Court File No. CV-24-00725570-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

MELVYN EISEN, TRUSTEE

Applicant

- and -

WOODINGTON ESTATES INC.

Respondent

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

RESPONDING MOTION RECORD OF THE RESPONDENTS, TURF CARE FINANCIAL LTD., CARE LENDING GROUP INC. OPERATING AS TURF CARE FINANCIAL AND TURF CARE PRODUCTS CANADA LIMITED

(To the Supplemental Motion Record delivered by Albert Gelman Inc., Receiver, on May 13, 2025 and to the Motion Record delivered by Melvyn Eisen, Trustee on May 13, 2025**)**

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Turf Care Financial Ltd.,
Care Lending Group Inc. o/a Turf Care Financial and
Turf Care Products Canada Limited

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TAB 1

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AFFIDAVIT OF ANDREW SUNN
(SWORN ON THE 16TH OF JUNE, 2025)

I, Andrew Sunn, of the Town of Uxbridge, in the Province of Ontario make oath and say as follows:

1. I am the Secretary of Care Lending Group Inc. ("CLG Inc.") and the Secretary Treasurer of Turf Care Products Canada Limited ("TCPC Ltd"), and as well, I am the Chief Financial Officer of both companies, and as such have knowledge of the matters hereinafter deposed to. Where matters set out below are based upon information and advice of others, I have identified the source of the information, and believe it to be true.

2. I swear this affidavit on behalf of these three respondents in opposition to the Supplemental Motion Record delivered by Albert Gelman Inc., Receiver, on May 13, 2025, and to the Motion Record delivered by Melvyn Eisen, Trustee on May 13, 2025.

3. TCPC Ltd. is in the business of selling golf equipment, parts, and accessories, to golf courses in Ontario. CLG Inc. is a financial services company in the business of leasing and financing, among other things, the sale of golf equipment to golf courses in Ontario.

A) Relevant Corporate History

4. The predecessor company of CLG Inc. was Maxium Financial Services Inc. ("Maxium"). On December 1, 2013 Maxium entered into an Agency Agreement with Turf Care Financial Limited, another financial services corporation in the golf industry, which was arms length and unrelated to Maxium. The purpose of the agreement was to permit Turf Care Financial Limited to originate golf equipment financing transactions as the agent and bare trustee for Maxium. Attached hereto and marked as **Exhibit A** to this my affidavit is a true copy of the agreement dated December 1, 2013.

5. On March 1, 2016, Maxium amalgamated with Desante Financial Services Inc. to form a new company initially known as 1951584 Ontario Inc. On June 23, 2021 that company amended its articles to adopt the name "Care Lending Group Inc."

B) The Equipment Leases

6. Over a period of time, 1951584 Ontario Inc./CLG. Inc. entered into a series of equipment leases with Woodington Management Inc. o/a Woodington Lake Golf Club, with Joseph Chetti co-signing in each case as the co-lessee. Each equipment lease required the lessee to make periodic rent payments for the term of the lease. As of this date, six such equipment leases remain outstanding.

7. The earliest outstanding equipment lease is dated February 3, 2021. The lease is itself named “TCF1 Schedule 3” but is internally known at CLG Inc. as “Deal 1227”. The equipment being leased is 130 2021 Yamaha Electric Golf Carts with an initial cost of $787,800.00. The periodic rent payment is in the amount of $19,550 with HST in the amount of $2,541.50 for a total payment of $22,091.50. Utilizing the December 1, 2013 Agency Agreement, the Lessor is shown as being Turf Care Financial Limited, but this company was merely the agent and bare trustee of 1951584 Ontario Inc, which would not change its name to CLG. Inc. until June 23, 2021. Attach hereto and marked **Exhibit B** to this my affidavit is a true copy of the equipment lease dated February 3, 2021 being Deal 1227.

8. The second lease is dated July 8, 2021. The lease itself is named “TCF1 Schedule 4” but is internally known at CLG Inc. as “Deal 1432”. The equipment being leased is a Toro Multipro 5800 G serial number 315000287 with an initial cost of $45,000. The periodic rent payment is $1,855 with HST in the amount of $241.15 for a total payment of $2096.15. The lessor is described as Care Lending Group Inc. o/a Turf Care Financial. Attached hereto and marked **Exhibit C** to this my affidavit is a true copy of the equipment lease dated July 8, 2021 being Deal 1432.

9. The third lease is dated July 8, 2021. The lease itself is named “TCF1 Schedule 5” which is internally known at CLG Inc. as “Deal 1433”. The equipment being leased consists of two Toro Greensmaster 3150 serial numbers, 410079567 and 410079568. The initial cost was a total of $95,000. The periodic rent payment is $3,090 with HST in the amount of $401.70 for a total payment of $3,491.70. The Lessor is described as Care Lending Group

Inc. o/a Turf Care Financial. Attached hereto and marked **Exhibit D** to this my affidavit is a true copy of the equipment lease dated July 8 2021 being Deal 1433.

10. The fourth lease was dated January 15, 2022. The lease itself is named "TCF1 Schedule 6", but is internally known at CLG. Inc. as "Deal 2330". The equipment being leased is a Toro Reelmaster 3555 serial number 409157392, and an Anglemaster 4100 serial number 25884. The initial cost was a total of $106,500. The periodic rent payment is $3,580 with HST in the amount of $465.40 for a total payment of $4,045.40. The lessor is described as Care Lending Group Inc. o/a Turf Care Financial. Attached hereto marked as **Exhibit E** to this my affidavit is a true copy of the equipment lease dated January 15, 2022 being Deal 2330.

11. The fifth lease is dated January 15, 2022. The lease itself is named "TCF1 Schedule 7", but is internally known at CLG Inc. as "Deal 2331". The equipment being leased is a Used Express Dual 5000 grinder, a used Toro Reelmaster 5410, a used Toro Reelmaster 3550, and a Used Toro Greensmaster 3150. The initial cost was a total of $131,000. The periodic rent payment is $5,175 with HST in the amount of $672.75 for a total payment of $5,847.75. The Lessor was described as Care Lending Group Inc. o/a Turf Care Financial. Attached hereto and marked **Exhibit F** to this my affidavit is a true copy of the equipment lease dated January 15, 2022 being Deal 2331.

12. The sixth lease is dated April 13, 2023. The lease itself is named "TCF1 Schedule 8", but is internally known at CLG Inc. as "Deal 3212". The equipment being leased is as follows:

    a) Two Toro Workman MDX with Fairway Café, serial numbers 412235018, and 412234840

b) Six Toro Workman MDX serial numbers 412810807, 412234841, 412579362, 412579402, 412579476, and 412579360

c) Three Toro Workman HDX serial numbers 414563565, 414563581, and 414563618

The initial cost was a total of $333,500. The periodic rent payment is $11,550 with HST in the amount of $1,501.50 for a total payment of $13,051.50. The lessor is described as Care Lending Group Inc. o/a Turf Care Financial. Attached hereto and marked as **Exhibit G** is a true copy of the equipment lease dated April 13, 2023 being Deal 3212.

C) <u>The General Security Agreement</u>

13. At the time of Deal 1432 and Deal 1433, the lessee Woodington Management Inc. o/a Woodington Lake Golf Club agreed to give to the lessor Care Lending Group Inc. o/a Turf Care Financial, a General Security Agreement dated July 8, 2021. Attached hereto and marked **Exhibit H** to this my affidavit is a true copy of the General Security Agreement dated July 8, 2021.

14. The documentation for each of Deal 1432 and Deal 1433 including the draft General Security Agreement, were sent electronically by our Manager, Administration Lindsay MacMillan to the Controller for Woodington Lake Golf Club, Darlene Atherley on July 2, 2021, with instructions for execution and completion. Attached hereto and marked as **Exhibit I** to this my affidavit is a true copy of the email of July 2, 2021 with all attachments.

