Whereas:

(i) The Bank has agreed to establish a revolving demand credit facility (the "Facility") as per the Demand Operating Facility Agreement dated March 5, 2015 which together with Schedule "A" of the Demand Operating Facility Agreement comprise the "Agreement".

In accordance with the terms of the Agreement, the Bank may change the provisions of the Agreement from time to time on notice to the Borrower. The Bank hereby notifies the Borrower that this Amending Agreement amends the Agreement effective as of **27 February 2018** as follows:

CREDIT LIMIT

Amounts outstanding under the Facility will at all times be the lesser of :

1) Ensure outstanding advances under Facility 1, including the face amount of any outstanding undrawn L/Cs, and L/Gs will be at all times the lesser of:
   a) CDN $2,500,000 or its US$ Equivalent AND,
   b) The total of:
      (i) 80% of eligible Investment Grade receivables, plus
      (ii) 75% of eligible other receivables, plus
      (iii) Cash security of $310,000 pledged to the Bank and restrained, less
      (iv) Customer deposits, less
      (v) Priority payables.

- **Eligible Investment Grade receivables** is defined as receivables owing from companies with a public debt rating of Moody's BBB+ or better, net of receivables over 90 days from invoice date.
- **Eligible other receivables** are defined as receivables owing from any other Canadian or American company or individual, net of receivables over 90 days from invoice date, related accounts, contra payables, or otherwise specifically excluded by the Bank.
- **Customer deposits** are defined as any advance payments received by the Borrower.
- **Priority payables** are defined as any payable that would rank ahead of the Bank's security including but not limited to government remittances and trust funds held by the Borrower.

BORROWING OPTIONS

The Bank will make the Facility available by way of:
- Prime Rate Based Loans in CAD$ ("Prime Based Loans")
- United States Base Rate Loans in USD$ ("USBR Loans")
- Stand-by Letters of Guarantee in CAD$ ("L/Gs")

AVAILABILITY OF THE FACILITY

The Borrower acknowledges that the Facility is uncommitted and is not automatically available upon satisfaction of the terms and conditions, including without limitation the Representations & Warranties, Positive Covenants, Negative Covenants, or FinancialCovenants set out herein.

The Bank can demand repayment and/or cancel the availability of the Facility at any timein its sole discretion.

INTEREST RATES AND STAMPING FEES

For the Borrowing Options available to the Borrower, interest rates and fees are as follows:

- Prime Based Loans: Prime Rate + 1.500% per annum
- USBR Loans: USBR + 1.500% per annum
- L/Gs: 2.000% per annum

Information on Interest Rate Definitions, Interest Calculations and Payment is set out in the Schedule "A".

ARRANGEMENT FEE

The Borrower will pay a non-refundable arrangement fee of CAD $4,000 prior to the first drawdown hereunder.

RENEWAL FEE

CAD$ 3,500 per annum

DISBURSEMENT CONDITIONS

The Borrower will not avail itself of the Facility nor will the Bank make the Facility available to the Borrower until the Borrower has fulfilled the standard Disbursement Conditions contained in Schedule "A" and the following disbursement conditions:

a) All security is to be in order and on hand.

b) Executed Demand Operating Facility Agreement to be on hand.

c) Borrowing Base certificate with most recent Account Receivables & Account Payables to demonstrate pre/post covenant compliance.

OVERDRAFTS

The Borrower will have access to Prime Based Loans under the Facility via overdraft from Current Account Number 5227423 at Branch 1728 (the "Current Account") up to the Credit Limit.

SECURITY

The Borrower will provide the following additional security to support all of its present and future indebtedness and liability to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts:

a) General Security Agreement ("GSA") from THE URBAN ENVIRONMENT CENTRE (TORONTO) representing a First charge on all the Borrower's present and after acquired personal property.
b) Assignment of Term Deposits and Credit Balances registered in the name of THE URBAN ENVIRONMENT CENTRE (TORONTO) in the amount of CAD $310,000.
c) General Hypothecation of Stocks and Bonds with power of attorney on the following marketable securities:
   - A portfolio of marketable securities held at the Guarantor's brokerage account at TD Direct Trade (the "Broker").
   - Class A Common Shares issued by THE URBAN ENVIRONMENT CENTRE (TORONTO)
d) Assignment of Fire Insurance
e) Unlimited Guarantee of Advances executed by HOUSEMASTER TORONTO INC. (the "Guarantor") supported by:
   i) General Security Agreement ("GSA") from HOUSEMASTER TORONTO INC. representing a First charge on all the Borrower's present and after acquired personal property.
f) Unlimited Guarantee of Advances Executed by GREENSAVER HOME ENERGY SERVICES INC. (the "Guarantor") supported by:
   i) General Security Agreement ("GSA") from GREENSAVER HOME ENERGY SERVICES INC. representing a First charge on all the Borrower's present and after acquired personal property.

All persons and entities required to provide a guarantee shall be referred to herein individually as a "Guarantor" and/or "Surety" and collectively as the "Guarantors".

All of the above security and guarantees and any previously provided Bank Security shall be referred to collectively in this Agreement as "Bank Security". The Bank Security will be registered in first position, and will be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

REPORTING REQUIREMENTS

The Borrower will provide:

a) Annual Audited Consolidated financial statements for The Urban Environment Center (Toronto) & GreenSaver Home Energy Services Inc. within 90 days of fiscal year end.
b) Annual Notice to Reader financial statements within 90 calendar days of each fiscal year end for GreenSaver Home Services Inc.
c) Annual Notice to Reader financial statements within 90 calendar days of each fiscal year end for Housemaster Toronto Inc.
d) Compliance Certificate signed by senior officer to be provided monthly together with supporting documentation: Aged combined accounts receivable listing with separate accounts receivable listing for Programs, Consulting, and audit divisions and accounts payable listing clearly identifying any lienable payables. To be provided within 25 days of each month end.
e) Provide copies of all new/ renewed contracts as requested by the bank.

SCHEDULE "A"
TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which are applicable to the Borrower and which apply to this Facility. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

ACCURACY OF INFORMATION

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

(i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
(ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
(iii) the Borrower's ownership, control and structure.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

Yours truly,

THE TORONTO-DOMINION BANK

Enrique Garrido	Marc Flindall
Account Manager	Manager Commercial Credit

Commercial Banking

Mississauga Commercial Banking Center
20 Milverton Dr & Hwy 10
Mississauga, ON
L5R 3G2
Telephone No.: (416) 259 -9287
Fax No.: (416) 259- 9293

March 08, 2019

THE URBAN ENVIRONMENT CENTRE (TORONTO)
74 SIX POINT RD
TORONTO, ON M8Z 2X2

Attention: Tim Stoate

Dear,

Demand Operating Facility Agreement Amendment

This Amending Agreement between: **The Toronto-Dominion Bank** (the "Bank"), through its Mississauga Commercial Banking Center branch, in Mississauga ON.

and

Borrower's Legal Name: THE URBAN ENVIRONMENT CENTRE (TORONTO) (herein called the "Borrower")

Borrower's Address:

74 SIX POINT RD
TORONTO, ON
M8Z 2X2

Whereas:

(i) The Bank has agreed to establish a revolving demand credit facility (the "Facility") as per the Demand Operating Facility Agreement dated March 5, 2015 which together with Schedule "A" of the Demand Operating Facility Agreement comprise the "Agreement".

(ii) the Agreement was subsequently amended by way of (a) Demand Operating Facility Amending Agreement(s) dated Feb 27, 2018 which together with the Agreement now comprise the "Agreement".

In accordance with the terms of the Agreement, the Bank may change the provisions of the Agreement from time to time on notice to the Borrower. The Bank hereby notifies the Borrower that this Amending Agreement amends the Agreement effective as of March 4, 2019 as follows:

CREDIT LIMIT

1) Ensure outstanding advances under Facility 1, including the face amount of any outstanding undrawı L/Cs, and L/Gs will be at all times the lesser of:

(a) CAD$2,500,000 increasing to $3,250,000 up to and including August 31,2019, or its US $ Equivalent AND,
(b) i) 80% of eligible Investment Grade receivables, plus
ii) 75% of eligible other receivables, plus
iii) Cash security of $310,000 pledged to the Bank and restrained, less
iv) Customer deposits, less
v) Priority payables

Eligible Investment Grade receivable is defined as receivables owing from companies with a public debt rating of Moody's BBB+ or better, net of receivables over 90 days from invoice date.

Eligible other receivables are defined as receivables owing from any other Canadian or Americaı company or individual, net of receivable over 90 days from invoice date, related accounts, contra payable, or otherwise specifically excluded by the Bank.

Customer deposits is defined as any advance payments received by the Borrower.

Priority payables is defined as any payable that would rank ahead of the Bank's security including but not limited to government remittances and trust funds held by the Borrower.

INTEREST RATES AND STAMPING FEES

For the Borrowing Options available to the Borrower, interest rates and fees are as follows:
- Prime Based Loans: Prime Rate + 1.750 % per annum

Information on Interest Rate Definitions, Interest Calculations and Payment is set out in the Schedule "A".

REPORTING COVENANTS

1) Annual Audited Consolidated Financial Statements for THE URBAN ENVIRONMENT CENTRE (TORONTO) and GREENSAVER HOME ENERGY SERVICES INC. within 90 days of Fiscal Year End
2) Annual Notice to reader Financial Statements within 90 calendar days of fiscal year end for HOUSEMASTER TORONTO INC
3) Annual Notice to reader Financial Statements within 90 calendar days of fiscal year end for GREENSAVER HOME SERVICES INC.
4) Compliance Certificate signed by senior officer to be provided within 25 days each month along with other reporting for THE URBAN ENVIRONMENT CENTRE (TORONTO)
5) Aged combined accounts receivable listing with separate accounts receivable listing for Programs, Consulting, and audit divisions and accounts payable listing clearly identifying any lienable payables to be provided within 25 days of each month end.
6) Provide copies of all new/renewed contracts as requested by the bank within 90 days of fiscal year
7) Combined Quarterly company prepared Financial Statements within 45 calendar days of fiscal quarter end

SETUP FEES

One time Setup fee of $3,500 to be paid

FINANCIAL COVENANTS

1. Maintain a Tangible Net Worth of not less than $1,850,000 stepping up to $3,000,000 at 2019 Fiscal year end.

   Tangible Net Worth is defined as Net-Assets Unrestricted less loan receivables, intangible assets including without limitations, goodwill, research and development, franchises, patents and trademarks.

SCHEDULE "A" TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which are applicable to the Borrower and which apply to this Facility. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

ACCURACY OF INFORMATION

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

(i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;

(ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and

(iii) the Borrower's ownership, control and structure.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

Yours truly,

THE TORONTO-DOMINION BANK

Ahmad Siddiqui	Ryan Winslow
Account Manager	Manager Commercial Services

1728

TD Commercial Banking

Peel Commercial Banking Centre
20 Milverton Drive
Mississauga, ON L5R 3G2
Telephone No.: (416) 259-9594
Fax No.: (905) 890-4136

June 20, 2019

THE URBAN ENVIRONMENT CENTRE (TORONTO)
74 SIX POINT RD
TORONTO, ON
M8Z 2X2

Attention: Mr. Vladan Veljovic

Dear Sir,

Demand Operating Facility Agreement

This Agreement between: **The Toronto-Dominion Bank** (the "Bank"), through its Toronto Centre branch, in Toronto ON.

and

Borrower's Legal Name: THE URBAN ENVIRONMENT CENTRE (TORONTO) (herein called the "Borrower")

Borrower's Address:

74 SIX POINT RD
TORONTO, ON
M8Z 2X2

Whereas:

(i) the Bank has agreed to establish a revolving demand credit facility (the "Facility");

(ii) the Facility is uncommitted and made available at the sole discretion of the Bank. The Facility may be cancelled at any time even if the Borrower complies with all of the terms and conditions;

(iii) the Facility will operate on the basis established in this Demand Operating Facility Agreement including without limitation the Standard Terms and Conditions attached as Schedule "A" (the "Agreement"), the terms of which may be changed by the Bank from time to time at the Bank's sole discretion.

In consideration of the Bank establishing the Facility, the Borrower hereby agrees with the Bank to the following terms and conditions:

CREDIT LIMIT

Ensure outstanding advances under Facility 1, including the face amount of any outstanding undrawn L/Cs, and L/Gs will be at all times the lesser of:

1)

a) CDN $4,000,000 or its US equivalent AND
b) i) 80% of eligible Investment Grade receivables plus
ii) 75% of eligible other receivables, plus
iii) Cash security of $310,000 pledged to the Bank and restrained, less
iv) Customer deposits, less
v) Priority payables

Eligible Investment Grade receivables is defined as receivables owing from companies with a public debt rating of Moody's BBB+ or better, net of receivables over 90 days from invoice date.

Eligible other receivables are defined as receivables owing from any other Canadian or American company or individual, net of receivables over 90 days from invoice date, related accounts, contra payables, or otherwise specifically excluded by the Bank.

Customer deposits is defined as any advance payments received by the Borrower.

Priority payables is defined as any payable that would rank ahead of the Bank's security including but not limited to government remittances and trust funds held by the Borrower.

PURPOSE

The Borrower will use the Facility to fund working capital.