15. All the said documentation, duly executed by Joseph Chetti, was sent by Darlene Atherley to Toby Hale, Director in our office, electronically on July 13, 2021. Attached hereto and marked as **Exhibit J** to this my affidavit is a true copy of the email of July 13, 2021 with all the signed attachments.

D) Turf Care Products Canada Limited Indebtedness and Security

16. All of the equipment leased under the six leases was supplied by TCPC Ltd. In addition, from time to time TCPC Ltd. sold to Woodington Management Inc. parts, additions, and accessories to augment the leased equipment. There remains outstanding invoices for parts, additions, and accessories dated between October 14, 2022 and October 21, 2023 totaling $48,876.57. Attached hereto and marked **Exhibit K** to this my affidavit is a true copy of a TCPC Ltd. Statement dated July 5, 2024 detailing the amounts owing by Woodington Management Inc. to TCPC Ltd pursuant to the unpaid invoices.

17. On February 22, 2019 Woodington Management Inc. entered into a Credit Agreement with TCPC Ltd. which included an equipment security agreement. Attached hereto and marked **Exhibit L** to this my affidavit is a true copy of the Credit Agreement dated February 22, 2019 between Woodington Management Inc. and TCPC Ltd.

E) 1000736785 Ontario Limited ("785 Ltd.")

18. At no time before the commencement of the motion brought by the Receiver of Woodington Estates Inc. to empower a Receiver over Woodington Management Inc. and 785 Ltd. were either CLG Inc. or TCPC Ltd. ever aware that Woodington Management Inc. had purported to transfer and assign its interest in, possession of, and control of its assets and obligations on December 12, 2023 to 785 Ltd, a company newly incorporated on that day. Furthermore, at no time have CLG Inc. or TCPC Ltd. ever consented to such a transfer or assignment by Woodington Management Inc. of its assets and obligations to 785 Ltd.

19. On March 20, 2024, the Controller for Woodington Management Golf Club advised my accounting department of a change of bank account, but in the email she stated… "Nothing else changes. Just a different bank account as per the owner Joseph Chetti." Attached hereto and marked **Exhibit M** to this my affidavit is a true copy of the Controllers email dated March 20, 2024.

F) Registrations under the Personal Property Security Act RSO 1990 c. P.10

20. All necessary registrations pursuant to the PPSA in regard to the six equipment leases, the General Security Agreement, and the TCPC Ltd. Security Agreement have been duly made from time to time as against Woodington Management Inc., and 785 Ltd. Attached hereto and marked **Exhibit N and O** are up to date PPSA registration searches each made on May 6, 2025 against each of Woodington Management Inc. and 785 Ltd., showing all of the required registrations.

21. The Motion Record issued by the Receiver, Albert Gelman Inc., was delivered to Turf Care Financial Ltd., Care Lending Group Inc o/a Turf Care Financial, and Turf Care Products Canada Limited within a few days after January 27, 2025. The Motion Record was difficult and complicated to follow. On February 5, 2025, these Respondents retained Wilson Vukelich LLP, and independent legal advice in that regard was provided on February 14, 2025. As a result of the legal advice received, additional registrations were made before and up to March 14, 2025 to protect our position as secured creditors of Woodington Management Inc. and 785 Ltd. as described in the PPSA searches which are Exhibits N and O of this my Affidavit.

22. Formal demand was made by Turf Care Financial Limited and CLG Inc. against Woodington Management Inc., 785 Ltd., and Joseph Chetti on March 26, 2025. The demand letter set out the various defaults under the six leases and the General Security Agreement, and gave particulars of the balances owing under the six equipment leases which together totaled $999,994.77 plus interest. Also delivered with the demand letters was the lessor's Notice of Intention to Enforce Security pursuant to S.244(1) of the Bankruptcy and Insolvency Act (Canada). Attached hereto and marked **Exhibit P** to this my affidavit is a true copy of the March 26, 2025 demand letter of the lessors, together with the Notice of Intention to Enforce Security.

23. Formal demand was made by TCPC Ltd. against Woodington Management Inc. and 785 Ltd. for the balance owing under the unpaid invoices totaling $48,876.57 plus interest on March 26, 2025. Also delivered with the demand letter was the secured creditors Notice of Intention to Enforce Security pursuant to S.244(1) of the Bankruptcy and Insolvency Act (Canada). Attached hereto and marked **Exhibit Q** to this my affidavit is a true copy of the March 26, 2025 demand letter of the secured creditor together with the Notice of Intention to Enforce Security

24. On May 1, 2025 the monthly rent payments pursuant to the six leases for the year 2025 came due. The payments pursuant to Deal 1227 and 3212 were returned NSF by the bank, but the payments under Deals 1432, 1433, 2330 and 2331 all went through, and were paid by Woodington Management Inc.

25. The status of Eisen is now based on a recently discovered General Security Agreement dated January 4, 2019, given by WMI to Melvyn D. Eisen. This purports to support the liability of WMI to Eisen. However, WMI only guaranteed Eisen's first mortgage, and not

his mortgage in third position on the land, after the mortgage to Goldy Metals Holdings Inc. ("Goldy Metals"). The amount owed on Eisen's first mortgage is approximately $11,500,00, and the affidavits have indicated that refinancings as high as $22,000,00 have been insufficient to pay off these mortgages. Since it is a certainty that upon the sale of the lands and buildings, Eisen's first mortgage will be paid off in full, there is in fact not a single dollar at risk supporting WMI's January 4, 2019 General Security Agreement to Eisen, and WMI's debt to Eisen is non-existent.

26. Eisen's stated purpose in putting both WMI and 785 Ltd into receivership is so that the entire land and buildings, as well as the golf course operations, can be sold as a going concern to generate a higher total price than will be generated if only the land and buildings, are sold. Both Joseph Chetti, in his February 21, 2025 affidavit paragraph 17 c) and Melvyn Eisen in his May 13, 2025 affidavit paragraph 35, have stated that selling the land and buildings without the golf course operation will not generate enough proceeds to pay out the three mortgages. However, while the first and second mortgages appear to have invested capital into the golf course, Eisen's mortgage in third position is a collateral mortgage providing Eisen with additional security on another transaction.

27. The third mortgage can be found as Exhibit N to Eisen's affidavit of August 7, 2024. Under the Additional Provisions, the mortgage states: "This is a collateral mortgage to a mortgage being registered on PIN 03349-0125 (11720 Hwy 27 Vaughan) in favour of Melvyn Eisen for the sum of $25,000,000.00." Therefore, Eisen is seeking to put the operating companies into receivership, not for the general benefit of the creditors in Woodington Lake Golf Club, but to generate a bigger payment to him on another mortgage registered against some other lands.

28. Was there ever a bona fide transfer or assignment to 785 Ltd? In his affidavit of September 9, 2024 Chetti states in paragraph 7 that WMI owned the golf course "…until approximately November 15, 2023." Earlier in paragraph 5 he states that 785 Ltd has owned and operated the golf club "…since approximately December 12, 2023." No explanation is given in regard to the one month gap.

29. In his May 13, 2025 affidavit paragraph 26, Eisen records that the Receiver has requested from Chetti "…copies of the agreements supporting the transfer/assignment of the Golf Club assets from WMI to 785 Ltd. to amongst other things, confirm the purpose and validity of the transaction, as well as to confirm what consideration, if any was exchanged…" but the Receiver has received no such documentation. In light of this, we submit that the court should conclude, when determining the rights of the parties in these matters, that no *bona fide* legal transaction between WMI and 785 Ltd has ever occurred, that the transfer of the assets of the Golf Club to 785 Ltd never occurred, and that WMI has been and remains the sole true owner of the golf club assets to this day.

30. As I stated in paragraph 3 of my affidavit, the business of these Respondents is golf. Turf Care Products Canada Ltd sold WMI all the equipment set out in our six leases, and Turf Care Finance Ltd and Care Lending Group Limited operating as Turf Care Financial provided all of the leases. In March 2025, Chetti agreed that our staff could inspect the leased equipment, which was all there and in satisfactory condition. Attached hereto and marked **Exhibit R** to this my affidavit is a true copy of our internal appraisal dated March 31, 2025 describing and setting values for the equipment.

31. These Respondents oppose the terms of sale proposed by the Receiver as they apply to our leased equipment. If the purchaser is left to allocate what he wants as payment for the

equipment, then it is our belief that these Respondents will suffer a serious loss, because such purchasers typically optimize the cost base paid for land and buildings, so that in the future when the investment is sold, less tax will be paid, and not the cost base of depreciable assets. These Respondents ask that the court permit us to put a stalking bid for the leased equipment, so that if the purchaser buys the equipment, these Respondents will receive a reasonable recovery, and if the purchaser decides not to buy the equipment, then these Respondents will buy it for the amount of their debt.

32. Four of the leases of these Respondents are true leases, including the two largest, being Deal 1227 and Deal 3212, as well as Deal 1433 and Deal 2330, and these four leases encompass most of the leased equipment. Therefore, even if Eisen's May 13, 2025 motion is successful, there will remain a further issue for the court to decide on a motion for advice and directions by the Receiver, as to the validity of the four true leases, and as to possession of that equipment.

SWORN by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025. in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits
(or as may be)

Signed by:
Andrew Sunn
4EF1AAB53901441...

ANDREW SUNN

June 16, 2025

WILSON VUKELICH LLP
Barristers and Solicitors
60 Columbia Way, 7th Floor
Markham ON L3R 0C9

Douglas Langley LSO #16909Q
Tel: (905) 940-8711
dlangley@wvllp.ca

Lawyers for the Respondents, Turf Care Financial Ltd., and Care Lending Group Inc. and Turf Care Products Canada Limited

TAB A

This is Exhibit "A" referred to in the Affidavit of Andrew Sunns worn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Jennifer Cole

D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

AGENCY AGREEMENT

THIS AGENCY AGREEMENT made as of the 1st day of ~~April, 2014.~~ DEC, 2013

B E T W E E N:

MAXIUM FINANCIAL SERVICES INC.
30 Vogell Road, Suite 1
Richmond Hill, ON L4B 3K6

Fax: (905) 780-6273

("**Maxium**")

- and -

TURF CARE FINANCIAL LIMITED
200 Pony Drive
Newmarket, ON L3Y 7B6

Fax: (905) 836 - 0995

("**Turf Care**")

WHEREAS Maxium is in the business of leasing golf course equipment to its customers, and desires to purchase, in Turf Care's name, golf course equipment (the "**Equipment**") distributed by Turf Care Products Canada Limited ("**TCPC**") for lease to its customers and to customers of Turf Care pursuant to the Turf Care/Maxium Program (as defined below);

AND WHEREAS Maxium and Turf Care have established a program (the "**Turf Care/Maxium Program**") whereby Equipment will be leased to customers of Maxium and Turf Care ("**Lessees**") in the name of Turf Care and using Turf Care's form of lease attached hereto as Schedule "A" (the "**Lease**"), all as more particularly set out in the program agreement dated as of the date hereof between Turf Care and Maxium (as the same my be amended, supplemented,replaced or restated from time to time, the "**Program Agreement**");

AND WHEREAS in order to satisfy the requirements of its secured lenders, Maxium requires beneficial ownership of the Equipment leased under the Turf Care/Maxium Program;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual terms and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each such party), the parties hereto agree as follows:

1. **Definitions.** All capitalized words and phrases herein which are not defined in this Agency Agreement has the meaning given to them in the Program Agreement.

2. **Ownership of Equipment**: Turf Care confirms and agrees that any Equipment which Turf Care acquires directly from TCPC as part of the Turf Care/Maxium Program shall be deemed to be ordered and acquired by Turf Care as agent of and in trust for Maxium. Turf Care shall hold legal title to the Equipment as a bare trustee for the use and benefit of Maxium upon and subject to the conditions set forth herein, and Maxium shall at all times during the currency of any lease of the Equipment under the Turf Care/Maxium Program be the beneficial owner of such Equipment.

3. **Turf Care as Agent for Maxium**: For purposes of acquiring legal title to the Equipment, Maxium hereby irrevocably designates Turf Care as its agent upon the terms and conditions hereinafter set forth, to acquire Equipment from TCPC for lease to Lessees under the Turf Care/Maxium Program, and grants to Turf Care, the full authority to purchase the Equipment approved under each Authorization to Ship and Invoice. Turf Care's scope of agency for purposes of this agreement is limited to the acquisition of Equipment agreed to be leased by Turf Care to Lessees from time to time under the Turf Care/Maxium Program and Turf Care may not bind Maxium to any other obligations whatsoever with third parties.

4. **Limitation on Turf Care's Authority as Agent**: Prior to the acquisition by Turf Care of any Equipment on behalf of Maxium as part of the Turf Care/Maxium Program, Turf Care shall obtain the written consent of Maxium to the type, number and models of Equipment to be so purchased by Turf Care as part of the Turf Care/Maxium Program, as well as the price of such Equipment. Such consent of Maxium shall be evidenced by an Authorization to Ship and Invoice (in the form attached hereto as Schedule "B") signed by Maxium.

5. **Use of Turf Care's Name**: Maxium shall be granted a non-exclusive licence to use Turf Care's name during the currency of this Agency Agreement, solely for the purposes of leasing Equipment to the Lessees pursuant to the Turf Care/Maxium Program and for no other purpose which license terminates on termination of the Turf Care/Maxium Program. Except as to the scope of this limited license, Maxium acknowledges and agrees that it has not acquired, and will not acquire, any proprietary or other rights to the name of Turf Care Financial or to any variation or derivative of such name.

6. **Payment of TCPC Invoices**: The parties agree that all invoices for Equipment from TCPC included in any Authorization to Ship and Invoice approved by Maxium shall be delivered to Maxium and shall be complete and correct, and Maxium shall pay to TCPC the full amounts shown in invoices from TCPC for such Equipment.

7. **Duties of Maxium and Turf Care**: Maxium shall administer the billing and collection of all leases entered into by Turf Care under the Turf Care/Maxium Program. Turf Care

agrees to forward promptly to Maxium all notices received by Turf Care from any of the Lessees.

8. **Delivery of Documents**: Turf Care agrees, upon the direction of Maxium, to prepare, execute and deliver any and all agreements, documents and instruments as may be necessary to permit Maxium to exercise its rights of an owner or lessor of the Equipment (such as, for example, in respect of the registration of financing statements, or for insurance purposes) or to enforce the terms of leases which are in default in the ordinary course of administering and managing the lease portfolio in the Turf Care/Maxium Program.

9. **Ibid**: Turf Care agrees, upon the direction of Maxium, to transfer legal title to any Equipment to Maxium (or a person designated by Maxium) in the event that Maxium determines such transfer is required to permit Maxium to exercise all of its rights as an owner of such Equipment. Within two (2) business days of such written request Turf Care shall execute and deliver an assignment agreement in the form of Schedule "C" hereto to effectively transfer to Maxium legal title to such Equipment and Turf Care shall cease to hold legal title to such Equipment for which title is so transferred. Notwithstanding any such transfer of legal title to any Equipment, all of the commercial and business arrangements between Turf Care, Maxium and TCPC in respect of the Lessees and the leases of such Equipment which have been entered into as part of the Turf Care/Maxium Program shall remain in full force and effect

10. **Notice**: Any demand, notice or other communication in connection with this agreement shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee, mailed by registered mail or sent by facsimile or other direct written electronic means, charges prepaid, at or to the address or facsimile number of the party set out below its name on the cover page of this agreement. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Any communication which is mailed as aforesaid shall be deemed to have been validly and effectively given on the fifth business day following the date of mailing, provided that, in the event of an interruption in postal service before such fifth business day, such communication shall be given by one of the other means. Any communication which is transmitted by facsimile or other direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

11. **Further Assurances**: From time to time each of the parties hereto, at the request of any other, shall execute and deliver such additional documents and other assurances as may be reasonably required effectually to carry out the intent of this agreement.