BORROWING OPTIONS

The Bank will make the Facility available by way of:
- Prime Rate Based Loans in CAD$ ("Prime Based Loans")
- United States Base Rate Loans in USD$ ("USBR Loans")
- Stand-by Letters of Guarantee in CAD$ ("L/Gs")

AVAILABILITY OF THE FACILITY

The Borrower acknowledges that the Facility is uncommitted and is not automatically available upon satisfaction of the terms and conditions, including without limitation the Representations & Warranties, Positive Covenants, Negative Covenants, or Financial Covenants set out herein.

The Bank can demand repayment and/or cancel the availability of the Facility at any time in its sole discretion.

INTEREST RATES AND STAMPING FEES

For the Borrowing Options available to the Borrower, interest rates and fees are as follows:
- Prime Based Loans: Prime Rate + 1.750 % per annum
- USBR Loans: USBR + 1.750 % per annum
- L/Gs: As set out in the Letter of Credit Indemnity Agreement applicable to the issued L/G.

Information on Interest Rate Definitions, Interest Calculations and Payment is set out in the Schedule "A" attached hereto.

ARRANGEMENT FEE

The Borrower will pay a non-refundable arrangement fee of CAD $3,500 prior to the first drawdown hereunder.

ADMINISTRATION FEE

The Borrower will pay an Administration Fee of CAD $300 per month.

EXCESS MONITORING FEE

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of $250.00, payable in the currency of the Facility, each time that the Credit Limit of the Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

RENEWAL FEE

CAD$ 3,500 per annum

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The Borrower can use the Facility on a revolving basis.
The Borrower will follow the provisions set out in this Agreement with respect to notice periods, minimum amounts of draws, interest periods, and applicable terms.

1) As required via Overdraft

OVERDRAFTS

The Borrower will have access to Prime Based Loans under the Facility via overdraft from Current Account Number 5227423 at Branch 1728 (the "Current Account") up to the Credit Limit.

REPAYMENT

The Borrower agrees to repay the Bank on demand. If the Bank demands repayment, the Borrower will pay to the

Bank all amounts outstanding under the Facility, including without limitation, as applicable, the amount of all unmatured B/As and the amount of all drawn and undrawn L/Gs and L/Cs. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank:

a) General Security Agreement ("GSA") executed by The Urban Environment Centre (Toronto). representing a First charge on all the Borrower's present and after acquired personal property.

b) Assignment of Term Deposits and Credit balances executed by The Urban Environment Centre (Toronto) in the amount of $310,000 CAD

c) General Hypothecation of Stocks and Bonds executed by the Urban Environment Centre (Toronto)

d) Assignment of Fire Insurance issued by The Urban Environment Centre (Toronto)

e) General Security Agreement ("GSA") executed by Greensaver Home Energy Services Inc. representing a First charge on all present and after acquired personal property.

f) Guarantee of Advances issued by Housemaster Toronto Inc. in support of The Urban Environment Centre (Toronto)

- Unlimited Corporate

g) Guarantee of Advances issued by Greensaver Home Energy Inc. in support of The Urban Environment Centre (Toronto)

- Unlimited Corporate

h) General Security Agreement ("GSA") executed by Housemater Toronto Inc. Representing a First charge on all present and after acquired personal property.

DISBURSEMENT CONDITIONS

The Borrower will not avail itself of the Facility nor will the Bank make the Facility available to the Borrower until the Borrower has fulfilled the standard Disbursement Conditions contained in Schedule "A" and the following disbursement conditions:

a) All security to be on hand and in good order

b) Executed Demand Operating Facility Agreement to be on hand.

All persons and entities required to provide a guarantee shall be referred to herein individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors".

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

PERMITTED LIENS

Permitted Liens as referred to in Schedule "A" are:

Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%.

REPRESENTATIONS AND WARRANTIES

All representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

POSITIVE COVENANTS

The Borrower will observe the Standard Positive Covenants set out in Schedule "A" and in addition will and will ensure that its subsidiaries and each of the Guarantors will:

a) Borrower to confirm any changes in the contracts with Union Gas/Enbridge and Toronto Hydro.

Reporting Requirements:
The Borrower acknowledges that the financial reporting obligations contained herein, including the submission of the financial statements to the Bank on a timely basis, constitute a material condition precedent to the Bank providing the credit facilities contemplated herein. Should the Borrower fail to fulfill such obligations within the delays set forth herein and such default is not remedied within 10 days from the date of the Bank's written notice to the Borrower setting forth the nature of the default, then the Borrower shall be deemed to have committed an "Event of Default" as hereinafter defined.

The Borrower will provide:

a) Annual Consolidated Audited Financial Statements for The Urban Environment Centre (Toronto) and Greensaver Home Energy Services Inc. within 90 days of fiscal year end
b) Annual Notice to Reader Financial Statements from Housemaster Toronto Inc. within 90 days of Fiscal year end
c) Annual Notice to Reader Financial Statements from Greensaver Home Services Inc. within 90 days of Fiscal year end
d) Compliance Certificate signed by senior officer to be provided monthly along with other reporting
e) Aged combined accounts receivable listing with separate accounts receivable listing for Programs, Consulting and audit divisions and accounts payable listing clearly identifying any lienable payables to be provided within 25 days of each month end.
f) Provide copies of all new/renewed contracts as requested by the bank

g) Combined quarterly company prepared financial statements for The Urban Environment Centre (Toronto) within 45 calendar days of fiscal quarter end.

NEGATIVE COVENANTS

The Borrower will observe the Standard Negative Covenants set out in Schedule "A".

FINANCIAL COVENANTS

a) Maintain a Tangible Net Worth of not less than $4,000,000 at all times

Tangible Net Worth is defined as shareholder's equity plus loans made by the shareholders to the Borrower and postponed in favour of the Bank, less loans to its shareholders, employees and other related parties and less intangible assets including without limitation, goodwill, research and development, franchises, patents and trademarks

ANCILLARY FACILITIES

As at the date of this Agreement, the following uncommitted ancillary products are made available. These products may be subject to other agreements.

1) TD Visa Business card (or cards) for an aggregate amount of $20,000.

SCHEDULE "A" TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which are applicable to the Borrower and which apply to this Facility. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

We trust you will find these [illegible] helpful in [illegible] your [illegible]. We ask that you acknowledge this offer of financing (which includes the Standard Terms and Conditions) by signing and returning the attached duplicate copy of this agreement to the undersigned by [illegible].

Yours truly,

THE TORONTO-DOMINION BANK

Paulina Munoz Morlet Senior Account Manager	Ryan Winslow Manager Commercial Services

TO THE TORONTO-DOMINION BANK:

THE URBAN ENVIRONMENT CENTRE (TORONTO) hereby accepts the foregoing offer this [illegible] day of [illegible], 20[illegible]. The Borrower confirms that, except as may be set out above, the credit facility [illegible] detailed herein shall not be used by or on behalf of any third party.

Signature	Signature
VLADAN M VELJOVIC Print Name & Position PRESIDENT [illegible]	JAY BULGER VP OPERATIONS Print Name & Position
Date:	Date:
Signature	Signature
Print Name & Position	Print Name & Position
Date:	Date:

We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that you acknowledge this offer of financing (which includes the Standard Terms and Conditions) by signing and returning the attached duplicate copy of this agreement to the undersigned by July 20, 2019

Yours truly,

THE TORONTO-DOMINION BANK

Paulina Munoz Morlet Senior Account Manager	Ryan Winslow Manager Commercial Services

TO THE TORONTO-DOMINION BANK:

THE URBAN ENVIRONMENT CENTRE (TORONTO) hereby accepts the foregoing offer this 5th day of JUL 1, 2019. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

Signature	Signature
VLADAN M. VELJOVIC Print Name & Position PRESIDENT & CEO	Print Name & Position
Date:	Date:
Signature	Signature
Print Name & Position	Print Name & Position
Date:	Date:

cc. Guarantor(s)

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the following meanings:

"All-in Rate" means the highest of the interest rate that the Borrower pays for Floating Rate Loans.

"Business Day" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

"Branch / Centre" means the Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"Face Amount" means in respect of:

(i) a B/A, the amount payable to the holder thereof on its maturity;
(ii) a L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

"Floating Rate Loans" means any loan drawn down or extended under this Agreement at an interest rate which is referenced to a variable rate of interest, such as Prime Rate.

"Inventory Value" means, at the time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"Letter" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

"Letter of Credit" or *"L/C"* means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

"Letter of Guarantee" or *"L/G"* means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

"Purchase Money Security Interest" means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

"Receivable Value" means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the amount of all the Borrower's unremitted source deductions and unpaid taxes.

"Receivables / Inventory Summary" means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by the Borrower's senior officer or authorized representative.

"US$" or *"USD Equivalent"* means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.

2. INTEREST RATE DEFINITIONS

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CAD B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

CDOR means, for any day, the annual rate for B/As denominated in Canadian Dollars for a specified term that appears on the Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on such day (or, if such day is not a Business Day, then on the immediately preceding Business Day).

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

If Prime Rate, CDOR, LIBOR, USBR or any other applicable base rate is less than zero, such base rate shall be deemed to be zero for purposes of this Agreement.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

3. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days for which the subject loan is outstanding. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and is payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD B/As or USD B/As as the case may be, for the specified term of the B/A less the Stamping Fee, If the B/A discount rate (or the rate used to determine the B/A discount rate) is less than zero, it shall instead be deemed to be zero for purposes of this Agreement.

Interest on LIBOR Loans and CDOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the LIBOR or CDOR interest period, as applicable.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied to any indebtedness or amounts owing in any order at the sole discretion of the Bank.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

4. DRAWDOWN PROVISIONS

Prime Based and USBR Loans
There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan over $1,000,000.

B/As
The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of B/As is $1,000,000 and in multiples of $100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown. The Borrower will pay to the Bank the Face Amount of the B/A at the maturity of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

LIBOR and CDOR
The Borrower shall advise the Bank of the requested LIBOR or CDOR contract maturity or interest period. The Bank shall have the discretion to restrict the LIBOR or CDOR contract maturity. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of a LIBOR Loan or CDOR Loan is $1,000,000, and shall be in multiples of $100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan or CDOR Loan.

L/C and/or L/G
The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

B/A, LIBOR and CDOR - Conversion
Any portion of any B/A, LIBOR or CDOR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the maturity date of the B/A or the last day in the interest period of the LIBOR or CDOR contract, as applicable. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

B/A, LIBOR and CDOR – Market Disruption
If the Bank determines, in its sole discretion, that a normal market in Canada for the purchase and sale of B/As or the making of CDOR or LIBOR Loans does not exist, any right of the Borrower to request a drawdown under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any drawdown request for B/As, LIBOR or CDOR Loans, as applicable, during the suspension period shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount.

Cash Management
The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Facility to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Facility even if the drawdown results in amounts outstanding in excess of the Credit Limit.

5. STANDARD DISBURSEMENT CONDITIONS
The Bank shall have received the following documents which should be in form and substance satisfactory to the Bank:
1. a copy of a duly executed resolution of the Borrower's Board of Directors empowering the Borrower to enter into this Agreement;
2. all of the Bank Security and supporting resolutions and solicitors' letters of opinion required under this Agreement;
3. all operation of account documentation;
4. a completed Environmental Questionnaire and/or if requested by the Bank, an audit inspection report from auditors or inspectors acceptable to the Bank;
5. for drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement; and
6. a copy of any necessary or desirable government approvals authorizing the Borrower to enter into this Agreement.

6. STANDARD REPRESENTATIONS AND WARRANTIES
The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be repeated each day hereafter, that:
1. The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
2. There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
3. No event of default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an event of default under any other agreement for borrowed money.
4. There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
5. All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.
6. The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.
7. All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and workers' compensation dues are currently paid and up to date.

8. If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.
9. All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
   i. the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
   ii. the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
   iii. the Borrower's ownership, control and structure.

7. STANDARD POSITIVE COVENANTS

In addition to all of the other obligations in this Agreement the Borrower will:

- (i) pay all amounts outstanding to the Bank when due or demanded,
- (ii) maintain its existence as a sole proprietorship, corporation, partnership or limited partnership, as the case may be, and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect,
- (iii) pay all taxes,
- (iv) maintain its property, plant and equipment in good repair and working condition,
- (v) continue to carry on the business now being carried on,
- (vi) maintain adequate insurance on all of its assets, undertakings, and business risks,
- (vii) permit the Bank and its authorized representatives full access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom, and
- (viii) comply with all applicable laws.

8. STANDARD NEGATIVE COVENANTS

The Borrower will not:

- (i) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its property, now owned or hereafter acquired except for those Permitted Liens set out in the Letter.
- (ii) merge or amalgamate with any other entity or permit any change of ownership or change its capital structure, and
- (iii) sell, lease, assign, or otherwise dispose of all or substantially all of its assets.

Compliance by the Borrower with these Positive Covenants and Negative Covenants shall not automatically entitle the Borrower to the continued availability of the Facility and shall not restrict or limit the Bank's ability to demand repayment of all or any part of amounts outstanding under the Facility.

9. ADDITIONAL INFORMATION AND SECURITY

The Borrower will provide, or cause to be provided, whatever information the Bank may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty made in paragraph 9 of the above Section 6. The Borrower will provide, or cause to be provided, any security or guarantees required by the Bank from time to time.