12. **Term of Agreement**: This Agreement shall be effective from the date hereof and shall automatically terminate upon the termination of the Program Agreement.

13. **Paramountcy**: In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Program Agreement, the terms and conditions of the Program Agreement shall govern and be paramount.

14. **Severability**: In the event that any provision or any part of any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this agreement shall be construed as not containing such provision or such part of such provision and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof, and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

15. **Counterparts and Electronic Signatures**: This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to each of the other parties. This Agreement may be delivered by transmission of the signature pages by facsimile in which event each such signature shall be deemed to be an original signature and shall constitute execution and delivery of the entire document.

16. **Governing law and Jurisdiction**: This agreement and all documents delivered pursuant thereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties shall attorn to the Courts of the Province of Ontario.

17. **Assignment**: Neither party may sublease, assign, sell or dispose of its interest in this Agreement or in any Equipment or lease contemplated hereby except that Maxium shall be permitted to assign its interest in this Agreement and in any Equipment or lease contemplated hereby to its securitization funders in the normal course of its business without the consent of Turf Care.

18. **Enurement**: This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF this agreement has been executed by the parties hereto as of the date first above written.

TURF CARE FINANCIAL LIMITED	MAXIUM FINANCIAL SERVICES INC.
Per: ______________	Per: ______________
Name: RONALD M. CRAIG	Name: Paul McLean
Title: PRES.	Title: President
Per: ______________	Per: ______________
Name:	Name: Name
Title:	Title: Title
We have authority to bind the Corporation	We have authority to bind the Corporation

SCHEDULE "A"

TURF CARE LEASE

(see attached)

SCHEDULE "B"

AUTHORIZATION TO SHIP AND INVOICE MAXIUM

(see attached)

SCHEDULE "C"

ASSIGNMENT OF LEGAL TITLE

WHEREAS Turf Care Financial Limited (the "**Owner of Legal Title**") is the registered owner of (i) the lease(s) identified in Exhibit I hereto (the "**Lease(s)**"), and (ii) the equipment (the "**Equipment**") which is the subject matter of the Lease(s);

AND WHEREAS it is acknowledged and agreed that the Owner of Legal Title holds, and has always held the Leases and the Equipment in trust for Maxium Financial Services Inc. (the "Beneficial Owner");

FOR VALUE RECEIVED and pursuant to the Agency Agreement, dated as of •, 2014, (the "**Agreement**"), between the Beneficial Owner and the Owner of Legal Title, the Owner of Legal Title hereby sells, assigns, quitclaims, relinquishes and transfers absolutely (the "**Assignment**") to the Beneficial Owner legal title to (i) the lease(s) identified in Exhibit I hereto (the "**Lease(s)**"), and (ii) the equipment (the "**Equipment**") which is the subject matter of the Lease(s).

The date on which the Assignment is to occur is .

The Owner of Legal Title represents and warrants that it has not previously assigned or encumbered its legal title to the Lease(s) and the Equipment.

This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario. This Assignment shall be binding upon and inure to the benefit of the Owner of Legal Title and their respective successors and assigns.

DATED: DEC 1, 2013

TURF CARE FINANCIAL LIMITED

By: ______________________
RONALD M. CRAIG
PRES.

By: ______________________

TURF CARE FINANCIAL

LEASE AGREEMENT

TURF CARE FINANCIAL LIMITED
30 Vogell Road, Unit #1
Richmond Hill, Ontario L4B 3K6
PHONE: (905) 780-6150 FAX: (905) 780-6273

Customer No.	102888
Lease Agreement No.	1
Schedule No.	1

LESSEE				CO-LESSEE			
Lessee#1				Lessee#2			
Address				Address			
Address		Address		Address		Address	
PHONE	Telephone No	FAX	Fax No	PHONE	Telephone No	FAX	Fax No
CONTACT	Contact Name			CONTACT	Contact Name		

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
Enter Quantity Here	Supplier Name	Enter Inv #	Eqp Des	Cost
			EQUIPMENT COST	$0.00

PAYMENT DETAILS

COMMENCEMENT DATE	May-01-2009	TERM	54	Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
6	May-01-2009	Oct-01-2009	$0.00	$0.00	$0.00	$0.00	$0.00
6	Nov-01-2009	Apr-01-2010	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2010	Oct-01-2010	$0.00	$0.00	$0.00	$0.00	$0.00
6	Nov-01-2010	Apr-01-2011	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2011	Oct-01-2011	$0.00	$0.00	$0.00	$0.00	$0.00
6	Nov-01-2011	Apr-01-2012	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2012	Oct-01-2012	$0.00	$0.00	$0.00	$0.00	$0.00
6	Nov-01-2012	Apr-01-2013	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2013	Oct-01-2013	$0.00	$0.00	$0.00	$0.00	$0.00

FAIR MARKET VALUE PURCHASE PRICE		After payment # 54 due	Oct-31-2013
for a deemed Fair Market Value of	$ -	or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment # 54	
SECURITY DEPOSIT:	$0.00		

RENEWAL OPTION TERMS

COMMENCEMENT DATE	Nov-01-2013	TERM	19	Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
6	Nov-01-2013	Apr-01-2014	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2014	Oct-01-2014	$0.00	$0.00	$0.00	$0.00	$0.00
6	Nov-01-2014	Apr-01-2015	$0.00	$0.00	$0.00	$0.00	$0.00
1	May-01-2015	May-01-2015	$0.00	$0.00	$0.00	$0.00	$0.00

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial Limited

PLEASE ATTACH A SAMPLE VOID CHEQUE

The undersignd acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial Limited which shall be evidenced by the acceptance and execution below by Turf Care Financial Limited.

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement.

ACCEPTED BY:

TURF CARE FINANCIAL LIMITED	Lessee#1
BY: ____________	BY: ____________
NAME: ____________	NAME: Contact Name
TITLE: ____________	TITLE: Title
DATE: ____________	DATE: ____________

FACSIMILE INFORMATION			
COMPANY:	TURF CARE PRODUCTS CANADA LIMITED		
ATTENTION:	REGINA CANAL	FAX	(905) 836-6442

AUTHORIZATION TO SHIP AND INVOICE MAXIUM

TURF CARE FINANCIAL LIMITED
30 Vogell Road, Unit #1
Richmond Hill, Ontario
L4B 3K6
Telephone: (905) 780-6159 Fax: (905) 780-6273

Master No.
Agreement / Schedule No.

CUSTOMER INFORMATION		SUPPLIER INFORMATION			
		TURF CARE PRODUCTS CANADA LIMITED			
		200 PONY DRIVE			
		NEWMARKET, ONTARIO			
		L3Y 7B6			
PHONE	FAX	PHONE	(905) 836-0988	FAX	(905) 836-6442
CONTACT		CONTACT	REGINA CANAL		

EQUIPMENT DESCRIPTION		
ITEM #	QUANTITY	MANUFACTURER / DESCRIPTION / SERIAL NUMBERS
1		

Original Equipment Cost	
Trades	$0.00
Freight	
Tire Fee	
Net invoice cost to Turf Care Financial Limited:	$0.00

TURF CARE PRODUCTS CANADA LIMITED will be paid: Upon Receipt

AUTHORIZED BY: Heather Nisbet

DATE OF APPROVAL: ______________________

TAB B

This is Exhibit "B" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Jennifer Cole

D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

TURF CARE FINANCIAL

LEASE AGREEMENT

TURF CARE FINANCIAL LIMITED
30 Vogell Road, Unit #1
Richmond Hill, Ontario L4B 3K6
PHONE: (289) 269-0305 FAX: (905) 780-8241

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	3

LESSEE	CO-LESSEE
Woodington Management Inc. o/a Woodington Lake Golf Club	Joseph Chetti
7110 4th Line	156 Capner Court
Tottenham Ontario L0G 1W0	Kleinburg Ontario L0J1C0
PHONE 905.936.4343 FAX	
CONTACT	

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
130	Turf Care		2021 Yamaha Electric Cars s/n	$787,800.00
			EQUIPMENT COST	$787,800.00

PAYMENT DETAILS

COMMENCEMENT DATE	Apr-01-2021	TERM	55	Monthly in Advance	

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
1	Apr-01-2021	Apr-01-2021	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2021	Oct-01-2021	$19,550.00	$0.00	$0.00	$2,541.50	$22,091.50
6	Nov-01-2021	Apr-01-2022	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2022	Oct-01-2022	$19,550.00	$0.00	$0.00	$2,541.50	$22,091.50
6	Nov-01-2022	Apr-01-2023	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2023	Oct-01-2023	$19,550.00	$0.00	$0.00	$2,541.50	$22,091.50
6	Nov-01-2023	Apr-01-2024	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2024	Oct-01-2024	$19,550.00	$0.00	$0.00	$2,541.50	$22,091.50
6	Nov-01-2024	Apr-01-2025	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2025	Oct-01-2025	$19,550.00	$0.00	$0.00	$2,541.50	$22,091.50

FAIR MARKET VALUE PURCHASE PRICE — After payment # 55 due Oct-31-2025
for a deemed Fair Market Value of $ 331,500.00 or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment # 55
SECURITY DEPOSIT: $0.00

RENEWAL OPTION TERMS

COMMENCEMENT DATE	Nov-01-2025	TERM	19	Monthly in Advance	

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
6	Nov-01-2025	Apr-01-2026	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2026	Oct-01-2026	$19,550.00	$0.00	$0.00	$2,541.50	$22,091.50
6	Nov-01-2026	Apr-01-2027	$0.00	$0.00	$0.00	$0.00	$0.00
1	May-01-2027	May-01-2027	$267,575.00	$0.00	$0.00	$34,784.75	$302,359.75

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial Limited — **PLEASE ATTACH A SAMPLE VOID CHEQUE**

The undersigned acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial Limited which shall be evidenced by the acceptance and execution below by Turf Care Financial Limited.

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement.

ACCEPTED BY:

TURF CARE FINANCIAL LIMITED

BY: ____________
NAME: ____________
TITLE: ____________
DATE: ____________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: [signature]
NAME: Joseph Chetti
TITLE: President
DATE: FEB. 3, 2021

BY: [signature]
NAME: Joseph Chetti
Individually

BY: [signature]
Witness

DEAL 1227

TURF CARE FINANCIAL

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") IS MADE BETWEEN **Turf Care Financial Limited,** a company with its address at 30 Vogell Road, Richmond Hill, Ontario L4B 3K6 (referred to as "we", "our", "ours" and "us" in this Agreement) and**Woodington Management Inc. o/a Woodington Lake Golf Club, A Corporation** with its address at **7110 4th Line Tottenham, Ontario L0G 1W0 and Mr. Joseph Chetti, An Individual with a personal residence of 156 Capner Court Kleinburg, Ontario L0J1C0** (referred to as "you", "your" and "yours" in this Agreement).

For valuable consideration, the receipt of which is hereby acknowledged by you and by us, we hereby agree with you as follows:

1. Agreement to Lease. We agree to lease you the Equipment (this term and certain other capitalized terms have the meanings specified in section 2 hereof or as defined elsewhere in this Agreement) and you agree to lease the Equipment from us on the terms and conditions specified in this Agreement. You agree with us that the terms and conditions of this Agreement shall be binding upon the parties upon the execution of this Agreement by them and shall remain in force until the last day of the Term of this Agreement (except with respect to such liabilities and obligations as are stated herein to survive after the end of the Term).

2. Certain Definitions: "**Agreement**" means, collectively, this agreement, the attached Lease Schedule, the Delivery and Acceptance Certificate and any other related agreements or documents referred to separately herein or therein. "**Delivery and Acceptance Certificate**" means, with respect to the Equipment, a certificate in the form prescribed by us (or in such other form as may be acceptable to us) to evidence the delivery to and acceptance by you of the Equipment. "**Discounted Fair Market Value**" means, with respect to the Equipment, the present value of the Fair Market Value of the Equipment at a specified date, discounted to the date of calculation at the Discount Rate. "**Discounted Purchase Price**" means, with respect to the Equipment, the present value of the purchase price for the Equipment at a specified date, discounted from the day on which such purchase price may be exercised to the date of calculation at the Discount Rate. "**Discount Rate**" means the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the Term remaining in this Agreement. "**Discounted Rents**" means, with respect to the Equipment, the present value of all instalments of Rent during the Term of this Agreement that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which such instalments would otherwise be payable to the date of calculation at the Discount Rate. "**Effective Date**" means the date on which the Equipment is delivered to and accepted by you as indicated in the Delivery and Acceptance Certificate. "**Equipment**" means the personal property described in the attached Lease Schedule, together with all accessions and attachments thereto from time to time. "**Fair Market Value**" means, with respect to the Equipment as at a particular date, the fair market value of the Equipment on such date specified in this Agreement or, if not so specified, the price for the Equipment that we determine would be paid on such date in an open and unrestricted market by a willing purchaser to a willing vendor each of whom is acting at arm's length and is under no compulsion to act. "**Initial Term**" means, with respect to this Agreement, the period referred to in section 3 hereof. "**Rent**" means the amounts payable by you as rent or lease payments hereunder as specified in the attached Lease Schedule or section 4 and such other amounts payable by you hereunder and thereunder, including amounts specified in sections 16 and 23 hereof. "**Term**" means the Initial Term and any renewal or extension thereof from time to time in effect whether pursuant to section 22 hereof or as otherwise agreed upon by you and us.

3. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue, from the Effective Date, or if the Effective Date is not the first day of a calendar month then from the first day of the next calendar month after the Effective Date, for the number of months specified in the attached Lease Schedule.

4. Rent. You shall pay us Rent in the amounts and at the times specified in the attached Lease Schedule and in section 22 hereof, as applicable. If the Effective Date is not the first day of a calendar month, Rent shall commence and be payable on the first day of the next calendar month. Any security deposit made by you with us under this Agreement may be applied by us in payment of any Rent or other amount under this Agreement that is not paid by you when due and payable, and if not so applied shall be applied against your liability to pay the final instalment of Rent hereunder. Your obligation to pay Rent and perform all your other obligations hereunder shall be unconditional in all circumstances, and for greater certainty shall not be reduced or terminated if the Equipment does not operate as expected or as specified. All Rent and other amounts payable by you under this Agreement shall be paid when due without set-off, counterclaim, abatement or other reduction.

5. Taxes. You shall pay when due, and shall indemnify us against, any liability in respect of all taxes and other governmental charges (except income taxes payable by us on our net taxable income) applicable from time to time to the Rent and other amounts payable by you under this Agreement.

6. Equipment Selection and Warranties. You acknowledge that you selected the Equipment and the manufacturer and supplier thereof, and the Equipment purchased by us was made at your specific request. We do not make, shall not be deemed to have made and hereby disclaim any representations or warranties as to the operating or other condition, quality, fitness for any purpose, merchantability or marketability of the Equipment, whether arising by statute, common law, equity or otherwise. We assign to you during the Term of this Agreement all assignable warranty rights provided to us by the manufacturer or supplier of the Equipment.