10. INDEMNITY

The Borrower agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising or resulting from this Agreement. USD loans must be repaid with USD and CAD loans must be repaid with CAD and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

11. TAXATION ON PAYMENTS
All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

12. FX CLOSE OUT
The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

13. ENVIRONMENTAL REPRESENTATION AND UNDERTAKINGS
The Borrower represents, warrants and covenants (which representation, warranty and covenant shall continue each day hereafter) that its property and business is being operated in compliance with applicable environmental, health and safety laws and regulations and that there are no judicial or administrative proceedings in respect thereto.

The Borrower shall, when asked by the Bank, at the Borrower's expense, obtain and provide to the Bank an appraisal, environmental audit or inspection report of any of its property from appraisers, auditors or inspectors acceptable to the Bank.

The Borrower will defend, indemnify and hold harmless the Bank, its officers, directors, employees, agents and shareholders, against all loss, costs, claims, damages and expenses (including legal, audit and inspection expenses) which may be suffered or incurred in connection with the breach of this environmental representation, warranty and covenant and against environmental damage occasioned by the Borrower's activities or by contamination of or from any of the Borrower's property.

14. REPRESENTATION
No representation or warranty or other statement made by the Bank concerning the Facility shall be binding on the Bank unless made by it in writing as a specific amendment to the Agreement.

15. BANK MAY CHANGE AGREEMENT
The Bank may change the provisions of this Agreement from time to time. These changes include, without limitation, changes to the Credit Limit, interest rate, or fees payable by the Borrower. The Bank will notify the Borrower of any change in this Agreement by mail, hand delivery, electronic mail or facsimile transmission or for a change in any interest rates or interest rate definitions by posting a notice in all of the Bank's branches. The Bank is not required to notify a Guarantor of any change in the Agreement, including without limitation, any increase in the Credit Limit, Overdraft Limit or Loan Amount. If more than one Person signs this Agreement, communication with any one Person will serve as notice to all.

16. METHOD OF COMMUNICATION
The Bank may communicate with the Borrower by ordinary, uninsured mail or other means, including hand delivery, electronic mail or facsimile transmission. Mailed information is deemed to be received by the Borrower five days after mailing. Delivered information is deemed to be received when delivered or left at the Borrower's address. Electronically delivered information is deemed to be received when sent. Messages sent by facsimile are deemed to be received when the Bank receives a fax confirmation.

17. EXPENSES

The Borrower shall pay all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited to, all outside counsel expenses and all in-house legal expenses, if in-house counsel are used, and all outside professional advisory expenses. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 24, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including the registration fee in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or it's agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Facility.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

18. NON WAIVER

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

19. EVIDENCE OF INDEBTEDNESS

The Bank shall record on its records the amount of all advances made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the Borrower's indebtedness to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the indebtedness secured by the chattel mortgage.

20. ENTIRE AGREEMENTS

This Agreement replaces any previous agreements dealing specifically with the Facility. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement are the entire agreements relating to the Facility described in this Agreement.

21. NON-MERGER

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of an inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

22. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

23. RELEASE OF INFORMATION
The Borrower hereby irrevocably authorizes and directs its accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

24. SET-OFF
In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other person, any notice being expressly waived by the Borrower, set-off and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the Borrower's credit or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness under this Agreement to the indebtedness under this Agreement, the Bank will convert the deposit or other obligation to the currency of indebtedness under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

25. SEVERABILITY
In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

26. MISCELLANEOUS

i) The Borrower has received a signed copy of this Agreement;
ii) If more than one person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them.
iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;
iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located.
v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

TD Commercial Banking

Booking Point* 1728

Mississauga Commercial Banking Center
20 Milverton Dr & Hwy 10
Mississauga, ON
L5R 3G2
Telephone No.: (647)-242-9476
Fax No.: (905) 890 4136

April 19, 2021

THE URBAN ENVIRONMENT CENTRE (TORONTO)

Attention: MRS MAIJA NAPPI

Dear Madam,

Demand Operating Facility Agreement Amendment

This Amending Agreement between: **The Toronto-Dominion Bank** (the "Bank"), through its Mississauga Commercial Banking Center branch, in Mississauga ON.

and

Borrower's Legal Name: THE URBAN ENVIRONMENT CENTRE (TORONTO) (herein called the "Borrower")

Borrower's Address:

74 SIX POINT RD
TORONTO, ON
M8Z 2X2

Whereas:

(i) The Bank has agreed to establish a revolving demand credit facility (the "Facility") of Demand Operating Facility Agreement dated July 5th ,2019 which together with Schedule "A" of the Demand Operating Facility Agreement comprise the "Agreement".

In accordance with the terms of the Agreement, the Bank may change the provisions of the Agreement from time to time on notice to the Borrower. The Bank hereby notifies the Borrower that this Amending Agreement amends the Agreement effective as of April 19, 2021 as follows:

CREDIT LIMIT

1) Ensure outstanding advances under Facility 1, including the face amount of any outstanding undrawn L/Cs, and L/Gs will be at all times the lesser of:

(a) CDN $4,000,000 or its US$ Equivalent AND,
(b) i) 80% of Account Receivables from Enbridge/Union gas, Local Distribution companies and Crown corporations including their provincial agencies, plus

ii) 75% of eligible other receivables*, plus
iii) Cash security of $310,000 pledged to the Bank and restrained, less
iv) Customer deposits and deferred revenue, less
v) Priority payables.

*Eligible other receivables are defined as receivables owing from any other Canadian or American company or individual, net of receivables over 90 days from invoice date, related accounts, contra payables, or otherwise specifically excluded by the Bank.

Customer deposits and Deferred Revenue is defined as any advance payments received by the Borrower for work that has not been yet fully completed.

Priority payables is defined as any payable that would rank ahead of the Bank's security including but not limited to government remittances and trust funds held by the Borrower.

The operating line facility is to be forward margined at all times.

BORROWING OPTIONS

The Bank will make the Facility available by way of:
- Prime Rate Based Loans in CAD$ ("Prime Based Loans")
- United States Base Rate Loans in USD$ ("USBR Loans")
- Stand-by Letters of Guarantee in CAD$ ("L/Gs")

AVAILABILITY OF THE FACILITY

The Borrower acknowledges that the Facility is uncommitted and is not automatically available upon satisfaction of the terms and conditions, including without limitation the Representations & Warranties, Positive Covenants, Negative Covenants, or FinancialCovenants set out herein.

The Bank can demand repayment and/or cancel the availability of the Facility at any timein its sole discretion.

Reporting Requirements:
The Borrower will provide:

a) Aged combined accounts receivable listing with separate accounts receivable listing for Programs, Consulting, and audit divisions and accounts payable listing clearly identifying any lienable payables to be provided within 25 days of each month end. Deferred Revenue figures to be provided with each monthly report.

<u>SCHEDULE "A"</u>
<u>TERMS AND</u>
<u>CONDITIONS</u>

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which are applicable to the Borrower and which apply to this Facility. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

ACCURACY OF
INFORMATION

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

(i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
(ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
(iii) the Borrower's ownership, control and structure.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

Yours truly,

THE TORONTO-DOMINION BANK

Paulina Munoz Morlet Relationship Manager	**Andrew Quercia** Manager Commercial Services

This is Exhibit “5” referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

(b71) 1728

TD

TD Bank Group
General Security Agreement

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: TRANSIT #1728, 1315 THE QUEENSWAY, ETOBICOKE, ONTARIO, M8Z 1S8

Granted By: THE URBAN ENVIRONMENT CENTRE (TORONTO)

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. **Security Interest**

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all property of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

(a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party (collectively called "Intangibles");

(b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;

(d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;

(e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;

(f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");

(g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");

(h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");

(i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");

(j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

(k) Proceeds. All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

(a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".

(b) The following terms shall have the respective meanings set out below:

"Branch of the Bank" means the branch of the Bank located at the address specified above.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"Control Agreement" means:

(a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and

(b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) Location of Head Office. The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

(b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;

(c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;

(d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;

(e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and

(f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. **Covenants**

The Grantor covenants and agrees with the Bank that:

(a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;

(b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;

(c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;

(d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

(e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;

(f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;

(g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;

(h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;

(i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;

(j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;

(k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

(l) Landlord Agreement. The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by The Bank

(a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.

(b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Securities, Investment Property

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

(a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and

(b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

10. **Deposits and Credit Balances**

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

11. **Events of Default**

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

(a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;

(b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;

(c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;

(d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;

(e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;

(f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;

(g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;

(h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;

(i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;

(j) an execution or any other process of any court shall become enforceable against the Grantor;

(k) if the Grantor is a partnership, the death of a partner; or

(l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

12. **Remedies**

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law, will have the rights and remedies set out below, which may be enforced successively or concurrently:

(i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

(ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;

(iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;

(iv) to carry on or concur in carrying on all or any part of the business of the Grantor;

(v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;

(vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;

(viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;

(ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;

(x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;

(xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

(d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.

(e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

(f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. **Environmental License and Indemnity**

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

14. **Miscellaneous**

(a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

(b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.

(c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.

(d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

(e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

(f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.

(g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.

(h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.

(i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.

(j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.

(k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.

(l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.

(m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.

(o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.

(p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.

(q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

(r) Execution. The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 5TH day of MAY, 2014.

THE URBAN ENVIRONMENT CENTRE (TORONTO)

X Per: ____________________
(authorized signature) VLADAN VELJOVIC

X Per: ____________________
(authorized signature) TYLER MOORE

Signature:

Name:

74 SIX POINT RD, TORONTO, ONTARIO, M8Z 2X2

X ____________________
Witness as to execution
MAIJA NAYLI

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER

LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

(a) The ________________ and the ________________ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.

(b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of ________________
THE URBAN ENVIRONMENT CENTRE (TORONTO)
on the________ day of ________________ , ______ and that the said Resolution is now in full force and effect.

X ________________ C/S
Secretary

This is Exhibit "6" referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

Assignment of Term Deposits and Credit Balances

1728 Branch

To: The Toronto-Dominion Bank and its subsidiaries, (including TD Mortgage Corporation and TD Pacific Mortgage Corporation) ("TD")

In Consideration of advances heretofore, now or hereafter made to the Undersigned and/or to THE URBAN ENVIRONMENT CENTRE (TORONTO) (hereinafter called the Customer), the Undersigned hereby assigns, transfers and sets over to The Toronto-Dominion Bank (the "Bank") to the extent of THREE HUNDRED AND TEN THOUSAND ($ 310,000.00) Dollars all monies which are now or may hereafter be from time to time at the credit of the Undersigned with TD at the 1315 The Queensway, Etobicoke, Ontario M8Z 1S8 Branch of the Bank, Which monies shall include any amount and interest thereon due or accruing due to the undersigned pursuant to any term deposit instrument of TD, and TD is hereby authorized to hold such monies as a continuing collateral security for the payment of the present and future indebtedness and / or liability, direct or indirect, by way of guarantee or otherwise, and however arising, and any ultimate unpaid balance thereof, of the Undersigned and / or of the Customer to the Bank; and TD is hereby authorized to refuse to honour any cheques or orders for the payment of money which the Bank may consider would impair the value of this Assignment. The Undersigned further authorizes TD to charge against any monies herein assigned any indebtedness and / or liability hereby secured as the same may become due and payable.

It is understood that if TD permits the Undersigned to make withdrawals from any such monies at the credit of the Undersigned, such permission shall be without prejudice to the rights hereby conferred upon the Bank to hold such monies as security as aforesaid or to charge against the same any indebtedness and / or liability hereby secured and is not to be construed as a waiver by the Bank of such rights.

The Bank may grant extensions of time or any other indulgence, take and give up security, accept compositions, grant releases and discharges, and otherwise deal with the Customer and with other parties and securities as the Bank may see fit without prejudice to the indebtedness and / or liability of the Undersigned to the Bank or to the Bank's rights to hold or deal with the said monies herein assigned. The authority hereby given shall not be revoked by the death of the Undersigned and in the event of the death of the Undersigned you are hereby authorized to pay from the monies herein assigned the indebtedness and / or liability of the Undersigned and / or the Customer to the Bank whether such indebtedness and / or liability has become due and payable or not.

This assignment shall be binding upon the heirs, executors, administrators and assigns of the Undersigned.
The Undersigned acknowledges receiving a copy of this assignment.

Dated at TORONTO this 4th day of April 20 18.

Company Name: THE URBAN ENVIRONMENT CENTRE (TORONTO)

Signature

Title:
VLADAN VELJOVIC

Signature

Title:

This is Exhibit “7” referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

TD Bank Group
Guarantee

This **Guarantee** is made as of the 4TH day of APRIL, 2018.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of THE URBAN ENVIRONMENT CENTRE (TORONTO) (the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

NOW THEREFORE, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, 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 whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

3. Indemnity/Primary Obligation

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

4. Nature of Guarantor's Liability

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

(a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

(b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;

(c) failure of the Bank to comply with or perform any agreements relating to the Obligations;

(d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;

(e) the taking of or the failure by the Bank to take a guarantee from any other person;

(f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;

(g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;

(h) the current financial condition of the Customer and any change in the Customer's financial condition;

(i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;

(j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;

(k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;

(l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;

(m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;

(n) the Customer's account being closed or the Bank ceasing to deal with the Customer;

(o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or

(p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

7. Interest

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

8. State of Account

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

9. Application of Moneys Received

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

10. No Set-off or Counterclaim

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

11. Exhausting Recourse

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

12. No Representations

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

13. Postponement and Assignment

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

14. Subrogation

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

15. Bankruptcy of Customer

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

16. Costs and Expenses

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

17. Other Guarantees and Security

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

18. Amendment and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

19. Discharge

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

20. General

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

GREENSAVER HOME ENERGY SERVICES INC.