7. Maintenance and Inspection of Equipment. You shall keep the Equipment in good repair and operating condition, and maintain the Equipment and all accessories and attachments thereto in safe and good mechanical condition and running order at all times and to furnish all supplies, accessories, and other essentials required for the use or operation of the Equipment. You shall install and maintain the Equipment so as to not void and to keep in full force and effect all manufacturers' warranties relating thereto, and, if required for such purpose, you will enter into, and maintain in full force and effect at all times during the Term of this Agreement, a maintenance agreement with the manufacturer or other reliable supplier of maintenance services acceptable to us with respect to the Equipment. At our request, you will furnish us with evidence of each such maintenance agreement. You agree to permit us and our representatives during normal business hours and on reasonable prior notice to inspect the Equipment. All supplies consumed or required by the Equipment shall meet the manufacturer's specifications and shall be furnished by you at your expense. All maintenance and service charges relative to the Equipment, whether under a maintenance agreement or otherwise, shall be paid by you.

8. Alterations and Modifications. You may, at your expense, make alterations in, add attachments to or upgrade the Equipment (the "**Additions**"), provided that any Addition shall not (a) interfere with the normal operation of the Equipment, (b) impair the value or utility of the Equipment or affect any warranty relating thereto, or (c) subject the Equipment to any hypothecs, liens, security interests, claims or other encumbrances. All Additions shall become our property if not removed by you prior to the end of the Term of this Agreement. The removal of any Addition shall be at your expense, and shall be done without damaging the Equipment, and after such removal you will ensure that the Equipment is restored to its original condition and utility prior to such Addition (reasonable wear and tear excepted). The manufacturer may incorporate engineering changes or make temporary alterations to the Equipment upon your request. If any Addition interferes with the normal and satisfactory operation or maintenance of the Equipment so as to increase the cost of maintenance or create a safety hazard, you will, at your expense, promptly remove such Addition and restore the Equipment to its original condition and utility prior to such Addition (reasonable wear and tear excepted).

9. Title and Security. We shall retain title to and ownership of the Equipment at all times prior to your exercise of any purchase price with respect thereto specified in this Agreement. We may make such registrations against you or otherwise under applicable personal property security laws or similar legislation as are deemed necessary to evidence and protect our interest in the Equipment. To the extent that this Agreement is determined to be a financing lease or not a true lease under any applicable personal property security laws, then with respect to this Agreement and to secure the payment and performance by you of all your obligations under this Agreement, you hereby grant us a security interest in your right, title and interest, now existing and hereafter arising, in and to, (a) the Equipment, (b) all insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of the Equipment, and (c) all books, records and proceeds relating to the foregoing.

10. No Cancellation. This Agreement may not be cancelled or terminated by us or by you during the Term hereof, except as expressly provided in this Agreement.

11. Entire Agreement. This Agreement shall constitute a separate and complete agreement between you and us with respect to the Equipment.

12. Use and Location. So long as no Customer Default exists, we will not disturb your quiet enjoyment of the Equipment during the Term of this Agreement. You shall operate the Equipment (i) for business purposes, (ii) in a safe and lawful manner, by competent and duly qualified personnel in accordance with applicable manufacturer's manuals and instructions, and (iii) in compliance with all federal, provincial, state and municipal statutes, ordinances, regulations and by-laws which may be applicable to the leasing, use or operation of the Equipment. In addition, you shall prepare and furnish to us all documents, returns or forms legally required to be prepared by you in relation to the Equipment. You shall be solely responsible for, and indemnify us against, any fines or penalties assessed for violations of any statute, ordinance, by-law or regulation of any governmental authority, as a result of the use or operation of the Equipment by you or any third party, and shall keep the Equipment free from any hypothecs, security interests, claims, liens and encumbrances. You agree to operate only the Equipment which has insurance coverage as provided herein and to comply with all conditions of insurance related to the Equipment. You will ensure that at all times the Equipment remains personal and moveable property and shall not become affixed to any real property. The Equipment may not be removed from any location specified in the attached Lease Schedule except upon prior written notice to and consent by us in each instance, and in no event may the Equipment be removed outside any province or jurisdiction in which the Equipment is to be located as specified in the attached Lease Schedule or as otherwise agreed upon by us with you.

13. Damage and Loss. Notwithstanding section 9 hereof, you shall bear all risk of loss of and damage to the Equipment at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder. You shall promptly notify us of any damage to the Equipment and shall ensure that such damage is promptly repaired at your expense. Notwithstanding the foregoing, if the Equipment is damaged beyond practical repair in our judgement, or is destroyed, lost, stolen or otherwise taken from you, legally or otherwise, you shall within 10 days of such event either (a) pay us the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement with respect to the Equipment, together with the Discounted Purchase Price at such time that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, the Discounted Fair Market Value at such time of the Equipment as at the end of the Initial Term), and upon receipt by us of such payment, all of our right, title and interest in and to the Equipment shall be transferred to you on an "as is, where is" basis without representation or warranty of any kind or nature and any liabilities relative to the Equipment which we or you may have shall be released (except such liabilities and obligations as are stated herein to survive after the end of the Term of this Agreement), or (b) provided no Customer Default exists under this Agreement,

replace the Equipment with equipment of equal or greater value and utility (as determined by us) by conveying good and marketable title to such replacement equipment to us free and clear of all liens, hypothecs, security interests, claims and other encumbrances. Upon any such conveyance the replacement equipment (which shall thereafter be included as Equipment for all purposes of this Agreement) shall be subject to this Agreement in all respects as if it were the replaced Equipment.

14. Insurance. You will provide and maintain at your expense, with respect to each unit of Equipment; (a) property insurance against the loss, theft, or destruction of, or damage to, or other risks of loss relative to, the Equipment as are customarily insured by "all risks" policies on similar equipment and by businesses in the industry in which you are engaged for the full replacement value of the Equipment, naming us as a first loss payee, b) public liability and third party property insurance, naming us as an additional insured and c) creditor life and disability coverage where the benefit amounts fully cover your lease obligations for the entire Term of this Agreement, naming us as the beneficiary. You will give us certificates or other evidence of such insurance when requested provided, however, that we shall not be under any duty either to ascertain the existence of or to examine such insurance or to advise you in the event that the insurance coverage does not comply with the requirements hereof. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance written notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we will have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the Term of this Agreement, from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance, and our fees placing and maintaining such insurance (collectively, "**Insurance Charge**") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal instalments allocated to the remaining Rent payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

15. Assignment. You shall not part with possession or control of all or any part of the Equipment, or sublease, assign, sell or dispose of your interest in the Equipment or in this Agreement. We may assign all or any of our rights in the Equipment or this Agreement without your consent or notice to you.

16. Indemnity. You shall indemnify us against, and save us harmless from, any and all damages, claims, actions, obligations and liabilities caused by or resulting from the installation or removal of the Equipment, the possession, use and operation of the Equipment, or our ownership of the Equipment, at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder and for a period of two years after the end of the Term of this Agreement. Such indemnity shall include our legal fees and costs arising from any of the foregoing and any payment made by us in settlement of any of the foregoing. Notwithstanding any other provision hereof, the indemnity contained in this section shall survive termination or expiration of this Agreement.

17. Default. It shall be a default under this Agreement if (each a "**Customer Default**") (a) you fail to pay any Rent or other amount when due and payable hereunder or under any other lease or other agreement with us, (b) you fail to observe or perform any other covenant or obligation therein or in any other lease or other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) you make a representation in this Agreement that is materially incorrect, (d) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (e) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (f) the Equipment is seized by any creditor of yours, (g) the primary nature of your business changes subsequent to the Effective Date of this Agreement, (h) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (i) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Effective Date of this Agreement.