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

I HEREBY CERTIFY THAT:

1. ____,
the guarantor in the guarantee dated ____________________
made between
____
and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by ____,
Barrister and Solicitor at the
____ of ____________,
in the Province of Alberta, this ____________ day of ______________, 20___.

N/A

____
Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

____
Signature of Guarantor

ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. ______________________________ of ______________________________ in the province of ______________, the guarantor in the guarantee dated ______________________ made between The Toronto-Dominion Bank and ______________________________, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;

3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;

4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at ______________________________ this ____________ day of ____________, 20___, under my hand and seal of office.

N/A

(SEAL REQUIRED WHERE NOTARY
PUBLIC SIGNS CERTIFICATE)

____
A LAWYER OR A NOTARY PUBLIC IN
AND FOR ______________________________

STATEMENT OF GUARANTOR

I am the person named in this certificate.

____
Signature of Guarantor

This is Exhibit “8” referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

TD Bank Group
Guarantee

This **Guarantee** is made as of the 4TH day of APRIL, 2018.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of
THE URBAN ENVIRONMENT CENTRE (TORONTO)
(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

NOW THEREFORE, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, 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 whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

3. Indemnity/Primary Obligation

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

4. Nature of Guarantor's Liability

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

(a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

(b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;

(c) failure of the Bank to comply with or perform any agreements relating to the Obligations;

(d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;

(e) the taking of or the failure by the Bank to take a guarantee from any other person;

(f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;

(g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;

(h) the current financial condition of the Customer and any change in the Customer's financial condition;

(i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;

(j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;

(k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;

(l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;

(m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;

(n) the Customer's account being closed or the Bank ceasing to deal with the Customer;

(o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or

(p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

7. **Interest**

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

8. **State of Account**

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

9. **Application of Moneys Received**

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

10. **No Set-off or Counterclaim**

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

11. **Exhausting Recourse**

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

12. **No Representations**

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

13. **Postponement and Assignment**

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

14. **Subrogation**

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

15. Bankruptcy of Customer

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

16. Costs and Expenses

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

17. Other Guarantees and Security

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

18. Amendment and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

19. Discharge

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

20. General

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

HOUSEMASTER TORONTO INC.

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

Personal Guarantee

Signature of Guarantor: ______________________

Print name: ______________________

I HEREBY CERTIFY THAT:

1. ____,

the guarantor in the guarantee dated ____________________

made between

____

and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by ____,

Barrister and Solicitor at the

____ of ____________,

in the Province of Alberta, this ____________ day of ______________, 20___.

____

Signature

N/A

STATEMENT OF GUARANTOR

I am the person named in this certificate.

____

Signature of Guarantor

ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. ______________________________ of ______________________________ in the province of ____________, the guarantor in the guarantee dated ____________________ made between The Toronto-Dominion Bank and ______________________________, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;

3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;

4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

N/A

Given at ______________________________ this __________ day of __________, 20___, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

____
A LAWYER OR A NOTARY PUBLIC IN AND FOR ______________________________

STATEMENT OF GUARANTOR

I am the person named in this certificate.

____
Signature of Guarantor

This is Exhibit "9" referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

____
Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

General Security Agreement

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: Branch #1728 (1315 The Queensway, Etobicoke, Ontario, M8Z 1S8)

Granted By: GREENSAVER HOME ENERGY SERVICES INC.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

(a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");

(b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;

(d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;

(e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;

(f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");

(g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");

(h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");

(i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");

(j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

(k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

(a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".

(b) The following terms shall have the respective meanings set out below:

"Branch of the Bank" means the branch of the Bank located at the address specified above.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"Control Agreement" means:

(a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and

(b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

(b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;

(c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;

(d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;

(e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and

(f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. Covenants

The Grantor covenants and agrees with the Bank that:

(a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;

(b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;

(c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;

(d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

(e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;

(f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;

(g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;

(h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;

(i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;

(j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;

(k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

(l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by The Bank

(a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.

(b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Securities, Investment Property

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

(a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and

(b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

(a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;

(b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;

(c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;

(d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;

(e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;

(f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;

(g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;

(h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;

(i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;

(j) an execution or any other process of any court shall become enforceable against the Grantor;

(k) if the Grantor is a partnership, the death of a partner; or

(l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

12. Remedies

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:

(i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

(ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;

(iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;

(iv) to carry on or concur in carrying on all or any part of the business of the Grantor;

(v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;

(vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;

(viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;

(ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;

(x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;

(xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

(d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.

(e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

(f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

14. Miscellaneous

(a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

(b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.

(c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.

(d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

(e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

(f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.

(g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.

(h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.

(i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.

(j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.

(k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.

(l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.

(m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.

(o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.

(p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.

(q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

(r) Execution. The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 4th day of April, 2018.

GREENSAVER HOME ENERGY SERVICES INC.

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Signature:
____
Witness as to execution

Name:

Signature:

Name:

Signature:

Name:

Signature:

Name:

Signature:

Name:

Signature:

Name:

Signature:

Name:

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER

LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. ______________ issued by ____________________________ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. **By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.**
2. **Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.**
3. **Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.**
4. **The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number of under any other such number.**

"RESOLVED THAT:

(a) The___________________________________ and the ____ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.

(b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of ______________________________________
____
on the_________ day of ____________________________ , ______ and that the said Resolution is now in full force and effect.

____ C/S
Secretary

This is Exhibit "10" referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

General Security Agreement

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: Branch #1728 (1315 The Queensway, Etobicoke, Ontario, M8Z 1S8)

Granted By: HOUSEMASTER TORONTO INC.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

(a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");

(b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;

(d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;

(e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;

(f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");

(g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");

(h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");

(i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");

(j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

(k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

(a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".

(b) The following terms shall have the respective meanings set out below:

"Branch of the Bank" means the branch of the Bank located at the address specified above.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"Control Agreement" means:

(a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and

(b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

(b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;

(c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;

(d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;

(e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and

(f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. Covenants

The Grantor covenants and agrees with the Bank that:

(a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;

(b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;

(c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;

(d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

(e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;

(f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;

(g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;

(h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;

(i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;

(j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;

(k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

(l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by The Bank

(a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.

(b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Securities, Investment Property

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

(a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and

(b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

10. **Deposits and Credit Balances**

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

11. **Events of Default**

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

(a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;

(b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;

(c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;

(d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;

(e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;

(f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;

(g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;

(h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;

(i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;

(j) an execution or any other process of any court shall become enforceable against the Grantor;

(k) if the Grantor is a partnership, the death of a partner; or

(l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

12. **Remedies**

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:

(i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

(ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;

(iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;

(iv) to carry on or concur in carrying on all or any part of the business of the Grantor;

(v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;

(vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;

(viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;

(ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;

(x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;

(xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

(d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.

(e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

(f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

14. Miscellaneous

(a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

(b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.

(c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.

(d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

(e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

(f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.

(g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.

(h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.

(i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.

(j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.

(k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.

(l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.

(m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.

(o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.

(p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.

(q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

(r) Execution. The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 4th day of April, 2018.

HOUSEMASTER TORONTO INC.

Per: ______________________
(authorized signature)

Per: ______________________
(authorized signature)

Signature: ______________________
Name:

Witness as to execution

[Address of Grantor]

Signature: ______________________
Name:

[Address of Grantor]

Signature: ______________________
Name:

[Address of Grantor]

Signature: ______________________
Name:

[Address of Grantor]

Signature: ______________________
Name:

[Address of Grantor]

Signature: ______________________
Name:

[Address of Grantor]

Signature: ______________________
Name:

[Address of Grantor]

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER

LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. ______________ issued by ____________________________ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. **By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.**
2. **Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.**
3. **Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.**
4. **The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number of under any other such number.**

"RESOLVED THAT:

(a) The___________________________________ and the ____ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.

(b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of ______________________________________
____
on the_________ day of _____________________________ , ______ and that the said Resolution is now in full force and effect.

____ C/S
Secretary

This is Exhibit "11" referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

ServiceOntario

Main Menu New Enquiry

Enquiry Result

File Currency: **05OCT 2022**

All Pages

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	654758028	1	9	1	21	08JUL 2024		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
654758028		01	001		20090708 1404 1462 3135	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	THE URBAN ENVIRONMENT CENTRE (TORONTO)				
	Address		**City**	**Province**	**Postal Code**
	74 SIX POINT ROAD		TORONTO	ON	M8Z2X2

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	THE TORONTO-DOMINION BANK			
	Address	**City**	**Province**	**Postal Code**
	1315 THE QUEENSWAY	ETOBICOKE	ON	M8Z1S8

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

173

Registering Agent	Registering Agent			
	GARFINKLE, BIDERMAN LLP			
	Address	City	Province	Postal Code
	1 ADELAIDE ST. EAST, SUITE 801	TORONTO	ON	M5C2V9

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)				
File Currency	05OCT 2022				
	File Number	Family	of Families	Page	of Pages
	654758028	1	9	2	21

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20140521 1442 1530 4748	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	654758028		X	B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	THE URBAN ENVIRONMENT CENTRE (TORONTO)		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname	
	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description					
Registering Agent	Registering Agent or Secured Party/ Lien Claimant					
	CANADIAN SECURITIES REGISTRATION SYSTEMS					
	Address			City	Province	Postal Code
	4126 NORLAND AVENUE			BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	Family	of Families	Page	of Pages			
	654758028	1	9	3	21			
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT								
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under		
		01	001		20190618 1936 1531 2921			
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period		
	654758028		X	B RENEWAL	5			
Reference Debtor/ Transferor	First Given Name	Initial	Surname					
	Business Debtor Name							
	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
Other Change	Other Change							
Reason / Description	Reason / Description							
Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname				
	Business Debtor Name			Ontario Corporation Number				
	Address	City	Province	Postal Code				
Assignor Name	Assignor Name							
Secured Party	Secured party, lien claimant, assignee							
	Address	City	Province	Postal Code				

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)						
File Currency	05OCT 2022						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	654758037	2	9	4	21	08JUL 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
654758037		01	001		20090708 1404 1462 3136	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	THE URBAN ENVIRONMENT CENTRE (TORONTO)			
	Address	City	Province	Postal Code
	74 SIX POINT ROAD	TORONTO	ON	M8Z2X2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	THE TORONTO-DOMINION BANK			
	Address	City	Province	Postal Code
	1315 THE QUEENSWAY	ETOBICOKE	ON	M8Z1S8

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				X

Motor Vehicle	Year	Make	Model	V.I.N.

Description					

General Collateral Description	General Collateral Description
	ASSIGNMENT OF TERM DEPOSITS AND CREDIT BALANCES

Registering Agent	Registering Agent			
	GARFINKLE, BIDERMAN LLP			
	Address	City	Province	Postal Code
	1 ADELAIDE ST. EAST, SUITE 801	TORONTO	ON	M5C2V9

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)						
File Currency	05OCT 2022						
	File Number	Family	of Families	Page	of Pages		
	654758037	2	9	5	21		
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT							
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number		Registered Under
		01	001		20140521 1442 1530 4749		

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	654758037		X	B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	THE URBAN ENVIRONMENT CENTRE (TORONTO)		

Other Change	Other Change
Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname	
	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Assignor Name	Assignor Name			
Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**			
	CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	**City**	**Province**	**Postal Code**
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)				
File Currency	05OCT 2022				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	654758037	2	9	6	21

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		01	001		20190618 1936 1531 2930	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	654758037		X	B RENEWAL	5	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	THE URBAN ENVIRONMENT CENTRE (TORONTO)		

Other Change	**Other Change**
Reason / Description	**Reason / Description**

Debtor/ Transferee	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	Business Debtor Name			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address					City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make				Model		V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address					City		Province	Postal Code
	4126 NORLAND AVENUE					BURNABY		BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	755856666	3	9	7	21	26SEP 2024		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period	
755856666		001	2		20190926 0956 1532 6869	P PPSA	05	
Individual Debtor	Date of Birth	First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name					Ontario Corporation Number		
	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
	Address				City	Province	Postal Code	
	74 SIXPOINT ROAD				ETOBICOKE	ON	M8Z2X2	
Individual Debtor	Date of Birth	First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name					Ontario Corporation Number		
	Address				City	Province	Postal Code	
Secured Party	Secured Party / Lien Claimant							

	MERCEDES-BENZ FINANCIAL								
	Address					City		Province	Postal Code
	2680 MATHESON BLVD. E. STE 500					MISSISSAUGA		ON	L4W0A5
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	57660.98	20SEP2024	
Motor Vehicle Description	Year	Make				Model		V.I.N.	
	2019	MERCEDES-BENZ				2C1446		WD3BF0CD7KP118315	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	D + H LIMITED PARTNERSHIP								
	Address					City		Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR					MISSISSAUGA		ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	755856666	3	9	8	21	26SEP 2024		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number		Registered Under	Registration Period
755856666		002	2		20190926 0956 1532 6869			
Individual Debtor	Date of Birth		First Given Name		Initial		Surname	
Business Debtor	Business Debtor Name						Ontario Corporation Number	
	Address				City		Province	Postal Code
Individual Debtor	Date of Birth		First Given Name		Initial		Surname	
Business Debtor	Business Debtor Name						Ontario Corporation Number	
	Address				City		Province	Postal Code
Secured Party	Secured Party / Lien Claimant							
	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION							
	Address				City		Province	Postal Code
	2680 MATHESON BLVD. E. STE 500				MISSISSAUGA		ON	L4W0A5

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

180

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)						
File Currency	05OCT 2022						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	755856693	4	9	9	21	26SEP 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
755856693		001	2		20190926 0956 1532 6871	P PPSA	05

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	THE URBAN ENVIRONMENT CENTRE (TORONTO)			
	Address	City	Province	Postal Code
	74 SIXPOINT ROAD	ETOBICOKE	ON	M8Z2X2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	MERCEDES-BENZ FINANCIAL			
	Address	City	Province	Postal Code
	2680 MATHESON BLVD. E. STE 500	MISSISSAUGA	ON	L4W0A5

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	57660.98	20SEP2024	

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2019	MERCEDES-BENZ	2C1446	WD3BF0CD4KP134519

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	D + H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	755856693	4	9	10	21	26SEP 2024		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period	
755856693		002	2		20190926 0956 1532 6871			

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code
Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code
Secured Party	Secured Party / Lien Claimant				
	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION				
	Address		City	Province	Postal Code
	2680 MATHESON BLVD. E. STE 500		MISSISSAUGA	ON	L4W0A5

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	758305683	5	9	11	21	05DEC 2025		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**	
758305683		01	002		20191205 1406 1462 8065	P PPSA	6	
Individual Debtor	**Date of Birth**	**First Given Name**		**Initial**		**Surname**		
Business Debtor	**Business Debtor Name**					**Ontario Corporation Number**		
	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
	Address			**City**		**Province**	**Postal Code**	
	74 SIX POINT RD			ETOBICOKE		ON	M8Z2X2	
Individual Debtor	**Date of Birth**	**First Given Name**		**Initial**		**Surname**		
Business Debtor	**Business Debtor Name**					**Ontario Corporation Number**		
	THE URBAN ENVIRONMENT CENTRE							
	Address			**City**		**Province**	**Postal Code**	
	74 SIX POINT RD			ETOBICOKE		ON	M8Z2X2	
Secured Party	**Secured Party / Lien Claimant**							
	VAULT CREDIT CORPORATION							
	Address			**City**		**Province**	**Postal Code**	
	41 SCARSDALE ROAD UNIT 5			TORONTO		ON	M3B2R2	
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
			X		X	X			
Motor Vehicle Description	**Year**	**Make**		**Model**		**V.I.N.**		
	2020	FORD		F150		1FTFW1E43LFA00814		
General Collateral Description	**General Collateral Description**							
Registering Agent	**Registering Agent**							
	VAULT CREDIT CORPORATION							
	Address			**City**		**Province**	**Postal Code**	
	41 SCARSDALE ROAD UNIT 5			TORONTO		ON	M3B2R2	

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	758305683	5	9	12	21	05DEC 2025		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**	

758305683		02	002			20191205 1406 1462 8065		P PPSA	6	
Individual Debtor	**Date of Birth**		**First Given Name**				**Initial**	**Surname**		
Business Debtor	**Business Debtor Name**							**Ontario Corporation Number**		
	GREENSAVER									
	Address						**City**	**Province**	**Postal Code**	
	74 SIX POINT RD						ETOBICOKE	ON	M8Z2X2	
Individual Debtor	**Date of Birth**		**First Given Name**				**Initial**	**Surname**		
Business Debtor	**Business Debtor Name**							**Ontario Corporation Number**		
	Address						**City**	**Province**	**Postal Code**	
Secured Party	**Secured Party / Lien Claimant**									
	Address						**City**	**Province**	**Postal Code**	
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**	
Motor Vehicle Description	**Year**	**Make**				**Model**		**V.I.N.**		
General Collateral Description	**General Collateral Description**									
Registering Agent	**Registering Agent**									
	VAULT CREDIT CORPORATION									
	Address						**City**	**Province**	**Postal Code**	
	41 SCARSDALE ROAD UNIT 5						TORONTO	ON	M3B2R2	

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	758649312	6	9	13	21	17DEC 2024		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
758649312		001	1			20191217 1402 9492 0416	P PPSA	05
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
	Address					**City**	**Province**	**Postal Code**
	74 SIXPOINT RD					ETOBICOKE	ON	M8Z 2X2

Individual Debtor	**Date of Birth**	**First Given Name**				**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**							**Ontario Corporation Number**	
	Address					**City**		**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**								
	GRANDE NATIONAL LEASING INC								
	Address					**City**		**Province**	**Postal Code**
	8201 KEELE ST UNIT 1					CONCORD		ON	L4K 1Z4
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
	X					X	104133		X
Motor Vehicle Description	**Year**	**Make**				**Model**		**V.I.N.**	
	2020	TAG				TRAILER		2B9BEA327LC284230	
General Collateral Description	**General Collateral Description**								
	ADDITIONAL ITEMS AS LISTED ON SCHEDULE B OF LEASE 6452								
Registering Agent	**Registering Agent**								
	Address					**City**		**Province**	**Postal Code**

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)								
File Currency	05OCT 2022								
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**		**Status**	
	759650679	7	9	14	21	28JAN 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**		**Registered Under**	**Registration Period**
759650679		001	2			20200128 1601 1902 9097		P PPSA	06
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**							**Ontario Corporation Number**	
	THE URBAN ENVIRONMENT CENTRE (TORONTO)								
	Address					**City**		**Province**	**Postal Code**
	74 SIX POINT RD					TORONTO		ON	M8Z 2X2
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**							**Ontario Corporation Number**	
	GREENSAVER								
	Address					**City**		**Province**	**Postal Code**
	74 SIX POINT RD					TORONTO		ON	M8Z 2X2
Secured Party	**Secured Party / Lien Claimant**								

	BLUE CHIP LEASING CORPORATION								
	Address					City		Province	Postal Code
	156 DUNCAN MILL RD, UNIT 16					TORONTO		ON	M3B 3N2
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X				
Motor Vehicle Description	Year	Make				Model		V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.								
	Address					City		Province	Postal Code
	201-1325 POLSON DRIVE					VERNON		BC	V1T 8H2

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)								
File Currency	05OCT 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status	
	759650679	7	9	15	21	28JAN 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number		Registered Under	Registration Period
759650679		002	2			20200128 1601 1902 9097			
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	THE URBAN ENVIRONMENT CENTRE								
	Address					City		Province	Postal Code
	74 SIX POINT RD					TORONTO		ON	M8Z 2X2
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	Address					City		Province	Postal Code
Secured Party	Secured Party / Lien Claimant								
	Address					City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	767647251	8	9	16	21	12NOV 2025		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**	
767647251		001	4		20201112 1402 1532 8688	P PPSA	5	

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	THE URBAN ENVIRONMENT CENTRE (TORONTO)				
	Address		**City**	**Province**	**Postal Code**
	74 SIX POINT ROAD		TORONTO	ON	M8Z 2X2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GREENSAVER				
	Address		**City**	**Province**	**Postal Code**
	74 SIX POINT ROAD		TORONTO	ON	M8Z 2X2

Secured Party	Secured Party / Lien Claimant			
	ARI FINANCIAL SERVICES INC.			
	Address	**City**	**Province**	**Postal Code**
	600-1270 CENTRAL PARKWAY WEST	MISSISSAUGA	ON	L5C 4P4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION,
	PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS,
	TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING

Registering Agent	Registering Agent			
	CSRS			
	Address	City	Province	Postal Code
	4126 NORLAND AVE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)								
File Currency	05OCT 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status	
	767647251	8	9	17	21	12NOV 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number		Registered Under	Registration Period
767647251		002	4			20201112 1402 1532 8688			
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	Address					City		Province	Postal Code
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	Address					City		Province	Postal Code
Secured Party	Secured Party / Lien Claimant								
	Address					City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make				Model		V.I.N.	
General Collateral Description	General Collateral Description								
	WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS),								
	MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR								
	DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED								
Registering Agent	Registering Agent								
	Address					City		Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)

File Currency	05OCT 2022							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	767647251	8	9	18	21	12NOV 2025		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**		**Registered Under**	**Registration Period**
767647251		003	4		20201112 1402 1532 8688			
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address				**City**		**Province**	**Postal Code**
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address				**City**		**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**							
	Address				**City**		**Province**	**Postal Code**
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
Motor Vehicle Description	**Year**	**Make**			**Model**		**V.I.N.**	
General Collateral Description	**General Collateral Description**							
	PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND							
	FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED							
	THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS OF OR RELATING TO ANY							
Registering Agent	**Registering Agent**							
	Address				**City**		**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	767647251	8	9	19	21	12NOV 2025		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**		**Registered Under**	**Registration Period**
767647251		004	4		20201112 1402 1532 8688			

Individual Debtor	Date of Birth	First Given Name				Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	Address					City		Province	Postal Code
Individual Debtor	Date of Birth	First Given Name				Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	Address					City		Province	Postal Code
Secured Party	Secured Party / Lien Claimant								
	Address					City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make				Model		V.I.N.	
General Collateral Description	General Collateral Description								
	OF THE FOREGOING.								
Registering Agent	Registering Agent								
	Address					City		Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)								
File Currency	05OCT 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status	
	774803277	9	9	20	21	27JUL 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number		Registered Under	Registration Period
774803277		001	2			20210727 1015 1901 1743		P PPSA	05
Individual Debtor	Date of Birth	First Given Name				Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	THE URBAN ENVIRONMENT CENTRE (TORONTO)								
	Address					City		Province	Postal Code
	74 SIX POINT RD					TORONTO		ON	M8Z 2X2
Individual Debtor	Date of Birth	First Given Name				Initial		Surname	

Business Debtor	**Business Debtor Name**							**Ontario Corporation Number**	
	Address					**City**		**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**								
	MERIDIAN ONECAP CREDIT CORP.								
	Address					**City**		**Province**	**Postal Code**
	SUITE 1500, 4710 KINGSWAY					BURNABY		BC	V5H 4M2
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
			X		X	X			
Motor Vehicle Description	**Year**	**Make**				**Model**		**V.I.N.**	
	2017	ISUZU				NRR		JALE5W168H7303705	
	2017	ISUZU				NRR		JALE5W161H7303691	
General Collateral Description	**General Collateral Description**								
	TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS								
	REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL								
	PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE								
Registering Agent	**Registering Agent**								
	ESC CORPORATE SERVICES LTD.								
	Address					**City**		**Province**	**Postal Code**
	201-1325 POLSON DRIVE					VERNON		BC	V1T 8H2

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	THE URBAN ENVIRONMENT CENTRE (TORONTO)							
File Currency	05OCT 2022							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	774803277	9	9	21	21	27JUL 2026		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
774803277		002	2			20210727 1015 1901 1743		
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address					**City**	**Province**	**Postal Code**
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address					**City**	**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**							
	Address					**City**	**Province**	**Postal Code**

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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE
	PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR
	DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

LAST PAGE

Note: All pages have been returned.

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Show All Pages

ServiceOntario

Main Menu New Enquiry

Enquiry Result

File Currency: **05OCT 2022**

All Pages

Note: All pages have been returned.

Type of Search	Business Debtor
Search Conducted On	GREENSAVER HOME ENERGY SERVICES INC.
File Currency	05OCT 2022

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	737894088	1	1	1	1	04APR 2023	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737894088		001	1		20180404 1317 1590 6747	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	GREENSAVER HOME ENERGY SERVICES INC.			2294860
	Address	**City**	**Province**	**Postal Code**
	74 SIX POINT ROAD	TORONTO	ON	M8Z 2X2

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address	**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	THE TORONTO-DOMINION BANK BRANCH# 1728			
	Address	**City**	**Province**	**Postal Code**
	1315 THE QUEENSWAY	TORONTO	ON	M8Z 1S8

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**

	LOOPSTRA NIXON LLP / REXLAW			
	Address	**City**	**Province**	**Postal Code**
	600-135 QUEENS PLATE DRIVE	ETOBICOKE	ON	M9W 6V7

LAST PAGE

Note: All pages have been returned.

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ServiceOntario

Main Menu New Enquiry

Enquiry Result

File Currency: **05OCT 2022**

All Pages

Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	HOUSEMASTER TORONTO INC.							
File Currency	05OCT 2022							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	737894106	1	1	1	1	04APR 2023		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**		**Registered Under**	**Registration Period**
737894106		001	1		20180404 1318 1590 6748		P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	HOUSEMASTER TORONTO INC.			2340716	
	Address		**City**	**Province**	**Postal Code**
	74 SIX POINT ROAD		TORONTO	ON	M8Z 2X2
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**				
	THE TORONTO-DOMINION BANK BRANCH# 1728				
	Address		**City**	**Province**	**Postal Code**
	1315 THE QUEENSWAY		TORONTO	ON	M8Z 1S8

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
Registering Agent	**Registering Agent**

	LOOPSTRA NIXON LLP / REXLAW			
	Address	**City**	**Province**	**Postal Code**
	600-135 QUEENS PLATE DRIVE	ETOBICOKE	ON	M9W 6V7

LAST PAGE

Note: All pages have been returned.