18. Rights and Obligations on Default. Upon the occurrence of any Customer Default under this Agreement, we may in our sole discretion, in addition to any other rights and remedies available to us, exercise one or more of the following rights and remedies: (a) perform any obligation that you have failed to perform under this Agreement, in which case an amount equal to all expenses incurred by us in such performance shall be immediately payable by you to us on demand, it being understood that no such performance by us shall cure or be deemed to have cured any Customer Default as a result of such failure to perform by you; (b) require you to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement; (c) enter any place where the Equipment is located and take possession of and remove the Equipment without court order or other process of law, or require you to (in which case you shall promptly), at your expense, return the Equipment to us at our nearest office or to such other place as we direct; and (d) terminate this Agreement (but without releasing any of your obligations then due hereunder and any other liabilities which are stated herein to survive termination). To the extent permitted by law, you waive the benefit of all laws governing the seizure and sale or other disposition of the Equipment upon default. We shall not be responsible for any expense or damage that may be incurred by you as a result of our exercising any of the foregoing rights and remedies unless due to our gross negligence or wilful misconduct. If we take possession of the Equipment, we may store, repair or recondition the Equipment and sell, lease or otherwise dispose of the Equipment for such amounts and on such terms and conditions as we may determine in our sole discretion. Any proceeds of any such sale, lease or other disposition when actually received in cash by us shall be applied first to reimburse us for all expenses, commissions, fees and disbursements incurred by us in connection with such repossession, storage, repair, reconditioning, sale, lease or other disposition, and any balance thereof in excess of the Discounted Purchase Price that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, in excess of the Discounted Fair Market Value of the Equipment as at the end of the Initial Term) will be applied, first, against your obligations under this Agreement, and subsequently, against such of your obligations as are then due and payable under any other lease or any other agreement with us. You shall remain liable for any deficiency remaining under this Agreement and under any other lease or other agreement with us. If we enforce any provision of this Agreement on default, you shall reimburse us on demand for all expenses including legal fees and disbursements on a solicitor and own client basis, incurred by us in connection with such enforcement.

19. Waivers. All waivers given by us hereunder must be in writing, and any such waiver will apply only to the single instance for which it is given, and will not apply for any other instance, whether of the same nature or otherwise. We alone may waive any of your obligations under this Agreement. This Agreement may be amended only by our written agreement with you.

20. Administration Charges. You shall pay interest on any overdue amount under this Agreement at the rate of 18% per annum, calculated monthly. If any direction for payment made by you with respect to any amount payable hereunder to us is not honoured for any reason by the person to whom such direction has been given, you shall pay us a service charge of $100 for each instance. You shall reimburse us on demand for all administrative expenses incurred by us as a result of any amendment to this Agreement that has been requested by you and agreed to by us.

21. Pre-Authorized Payments. You shall pay us all instalments of Rent and other amounts under this Agreement by means of pre-authorized payments.

22. End of Term Options. Not later than three months prior to the last day of the Initial Term of this Agreement, you shall give us irrevocable notice of your intention to:

(a) on or before such last day, return the Equipment to us at our nearest office or as we otherwise direct, in which case you will pay all expenses in connection with such return including de-installation, packing, crating, loading, rigging and transportation; or

(b) on such last day, purchase the Equipment from us (on an "as is, where is" basis and without representation or warranty of any kind or nature) for a price equal to its then Fair Market Value.

If you give us the notice required above and fail to comply therewith, the Term of this Agreement shall be extended for an additional period equal to the greater of three months or the period between each required payment of Rent during the Term. In addition to any extension as contemplated by the preceding sentence, if you fail to give us the notice required above (whether prior to the end of the Initial Term of this Agreement or any extension thereof), the Term of this Agreement shall be extended for an additional period equal to the period between each required payment of Rent during the Term. In each case the Rent payable during such extension shall be, for greater certainty, the Rent in effect on the last day prior to such extension, unless we agreed in writing with you that other Rent be applicable in such circumstance.

23. Remarketing. If you elect to return the Equipment as specified in section 22, we may dispose of the Equipment in a commercially reasonable manner given the state of repair of the Equipment. For the purpose hereof, Net Proceeds means net proceeds of disposition received by us after deducting all reasonable expenses of disposition including, without limitation, storage, audit, testing, cleaning, repair, commission, insurance and advertising. If the Net Proceeds with respect to the Equipment are less than the Fair Market Value of the Equipment, you will promptly pay us as a final adjustment of Rent with respect to the Equipment an amount equal to such deficiency, plus applicable sales taxes, without abatement, set-off, counterclaim or other deduction. We will determine the final adjustment with respect to any unit of Equipment when the Equipment is disposed of and shall render a statement to you. If we have been unable to sell any unit of Equipment within 30 days after the end of the Initial Term, then the Net Proceeds will be deemed to be $1 and you will pay us not later than 35 days after the end of the Initial Term the deficiency between the deemed Net Proceeds of $1 and the Fair Market Value of the Equipment.

24. Credit Investigation and Financial Statements. You consent to any credit investigation carried out by us. At our request you will deliver to us any financial or other information related to you as reasonably requested by us to further our credit investigation. In addition and if requested by us, you will deliver within 120 days of your fiscal year end, a copy of your financial statements for such fiscal year or, if audited, your audited financial statements together with the opinion of the auditor.

25. Clerical Errors; Serial Numbers. You authorize us to correct any clerical errors in this Agreement and to include in this Agreement the serial numbers of the Equipment that is subject thereto. We shall promptly advise you of any such correction and serial numbers.

26. Representation and Warranty. You represent and warrant that this Agreement has been duly authorized, executed and delivered by you, and constitutes a legal, valid and binding agreement of yours enforceable against you in accordance with its terms. You further represent and warrant that any and all financial and other information provided to us is accurate and complete.

27. Notice. Any notice under this Agreement shall be in writing and shall be given by pre-paid registered mail, by facsimile, or by delivery to the person to whom it is addressed. A notice so given shall be deemed to have been received on the fifth day

following posting in Canada, or if given by facsimile or delivered, on the day of transmission or delivery if such day is a business day in Toronto or, if not, on the next following business day in Toronto.

28. General. This Agreement will be interpreted with all changes to number and gender as the context requires. If you sign this Agreement with another person, each of you will be jointly and severally liable as lessee hereunder. Time is of the essence of this Agreement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. In the event of any inconsistency between the terms of the attached Lease Schedule and the terms of this Agreement, the terms of the attached Lease Schedule shall prevail. If any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement to the extent of such illegality or unenforceability and the remaining provisions of this Agreement shall remain in full force and effect.

29. Language. The parties hereto expressly request and require that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette Convention et tous les documents qui s'y rattachent soient rédigés en Anglais.

30. Further Assurances. You acknowledge that we may require additional security depending on the results of our credit investigation and your organizational structure. If we require such additional security, we shall inform you of the form and nature of the additional security and required documentation and it shall be a condition to our entering into this Agreement with you that such additional security is obtained and the necessary documentation executed by you.

32. Counterparts. This Agreement may be executed and in any number of counterparts and on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

33. Law. This Agreement shall be governed in accordance with the laws of the Province of Ontario, and you attorn to the jurisdiction of the courts of such Province.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the 3 day of FEBRUARY, 2021.

TURF CARE FINANCIAL LIMITED

BY: ______________________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: ______________________
Name: Joseph Chetti
Title: President

BY: ______________________
Mr. Joseph Chetti
Individually

BY: ______________________
Name:
Witness

TURF CARE FINANCIAL

DELIVERY AND ACCEPTANCE CERTIFICATE

TURF CARE FINANCIAL LIMITED
30 Vogell Road, Unit #1
Richmond Hill, Ontario L4B 3K6
PHONE: (905) 780-6150 FAX: (905) 780-6273

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	3

By signing this Delivery and Acceptance Certificate, You acknowledge having read Your supplier's agreement and understand it.
You also agree all of the items:

1) have been delivered and / or installed;
2) are in good operating order and condition;
3) are in all respects satisfactory; and
4) have been accepted.