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This is Exhibit "12" referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

MONTHLY COMPLIANCE CERTIFICATE
The Urban Environment Centre (toronto) O/a Greensaver

To: **The Toronto-Dominion Bank**
Mississauga Commercial Banking Centre
20 Milverton Dr.
Mississauga, Ontario
L5R 3G2

Telephone No.: 416-259-9227
Fax No.: 416-259-9293

Attention: Enrique Garrido

Reference is made to a credit agreement dated as of **February 27, 2018** between **The Urban Environment Centre (toronto) O/a Greensaver**, (the "Borrower") and **The Toronto-Dominion Bank** (the "Bank"). This Monthly Compliance Certificate is delivered for the month ending AUG 31, 2022 (the "Period").

I, Maija Nappi, the VP of Finance & Administration of the Borrower in such capacity, hereby certify that:

1. I am the duly appointed as authorized officer of the Borrower and as such I am providing this certificate for and on behalf of the Borrower pursuant to the Credit Agreement.
2. I am familiar with and have examined the provisions of the Credit Agreement.
3. To the best of my knowledge, information and belief, and after due inquiry, no Default or Event of Default has occurred and is continuing as of the date hereof.
4. As at AUG 31, 2022, the Borrower was in compliance with all covenants set out in the Credit Agreement, including without limitation the financial tests set out in the Credit Agreement.
5. The Borrowing Base Condition in respect of the Period showed a ___ surplus / ✓ shortage (check one) of $ 667K.
6. The Borrowing Base in respect of the Period was $ 3,332,694.

Please refer to the enclosed page(s) for Definition and Calculations.

Dated this 26th day of SEPT, 2022.

Prepared By: [signature]

Title: VP of FINANCE & ADMIN

Acknowledged By: ____________

Title: ____________

1. Borrowing Base Condition

Ensure outstanding advances under Facility 1, including the face amount of any outstanding undrawn L/Cs, and L/Gs will be at all times the lesser of:

a) CDN $2,500,000 or its US$ Equivalent AND,

b) The total of:

  (i) 80% of eligible Investment Grade receivables, plus
  (ii) 75% of eligible other receivables, plus
  (iii) Cash security of $310,000 pledged to the Bank and restrained, less
  (iv) Customer deposits, less
  (v) Priority payables.

- **Eligible Investment Grade receivables** is defined as receivables owing from companies with a public debt rating of Moody's BBB+ or better, net of receivables over 90 days from invoice date.
- **Eligible other receivables** are defined as receivables owing from any other Canadian or American company or individual, net of receivables over 90 days from invoice date, related accounts, contra payables, or otherwise specifically excluded by the Bank.
- **Customer deposits** are defined as any advance payments received by the Borrower.
- **Priority payables** are defined as any payable that would rank ahead of the Bank's security including but not limited to government remittances and trust funds held by the Borrower.

Gross Eligible Investment Grade Accounts Receivables		[redacted]
Less: Over 90 Day Accounts		–
Marginable A/R		[redacted]
Margined A/R's @ 80% **(A)**		
Gross Other Account Receivables		[redacted]
Less: Over 90 Day Accounts		
Less: Related Accounts		
Less: Customer deposits		
Less: Priority payables		[redacted]
Marginable A/R		
Margined A/R's @ 75% **(B)**		
Plus Cash security **(C)**		310,000
Total Borrowing Base (A+B+C)		3,332,694
Utilization of Facility	TODAY	3,415,275
OVERALL SURPLUS/(SHORTAGE)		(82,581)

This is Exhibit "13" referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5
(T) 416-593-1221
(W) Blaney.com

Eric Golden
D: 416-593-3927 F: 416-596-2049
egolden@blaney.com

Ocober 7, 2022

BY REGULAR MAIL AND REGISTERED MAIL

Urban Environment Toronto (Centre)
c/o Vladan Veljovic
74 Six Point Road
Toronto, ON M8Z 2X2

Urban Environment Toronto (Centre)
c/o Vladan Veljovic
22 Southport Street, Unit 428
Toronto, ON M6S 4Y9

Urban Environment Toronto (Centre)
c/o Majia Nappi
74 Six Point Road
Toronto, ON M8Z 2X2

Urban Environment Toronto (Centre)
c/o Bita Keynejad
74 Six Point Road
Toronto, ON M8Z 2X2

Dear Sir/Madam:

RE: The Toronto-Dominion Bank ("TD") and Urban Environment Toronto (Centre) ("UETC")

We are the lawyers for TD with respect to the above-referenced matter.

As of October 5, 2022, UETC was indebted to TD for:

i. Operating line of credit established pursuant to a Demand Operating Facility Agreement dated July 5, 2019, as amended at an interest rate of prime plus 1.25%, currently being 6.7%: $3,873,253.31 (the "**Operating Loan**");

ii. Two TD Visa credit card facilities Business Visas: $9,029.26 (the "**Visa Loans**"), which

The Operating Loan is secured by way of a General Hypothecation of Stocks and Bonds from UETC dated July 9, 2009, a General Security Agreement over all assets and undertaking of UETC dated May 5, 2014 and an Assignment of Term Deposits and Credit Balances from UETC dated April 4, 2018 (collectively, the "**Security Agreements**").

On behalf of our client, and in accordance with the terms of the Operating Loan, the Visa Loans and the Security Agreements, we hereby make demand on you for payment to our client of:

i. $3,873,253.31 in respect of the Operating Loan; and

ii. $9,029.26 in respect of the Visa Loans,

plus any accrued interest on these loan facilities from October 6, 2022, to the date of payment at the rate prescribed under each of the Loans, plus legal fees, disbursements and HST of $2,825.00.

If you fail to comply with this demand on or before October 17, 2022 we will take whatever steps we deem necessary to protect our client's interest without further notice. In this regard, we enclose a Notice pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*.

Yours very truly,

Blaney McMurtry LLP

Eric Golden
EG/kv
Encl.

FORM 115
Notice of Intention to Enforce Security
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

Urban Environment Toronto (Centre)
c/o Vladan Veljovic
74 Six Point Road
Toronto, ON M8Z 2X2

Urban Environment Toronto (Centre)
c/o Vladan Veljovic
22 Southport Street, Unit 428
Toronto, ON M6S 4Y9

Urban Environment Toronto (Centre)
c/o Majia Nappi
74 Six Point Road
Toronto, ON M8Z 2X2

Urban Environment Toronto (Centre)
c/o Bita Keynejad
74 Six Point Road
Toronto, ON M8Z 2X2

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   (a) intangibles, proceeds, books and records, equipment, inventory, real estate and other property.

2. The security that is to be enforced is in the form of the following:

   (a) General Security Agreement over all assets and undertaking of Urban Environment Toronto (Centre) dated May 5, 2014.

   (b) Assignment of term deposits and credit balances from Urban Environment Toronto (Centre) April 4, 2018

   (c) General Hypothecation of Stocks and Bonds from Urban Environment Toronto (Centre dated July 9, 2009,

3. The total amount of indebtedness secured by the security is $3,882,282.57, plus interest from October 6, 2022, and costs.

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

DATED at Toronto on October 7, 2022

THE TORONTO-DOMINION BANK
by its lawyers
BLANEY McMURTRY LLP

Per:________________________________
Eric Golden

Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5

416-593-1221
Blaney.com

Eric Golden
D: 416-593-3927 F: 416-596-2049
egolden@blaney.com

Ocober 7, 2022

BY REGULAR MAIL AND REGISTERED MAIL

Greensaver Home Energy Service Inc.
c/o Vladan Veljovic
74 Six Point Road
Toronto, ON M8Z 2X2

Greensaver Home Energy Service Inc.
c/o Vladan Veljovic
22 Southport Street, Unit 428
Toronto, ON M6S 4Y9

Greensaver Home Energy Service Inc.
c/o Majia Nappi
74 Six Point Road
Toronto, ON M8Z 2X2

Greensaver Home Energy Service Inc.
c/o Bita Keynejad
74 Six Point Road
Toronto, ON M8Z 2X2

Dear Sir/Madam:

RE: The Toronto-Dominion Bank ("TD") and Urban Environment Toronto (Centre) ("UETC")

We are the lawyers for TD with respect to the above referenced matter.

We refer to unlimited guarantee of Greensaver Home Energy Service Inc. ("**Greensaver**") in favour of TD dated April 4, 2018, with respect to the debts and liabilities of UETC owing to TD (the **"Guarantee**").

As of October 5, 2022, UETC was indebted to TD for:

i. Operating line of credit established pursuant to a Demand Operating Facility Agreement dated July 5, 2019, as amended at an interest rate of prime plus 1.25%, currently being 6.7%: $3,873,253.31 (the "**Operating Loan**"); and

ii. Two TD Visa credit card facilities Business Visas: $9,029.26 (the "**Visa Loans**"), which

The Guarantee is secured by way of a General Security Agreement dated April 4, 2018 over all assets and undertaking of Greensaver (the "**GSA**").

On behalf of our client, and in accordance with the terms of the Operating Loan, the Visa Loans, the Guarantee and the GSA, we hereby make demand on you for payment to our client of:

i. $3,873,253.31 in respect of the Operating Loan; and

ii. $9,029.26 in respect of the Visa Loans,

plus any accrued interest on these loan facilities from October 6, 2022, to the date of payment at the rate prescribed under each of the Loans, plus legal fees, disbursements and HST of $2,825.00.

If you fail to comply with this demand on or before October 17, 2022 we will take whatever steps we deem necessary to protect our client's interest without further notice. In this regard, we enclose a Notice pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*.

Yours very truly,

Blaney McMurtry LLP

Eric Golden
EG/kv
Encl.

FORM 115
Notice of Intention to Enforce Security
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

Greensaver Home Energy Service Inc.
c/o Vladan Veljovic
74 Six Point Road
Toronto, ON M8Z 2X2

Greensaver Home Energy Service Inc.
c/o Vladan Veljovic
22 Southport Street, Unit 428
Toronto, ON M6S 4Y9

Greensaver Home Energy Service Inc.
c/o Majia Nappi
74 Six Point Road
Toronto, ON M8Z 2X2

Greensaver Home Energy Service Inc.
c/o Bita Keynejad
74 Six Point Road
Toronto, ON M8Z 2X2

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
   (a) intangibles, proceeds, books and records, equipment, inventory, real estate and other property.
2. The security that is to be enforced is in the form of the following
   (a) General Security Agreement over all assets and undertaking of Greensaver Home Energy Service Inc. dated April 4, 2018
3. The total amount of indebtedness secured by the security is $3,882,282.57, plus interest from October 6, 2022, and costs.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at Toronto on October 7, 2022

THE TORONTO-DOMINION BANK
by its lawyers
BLANEY McMURTRY LLP

Per:______________________________
Eric Golden

Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5
(T) 416-593-1221
(W) Blaney.com

Eric Golden
D: 416-593-3927 F: 416-596-2049
egolden@blaney.com

Ocober 7, 2022

BY REGULAR MAIL AND REGISTERED MAIL

Housemaster Toronto Inc.
c/o Vladan Veljovic
74 Six Point Road
Toronto, ON M8Z 2X2

Housemaster Toronto Inc.
c/o Vladan Veljovic
22 Southport Street, Unit 428
Toronto, ON M6S 4Y9

Housemaster Toronto Inc.
c/o Majia Nappi
74 Six Point Road
Toronto, ON M8Z 2X2

Housemaster Toronto Inc.
c/o Bita Keynejad
74 Six Point Road
Toronto, ON M8Z 2X2

Dear Sir/Madam:

RE: The Toronto-Dominion Bank ("TD") and Urban Environment Toronto (Centre) ("UETC")

We are the lawyers for TD with respect to the above-referenced matter.

We refer to unlimited guarantee of Housemaster Toronto Inc. ("**Housemaster**") in favour of TD dated April 4, 2018, with respect to the debts and liabilities of UETC owing to TD (the **"Guarantee**").

As of October 5, 2022, UETC was indebted to TD for:

i. Operating line of credit established pursuant to a Demand Operating Facility Agreement dated July 5, 2019, as amended at an interest rate of prime plus 1.25%, currently being 6.7%: $3,873,253.31 (the "**Operating Loan**"); and

ii. Two TD Visa credit card facilities Business Visas: $9,029.26 (the "**Visa Loans**"), which

The Guarantee is secured by way of a General Security Agreement dated April 4, 2018 over all assets and undertaking of Housemaster (the "**GSA**").

On behalf of our client, and in accordance with the terms of the Operating Loan, the Visa Loans, the Guarantee and the GSA, we hereby make demand on you for payment to our client of:

i. $3,873,253.31 in respect of the Operating Loan; and

ii. $9,029.26 in respect of the Visa Loans,

plus any accrued interest on these loan facilities from October 6, 2022, to the date of payment at the rate prescribed under each of the Loans, plus legal fees, disbursements and HST of $2,825.00.

If you fail to comply with this demand on or before October 17, 2022 we will take whatever steps we deem necessary to protect our client's interest without further notice. In this regard, we enclose a Notice pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*.

Yours very truly,

Blaney McMurtry LLP

Eric Golden
EG/kv
Encl.

FORM 115
Notice of Intention to Enforce Security
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

Housemaster Toronto Inc.
c/o Vladan Veljovic
74 Six Point Road
Toronto, ON M8Z 2X2

Housemaster Toronto Inc.
c/o Vladan Veljovic
22 Southport Street, Unit 428
Toronto, ON M6S 4Y9

Housemaster Toronto Inc.
c/o Majia Nappi
74 Six Point Road
Toronto, ON M8Z 2X2

Housemaster Toronto Inc.
c/o Bita Keynejad
74 Six Point Road
Toronto, ON M8Z 2X2

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
   (a) intangibles, proceeds, books and records, equipment, inventory, real estate and other property.
2. The security that is to be enforced is in the form of the following:
   (a) General Security Agreement over all assets and undertaking of Housemaster Toronto Inc. dated April 4, 2018
3. The total amount of indebtedness secured by the security is $3,882,282.57, plus interest from October 6, 2022, and costs.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at Toronto on October 7, 2022

THE TORONTO-DOMINION BANK
by its lawyers
BLANEY McMURTRY LLP

Per:________________________________
Eric Golden

This is Exhibit "14" referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

From: Furfaro, Kathryn
To: Furfaro, Kathryn
Subject: FW: Re. GreenSaver Inc. - a TD Customer for 15+ years
Date: October 17, 2022 1:25:36 PM

From: Michael Langstaff <langstaffmichael@gmail.com>
Sent: Monday, October 17, 2022 3:33 AM
To: Thomas, Ross <ross.j.thomas@td.com>
Subject: Re. GreenSaver Inc. - a TD Customer for 15+ years

Ross, my name is Michael Langstaff and I am Vice Chairman for GreenSaver Inc. GreenSaver located in Etobicoke has been a TD customer for over 15 years. I was told that our account was under your jurisdiction. If not then you can send it to your counterpart in the TD Bank. Either way I would appreciate a call back one way or the other.

We -GreenSaver Inc.- have a line of credit of $3 8M CAD that has been called; all accounts frozen and the insolvency law firm representing TD Bank has demanded we repay the loan by October 17th, 2022. The letter from the Insolvency law firm Blaney & McMurtry who represent the TD Bank blindsided us. We had been told numerous times over the last months by the TD restructuring group that as we restructured our business not to worry the TD Bank would support us and then we get this letter from the insolvency lawyer with no advance notice.

The TD Bank's actions have put our company at great risk!!

Can you please call me at 905-301-3795 ASAP? We need your help!

We are a non profit energy conservation company (31 years old) that implements energy conservation retrofit programs for homes and businesses in Ontario. The majority of our business is with [redacted] and [redacted]. These two customers represent 80% of our business and are rock solid credit and contractually bound to pay. On a side note our AR is currently at $4 3M CAD and the majority 85% of the AR is with [redacted] and [redacted] company. So you have security in spades. All the receivables are contractual bound and must be paid by these firms. In the past 20 years we've had next to $0 bad debt so the AR is solid. The TD loan is secured against the AR only. That said the fact that by freezing our accounts you have basically caused us to have to layoff all our 160 associates and cease doing business. Because of this action our business is in jeopardy. We are trying to contain the word getting out on the street that the Bank is forcing us into Bankruptcy/ Receivership. This is extremely difficult to do and longer this goes on the worse it's going to get. We need someone to act quickly and reinstate our loan and support.

URGENT Please call me; we need your help. 905-301-3795

Background:

The reason I am writing to you is that the TD Bank called our loan of $3.8M CAD. We received a letter from an insolvency law firm by the name of Blaney & McMurtry - Eric Golden representing the TDBank saying that effective immediately are bank accounts and credit cards were frozen and that we had until October 17th, 2022 to pay the demand loan or the TD Bank would push us into bankruptcy/receivership. This letter dated October 7, 2022 arrived in our mail box sometime after the 7th and as soon as our President got the letter he was on the phone to the TD restructuring account representative and left numerous messages with the TD Account manager to call him. Numerous messages were left asking for a meeting to discuss the letter. The TD Account representative ignored the President's calls and after a few days the President of GreenSaver tried get a hold of his supervisor but got a voice mail indicating she was on vacation and out of the office. He continued to phone the TD restructuring representative but there was no response.

Pushed to the brink and with payroll due to the 160 GreenSaver associates on Thursday October 12th and after consulting with our labour lawyers and HR, we were forced to temporarily layoff all are 160 people. Why did layoff all our associate because the TD Bank froze our bank accounts without any pre-warning.

Ross, you need to know that we had had numerous bank meetings in past 4 months regarding our business and the fact that we had a significant contract with [redacted] that was not renewed and as a result we were restructuring the company. We apprised the TD Restructuring group of our situation and told the TD representative what we were doing to restructure and size down the business. The TD restructuring representative assured us that the TD Bank was there to support us and help us manage through our cash crunch. The TD representative indicated that we did not have to worry and there was some tolerance on the line of credit and we could go over the line somewhat and that wouldn't be a problem. We gave the TD representative our recovery plan indicating we would be laying off some people and more of necessary. The TD Representative told us do not worry the TD Bank would help us through this restructuring plan. After all, we had/have been a loyal customer of TD Bank for over 15 years.

What followed hit us blindly and has put our business in peril.

Can you please phone me this morning ASAP to discuss this matter? I can be reached at 905-301-3795. This is clearly an URGENT matter and the company is trying to minimize the damage but with everyone laid off and the 31 year old company not operating the word is leaking out to the public, our customers [redacted], [redacted] and others, plus our suppliers etc. We are trying to prevent the word getting out but it's extremely difficult.

We are a social responsible non profit Ontario company that has been in operations for 31 years. We have grown substantial over the years and in the last TD Bank has shared in our growth. The financial analysis of our company is only one part of the overall analysis. We are seen by Ontarians, our customers [redacted], [redacted], [redacted], etc. and our associates as a key player to bringing energy conservation to Ontario. I am sure the TD Bank shares similar values when it comes to social responsibility and being a good corporate citizen and supporting energy efficiency , the environment and reducing our carbon imprint as we move lower energy usage and help Ontarians and others move toward Net Zero. I know that we at GreenSaver Inc. a non profit company have been doing this for 31 years and all our associates, our customers and our Board members fully support or business. Our Chairman of the Board Peter D'Uva is ex EVP Toronto Hydro and Our PR/Government relations Board member Hazel McCallion full support GreenSaver. It would a tragedy to see GreenSaver close its doors.

Ross, I look forward to your call.

Yours truly,

Michael Langstaff
905-301-3795

Ps. The TD Bank representative finally got back to our President on Thursday October 12th and the rep agreed to come out to our offices to meet with us. Note: that was after we laid everyone off so the damage was done. We met with the TD. Restructuring Account Representative on Friday October 13th at 12 noon on our offices. The representative said he was bringing another TD representative to discuss our business. I was asked to go to the meeting in our Etobicoke offices and the core GreenSaver management team and myself were surprised when the TDBank representative introduced the 2nd bank representative as a not a TD associate but an insolvency consultant - Byran Gelman of Albert Gelman. At the meeting they asked us to tell them about our business. Mr. Gelman knew very little if anything about our business, hadn't seen our financial statements and the TD Representative didn't really participate much. I was taken aback to say the least. From my perspective the TD Representative didn't really know much about our business either. I did ask him if had looked at our financial statements and to he said yes.

After we spent 1 5 hours explaining our business, going through our recovery plan and how we would pay down the LOC over the next 12 months; we walked through our empty facilities and warehouse (they wondered why there were no people, I said because we laid them off). The last half hour was spent by the insolvency consultant trying to assess the value of our assets. Our take away at the end of the meeting was the TD representative and the consultant really seem more interested in liquidating the business and supposedly limiting the Bank's exposure rather that listening to the client and looking at their recovery plan. At least that was our impression. At the end of the meeting we asked the Bank for another meeting sooner ASAP. We settled on Tuesday October 17th 2022 @ 10 am at our offices. because the liquidation consultant was busy on Monday. I guess he has a lot of business happening. The TD Bank representatives said they would give us feedback on our recovery plan and our detailed 12 month calendarized cash flow statement showing how we will restructure the business and payback the TD Bank's LOC. Based on past experience I'm not hopefully that they will do this but let's hope they do. We told the TD Bank representatives that we would give them a fully updated recovery plan along with a detailed 12 month cash flow statement by 10am Monday October 16th (by 10am today).

Ross based on what has happened to date I am not sure that the TD Bank understands the severity of the situation and if we don't get a response quickly then I think we are beyond salvaging the company. It would be a crying shame to see this Company fall. Our restructuring plan is solid and the detailed cash flow shows that the TDBank is much better off working with their customer of 15+ years rather than forcing our Company into bankruptcy/ receivership.

I can send you our recovery plan and detailed cash flow statement if you want it. Let me know if you need it and I can send it.

This is Exhibit "15" referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

From: Furfaro, Kathryn
Sent: Monday, October 17, 2022 7:43 PM
To: langstaffmichael@gmail.com
Cc: Santillo, Vincent <Vincent.Santillo@td.com>
Subject: RE: FW: Re. GreenSaver Inc. - a TD Customer for 15+ years

Without Prejudice:

Good evening Michael,

Thank you for the call at 3pm today.

The Bank is not in agreement with the representations made in your correspondence and in your call today. The Bank continues to reserve all rights with respect to the same. As discussed:

- We are unable to accommodate your request for the operating line, currently in a significant and uncured borrowing base deficit, to be reinstated with full availability on the sole basis 'of being a TD customer for 15 years'.
- We are unable to accommodate your request for the significant and uncured borrowing base shortfall to remain uncured on the basis that 'as a customer, the Bank must do what you say'.
- We were unable to accommodate your request to meet with a titled bank officer at the timing request of the earlier of 4pm or immediately.
- We are not in agreement with your statement that your employees will be 'on the streets because of the Bank'.

You indicated on the call that you have reviewed a turnaround plan in detail and believe the business is operating acceptably. The Bank continues to be concerned with the going concern nature of the business and various defaults, including but not limited to: material forecasted net losses, material cash deficits, material current and projected borrowing base shortfalls, an inability to fund working capital needs, no acceptable business funding plan in the near-term, and an overall material adverse change in the business. The facilities are repayable on demand, the Bank issued payment demands that are now expired, and the Bank does not waive any rights to the same.

As discussed on the call, we would encourage you to direct this type of correspondence through your legal counsel. Any complaints with respect to the Bank or employees can further be directed to the Ombudsman or alternatively to our Customer Care team. The Associate Vice President of the Financial Restructuring Group, Vincent Santillo, is copied herein and is up-to-date on your file.

Katie

Katie Furfaro | Manager, Commercial Credit | Financial Restructuring Group | **TD Bank Financial Group**
3140 Dufferin Street, Toronto ON M6A 2T1
613.716.8447 | kathryn.furfaro@td.com

From: Michael Langstaff <langstaffmichael@gmail.com>
Sent: Monday, October 17, 2022 3:45 PM
To: Furfaro, Kathryn <Kathryn.Furfaro@td.com>
Subject: Re: FW: Re. GreenSaver Inc. - a TD Customer for 15+ years

Katie, it was nice talking with you on the phone today.

As discussed on the phone, you agreed to let your Manager know that I would like to talk to him/her ASAP. Also, you agreed to send me his/her contact details in the next hour.

I look forward to getting your Boss's contact details so I can discuss our account with him/her before 4PM today but if not today early tomorrow morning.

Thanks again for your call and your assistance.

Kind regards,

Michael Langstaff
Vice Chairman GreenSaver Inc.
905-301-3795 Cell

On Mon, Oct 17, 2022 at 2:50 PM Michael Langstaff <langstaffmichael@gmail.com> wrote:

> Katie, I left a message on your voice mail just now. I can talk with you now if you are available. If not, give me a time that works for you. **Note I would like to talk to you ASAP but for sure before 4PM today.**
>
> Please advise when you can call me.
> My cell number is 905-301-3795.
>
> Thank you in advance for returning my call/email.
>
> Best regards,,
>
> Michael Langstaff
> Vice Chairman GreenSaver Inc.
> 905-301-3795 Cell
>
> On Mon, Oct 17, 2022 at 2:06 PM Michael Langstaff <langstaffmichael@gmail.com> wrote:
>
>> Thank you for your email Katie.
>>
>> Katie, I can talk to now if you would like.
>>
>> Best regards,
>>
>> Michael Langstaff
>> Vice Chairman GreenSaver Inc.
>> 905-301-3795 Cell
>>
>> On Mon, Oct 17, 2022 at 1:54 PM Furfaro, Kathryn <Kathryn.Furfaro@td.com> wrote:
>>
>>> Good afternoon Michael,
>>>
>>> Thank you for your letter below.
>>>
>>> You may direct banking correspondence to my attention going forward.
>>>
>>> Please advise on preferred timing for a call today or tmw and I will do my best to accommodate.
>>>
>>> Kind regards,
>>>
>>> Katie
>>>
>>> **Katie Furfaro** | Manager, Commercial Credit | Financial Restructuring Group | **TD Bank Financial Group**
>>> 3140 Dufferin Street, Toronto ON M6A 2T1
>>> 613.716.8447 | kathryn.furfaro@td.com

This is Exhibit “16” referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

Date	Description	Debit	Credit	Balance
Oct 17, 2022	[redacted]	39,574.61		($3,846,814.79)
Oct 17, 2022		3,930.14		($3,807,240.18)
Oct 17, 2022		2,610.66		($3,803,310.04)
Oct 17, 2022		48.00		($3,800,699.38)
Oct 14, 2022			22.60	($3,800,651.38)
Oct 14, 2022		22.60		($3,800,673.98)
Oct 11, 2022			31,000.00	($3,800,651.38)
Oct 06, 2022		48.00		($3,831,651.38)
Oct 06, 2022		48.00		($3,831,603.38)
Oct 06, 2022		48.00		($3,831,555.38)
Oct 06, 2022			24,000.00	($3,831,507.38)
Oct 05, 2022			7,031.62	($3,855,507.38)
Oct 05, 2022			113.00	($3,862,539.00)
Oct 05, 2022			6,764.56	($3,862,652.00)
Oct 05, 2022		7,031.62		($3,869,416.56)
Oct 05, 2022		6,764.56		($3,862,384.94)
Oct 05, 2022		113.00		($3,855,620.38)
Oct 05, 2022		48.00		($3,855,507.38)
Oct 05, 2022			35,000.00	($3,855,459.38)
Oct 04, 2022			1,148.08	($3,890,459.38)
Oct 04, 2022		1,148.08		($3,891,607.46)
Oct 03, 2022		293.80		($3,890,459.38)
Oct 03, 2022		1,961.15		($3,890,165.58)
Oct 03, 2022		300.00		($3,888,204.43)
Oct 03, 2022		25,981.12		($3,887,904.43)
Oct 03, 2022			38,000.00	($3,861,923.31)
Sep 29, 2022		21,691.62		($3,899,923.31)
Sep 29, 2022		1,000.00		($3,878,231.69)
Sep 29, 2022		36,000.00		($3,877,231.69)

Sep 28, 2022	[redacted]	672.43		($3,841,231.69)
Sep 28, 2022	[redacted]	22.60		($3,840,559.26)
Sep 28, 2022	[redacted]		8,680.49	($3,840,536.66)
Sep 27, 2022	[redacted]	409,778.03		($3,849,217.15)
Sep 27, 2022	[redacted]	31,000.00		($3,439,439.12)
Sep 27, 2022	[redacted]		14,135.79	($3,408,439.12)
Sep 27, 2022	[redacted]	4,786.90		($3,422,574.91)
Sep 27, 2022	[redacted]	2,513.10		($3,417,788.01)
Sep 26, 2022	[redacted]		40,000.00	($3,415,274.91)
Sep 23, 2022	[redacted]	3,259.35		($3,455,274.91)
Sep 22, 2022	[redacted]		43,373.20	($3,452,015.56)
Sep 21, 2022	[redacted]	36,430.81		($3,495,388.76)
Sep 21, 2022	[redacted]	485,000.00		($3,458,957.95)
Sep 21, 2022	[redacted]	33.47		($2,973,957.95)
Sep 21, 2022	[redacted]	11,542.00		($2,973,924.48)
Sep 21, 2022	[redacted]	348.49		($2,962,382.48)
Sep 21, 2022	[redacted]	745.80		($2,962,033.99)
Sep 21, 2022	[redacted]	523.88		($2,961,288.19)
Sep 21, 2022	[redacted]	27.00		($2,960,764.31)
Sep 21, 2022	[redacted]	1,859.84		($2,960,737.31)
Sep 21, 2022	[redacted]	200.97		($2,958,877.47)
Sep 21, 2022	[redacted]	280.49		($2,958,676.50)
Sep 21, 2022	[redacted]	200.97		($2,958,396.01)
Sep 21, 2022	[redacted]	342.84		($2,958,195.04)
Sep 21, 2022	[redacted]	11,457.37		($2,957,852.20)
Sep 21, 2022	[redacted]	87.27		($2,946,394.83)
Sep 21, 2022	[redacted]		966,252.67	($2,946,307.56)
Sep 20, 2022	[redacted]	792.47		($3,912,560.23)
Sep 20, 2022	[redacted]	792.47		($3,911,767.76)
Sep 19, 2022	[redacted]	1,000.00		($3,910,975.29)
Sep 19, 2022	[redacted]		14,000.00	($3,909,975.29)
Sep 16, 2022	[redacted]		26,000.00	($3,923,975.29)

Sep 15, 2022	[redacted]	22.60		($3,949,975.29)
Sep 15, 2022		60,816.19		($3,949,952.69)
Sep 15, 2022		3,930.14		($3,889,136.50)
Sep 15, 2022		1,330.88		($3,885,206.36)
Sep 15, 2022		290.00		($3,883,875.48)
Sep 15, 2022		875.00		($3,883,585.48)
Sep 15, 2022		39,000.00		($3,882,710.48)
Sep 15, 2022			5,000.00	($3,843,710.48)
Sep 14, 2022		350.00		($3,848,710.48)
Sep 14, 2022			157,000.00	($3,848,360.48)
Sep 13, 2022		6,764.56		($4,005,360.48)
Sep 13, 2022		7,031.62		($3,998,595.92)
Sep 13, 2022		389,996.02		($3,991,564.30)
Sep 13, 2022			3,332.45	($3,601,568.28)
Sep 12, 2022			57,000.00	($3,604,900.73)
Sep 09, 2022			32,000.00	($3,661,900.73)
Sep 09, 2022			85,768.31	($3,693,900.73)
Sep 07, 2022		1.50		($3,779,669.04)
Sep 07, 2022		4,309.54		($3,779,667.54)
Sep 07, 2022			5,000.00	($3,775,358.00)
Sep 07, 2022			5,000.00	($3,780,358.00)
Sep 07, 2022			5,000.00	($3,785,358.00)
Sep 07, 2022			2,500.00	($3,790,358.00)
Sep 07, 2022			42,000.00	($3,792,858.00)
Sep 06, 2022		508.50		($3,834,858.00)
Sep 06, 2022		1,618.76		($3,834,349.50)
Sep 02, 2022			34,000.00	($3,832,730.74)
Sep 01, 2022		293.80		($3,866,730.74)
Sep 01, 2022		1,961.15		($3,866,436.94)
Sep 01, 2022		1,148.08		($3,864,475.79)
Sep 01, 2022		26,685.84		($3,863,327.71)
Sep 01, 2022			8,266.64	($3,836,641.87)
Aug 31, 2022		20,013.51		($3,844,908.51)

Aug 31, 2022	[redacted]	300.00		($3,824,895.00)
Aug 31, 2022			6,366.10	($3,824,595.00)
Aug 31, 2022		189,000.00		($3,830,961.10)
Aug 30, 2022		394,667.02		($3,641,961.10)
Aug 30, 2022			7,719.00	($3,247,294.08)
Aug 30, 2022		5,000.00		($3,255,013.08)
Aug 26, 2022		483.95		($3,250,013.08)
Aug 26, 2022		22.60		($3,249,529.13)
Aug 26, 2022			10,542.00	($3,249,506.53)
Aug 26, 2022			10,463.80	($3,260,048.53)
Aug 25, 2022		3,192.53		($3,270,512.33)
Aug 25, 2022			64,000.00	($3,267,319.80)
Aug 24, 2022		502.85		($3,331,319.80)
Aug 24, 2022			12,931.16	($3,330,816.95)
Aug 24, 2022		290.00		($3,343,748.11)
Aug 24, 2022		110,000.00		($3,343,458.11)
Aug 24, 2022		2,506.64		($3,233,458.11)
Aug 24, 2022		8,139.05		($3,230,951.47)
Aug 24, 2022		6,450.43		($3,222,812.42)
Aug 24, 2022		94.83		($3,216,361.99)
Aug 24, 2022		3,709.32		($3,216,267.16)
Aug 22, 2022		1,270.15		($3,212,557.84)
Aug 22, 2022		792.47		($3,211,287.69)
Aug 22, 2022		792.47		($3,210,495.22)
Aug 22, 2022			28,000.00	($3,209,702.75)
Aug 22, 2022		71.10		($3,237,702.75)
Aug 19, 2022		450.00		($3,237,631.65)
Aug 19, 2022		625,000.00		($3,237,181.65)
Aug 19, 2022		5,000.00		($2,612,181.65)
Aug 19, 2022		95.71		($2,607,181.65)
Aug 19, 2022		220.84		($2,607,085.94)
Aug 19, 2022		456.97		($2,606,865.10)
Aug 19, 2022		308.89		($2,606,408.13)

[redacted]

Aug 19, 2022	[redacted]	3,889.36		($2,606,099.24)
Aug 19, 2022	[redacted]	660.97		($2,602,209.88)
Aug 19, 2022	[redacted]	443.92		($2,601,548.91)
Aug 19, 2022	[redacted]		1,389,513.01	($2,601,104.99)
Aug 18, 2022	[redacted]	350.00		($3,990,618.00)
Aug 18, 2022	[redacted]		9,732.00	($3,990,268.00)
Aug 18, 2022	[redacted]	55,667.11		($4,000,000.00)
Aug 18, 2022	[redacted]		206,966.35	($3,944,332.89)
Aug 17, 2022	[redacted]	350.00		($4,151,299.24)
Aug 17, 2022	[redacted]		9,000.00	($4,150,949.24)
Aug 17, 2022	[redacted]		2,500.00	($4,159,949.24)
Aug 16, 2022	[redacted]	378,149.65		($4,162,449.24)
Aug 16, 2022	[redacted]		50,000.00	($3,784,299.59)
Aug 15, 2022	[redacted]	22.60		($3,834,299.59)
Aug 15, 2022	[redacted]	20,476.64		($3,834,276.99)
Aug 15, 2022	[redacted]	3,930.14		($3,813,800.35)
Aug 15, 2022	[redacted]	2,645.46		($3,809,870.21)
Aug 12, 2022	[redacted]		5,425.42	($3,807,224.75)
Aug 12, 2022	[redacted]		27,230.30	($3,812,650.17)
Aug 10, 2022	[redacted]	214.70		($3,839,880.47)
Aug 10, 2022	[redacted]		3,032.44	($3,839,665.77)
Aug 10, 2022	[redacted]		87,000.00	($3,842,698.21)
Aug 09, 2022	[redacted]		4,184.16	($3,929,698.21)
Aug 08, 2022	[redacted]	7,195.84		($3,933,882.37)
Aug 08, 2022	[redacted]	3,295.86		($3,926,686.53)
Aug 08, 2022	[redacted]	365.46		($3,923,390.67)
Aug 05, 2022	[redacted]		8,859.20	($3,923,025.21)
Aug 04, 2022	[redacted]		7,925.46	($3,931,884.41)
Aug 03, 2022	[redacted]	7,031.62		($3,939,809.87)
Aug 03, 2022	[redacted]	6,764.56		($3,932,778.25)
Aug 02, 2022	[redacted]	389,030.47		($3,926,013.69)

Aug 02, 2022	[redacted]	293.80		($3,536,983.22)
Aug 02, 2022	[redacted]	26,859.18		($3,536,689.42)
Aug 02, 2022	[redacted]	123,810.00		($3,509,830.24)
Aug 02, 2022	[redacted]	5,094.07		($3,386,020.24)
Aug 02, 2022	[redacted]	1,961.15		($3,380,926.17)
Aug 02, 2022	[redacted]	1,148.08		($3,378,965.02)
Aug 02, 2022	[redacted]	300.00		($3,377,816.94)
Date	Description	Debit	Credit	Balance

This is Exhibit "17" referred to in the Affidavit of Kathryn Furfaro sworn before me on October 24, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

CHAD KOPACH

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

\- and -

THE URBAN ENVIRONMENT CENTRE (TORONTO) c.o.b as GREENSAVER, HOUSEMASTER TORONTO INC. and GREENSAVER HOME ENERGY SERVICES INC.

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act,* R.S.O. 1990, c. C.43

CONSENT TO ACT AS RECEIVER

ALBERT GELMAN INC., hereby consents to act as the Proposed Receiver of the Respondents, on application by The Toronto-Dominion Bank.

DATED the 19th day of October, 2022.

Albert Gelman Inc., solely in its capacity as Proposed Receiver, and not in its personal capacity

Per: Digitally signed by Bryan Gelman

Bryan Gelman, LIT
Managing Director

Court File No. CV-22-00688920-00CL

THE TORONTO-DOMINION BANK and **THE URBAN ENVIRONMENT CENTRE (TORONTO), et al.**

Applicant Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

Proceeding commenced at Toronto

AFFIDAVIT OF KATHRYN FURFARO

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Court File No. CV-22-00688920-00CL

THE TORONTO-DOMINION BANK and **THE URBAN ENVIRONMENT CENTRE (TORONTO), c.o.b. as GREENSAVER et al.**

Applicant — Respondents

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