EQUIPMENT DESCRIPTION
MANUFACTURER / DESCRIPTION / SERIAL NUMBERS

130	2021 Yamaha Electric Cars s/n

INSURANCE INFORMATION

You certify that the Equipment is insured for its full replacement cost as outlined in the agreement, under the policy detailed below:

AGENT/BROKER: ______

PHONE NO.: ______ **FAX NO.:** ______

INSURANCE CO.: ______

POLICY NO.: ______

DELIVERY DATE: ______

Woodington Management Inc. o/a
Woodington Lake Golf Club

BY: ______

NAME: **Joseph Chetti**

TITLE: **President**

BY: ______

NAME: **Joseph Chetti**
Individually

BY: ______
Witness

RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
Woodington Management Inc.

I, Joseph Chetti, hereby certify under the corporate seal of Woodington Management Inc. (the "Company") that:

(a) I am the duly appointed secretary of the Company,

(b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from Turf Care Financial Limited ("Turf Care") from time to time;

(c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and Turf Care.

(d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

NAME	OFFICE HELD	SIGNATURE
Joseph Chetti	PRESIDENT	

DATED at __________, Ontario the __________ day of __________, 2019.

____

Secretary

RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
Woodington Management Inc.

I, Joseph Chetti, hereby certify under the corporate seal of Woodington Management Inc. (the "Company") that:

(a) I am the duly appointed secretary of the Company,

(b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from Turf Care Financial Limited ("Turf Care") from time to time;

(c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and Turf Care.

(d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

NAME	OFFICE HELD	SIGNATURE
Joseph Chetti	PRESIDENT	[signature]

DATED at , Ontario the ________ day of , 2019.

[signature]

Secretary


Ontario
Permis de conduire
ON
JOSEPH
KLEINBURG, ON, L0J 1C0
C3406 - 41004
2017/08/04

TAB C

This is Exhibit "C" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Jennifer Cole

D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

TURF CARE FINANCIAL

LEASE AGREEMENT

CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905) 836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	4

LESSEE	CO-LESSEE
Woodington Management Inc. o/a Woodington Lake Golf Club 7110 4th Line Tottenham, Ontario L0G1W0 PHONE 905.936.4343 FAX CONTACT Joseph Chetti	Joseph Chetti 156 Capner Court Kleinburg, Ontario L0J1C0

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
1	Turf Care		Toro Multipro 5800G s/n 315000287	$45,000.00
			EQUIPMENT COST	$45,000.00

PAYMENT DETAILS

COMMENCEMENT DATE	Jul-01-2021					TERM	52	Monthly in Advance
NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT	
4	Jul-01-2021	Oct-01-2021	$1,855.00	$0.00	$0.00	$241.15	$2,096.15	
6	Nov-01-2021	Apr-01-2022	$0.00	$0.00	$0.00	$0.00	$0.00	
6	May-01-2022	Oct-01-2022	$1,855.00	$0.00	$0.00	$241.15	$2,096.15	
6	Nov-01-2022	Apr-01-2023	$0.00	$0.00	$0.00	$0.00	$0.00	
6	May-01-2023	Oct-01-2023	$1,855.00	$0.00	$0.00	$241.15	$2,096.15	
6	Nov-01-2023	Apr-01-2024	$0.00	$0.00	$0.00	$0.00	$0.00	
6	May-01-2024	Oct-01-2024	$1,855.00	$0.00	$0.00	$241.15	$2,096.15	
6	Nov-01-2024	Apr-01-2025	$0.00	$0.00	$0.00	$0.00	$0.00	
6	May-01-2025	Oct-01-2025	$1,855.00	$0.00	$0.00	$241.15	$2,096.15	
FAIR MARKET VALUE PURCHASE PRICE		After payment # 52	due	Oct-31-2025				
for a deemed Fair Market Value of	$ 1.00	or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment #					52	
SECURITY DEPOSIT:	$0.00							

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial

PLEASE ATTACH A SAMPLE VOID CHEQUE

The undersigned acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial which shall be evidenced by the acceptance and execution below by Turf Care Financial.

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement.

ACCEPTED BY:

Care Lending Group Inc. o/a Turf Care Financial

BY: Lindsay MacMillan
NAME: Lindsay MacMillan
TITLE: Manager, Administration
DATE: July 13, 2021

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X
NAME: Joseph Chetti
TITLE: President
DATE: July 8/21

BY: X
NAME: Joseph Chetti
Individually

BY: X
NAME: Darlene Atherley
Witness

Deal
143

TURF CARE FINANCIAL

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") IS MADE BETWEEN CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL, a company with its address at 200 Pony Drive Newmarket, Ontario L3Y 7B6 (referred to as "we", "our", "ours" and "us" in this Agreement) and Woodington Management Inc. o/a Woodington Lake Golf Club, A Corporation with its address at 7110 4th Line Tottenham, Ontario L0G 1W0 and Joseph Chetti, An Individual with a principal residence at 156 Capner Ct. Kleinburg, Ontario L0J 1C0 (referred to as "you", "your" and "yours" in this Agreement).

For valuable consideration, the receipt of which is hereby acknowledged by you and by us, we hereby agree with you as follows:

1. Agreement to Lease. We agree to lease you the Equipment (this term and certain other capitalized terms have the meanings specified in section 2 hereof or as defined elsewhere in this Agreement) and you agree to lease the Equipment from us on the terms and conditions specified in this Agreement. You agree with us that the terms and conditions of this Agreement shall be binding upon the parties upon the execution of this Agreement by them and shall remain in force until the last day of the Term of this Agreement (except with respect to such liabilities and obligations as are stated herein to survive after the end of the Term).

2. Certain Definitions: "Agreement" means, collectively, this agreement, the attached Lease Schedule, the Delivery and Acceptance Certificate and any other related agreements or documents referred to separately herein or therein. "Delivery and Acceptance Certificate" means, with respect to the Equipment, a certificate in the form prescribed by us (or in such other form as may be acceptable to us) to evidence the delivery to and acceptance by you of the Equipment. "Discounted Fair Market Value" means, with respect to the Equipment, the present value of the Fair Market Value of the Equipment at a specified date, discounted to the date of calculation at the Discount Rate. "Discounted Purchase Price" means, with respect to the Equipment, the present value of the purchase price for the Equipment at a specified date, discounted from the day on which such purchase price may be exercised to the date of calculation at the Discount Rate. "Discount Rate" means the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the Term remaining in this Agreement. "Discounted Rents" means, with respect to the Equipment, the present value of all instalments of Rent during the Term of this Agreement that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which such instalments would otherwise be payable to the date of calculation at the Discount Rate. "Effective Date" means the date on which the Equipment is delivered to and accepted by you as indicated in the Delivery and Acceptance Certificate. "Equipment" means the personal property described in the attached Lease Schedule, together with all accessions and attachments thereto from time to time. "Fair Market Value" means, with respect to the Equipment as at a particular date, the fair market value of the Equipment on such date specified in this Agreement or, if not so specified, the price for the Equipment that we determine would be paid on such date in an open and unrestricted market by a willing purchaser to a willing vendor each of whom is acting at arm's length and is under no compulsion to act. "Initial Term" means, with respect to this Agreement, the period referred to in section 3 hereof. "Rent" means the amounts payable by you as rent or lease payments hereunder as specified in the attached Lease Schedule or section 4 and such other amounts payable by you hereunder and thereunder, including amounts specified in sections 16 and 23 hereof. "Term" means the Initial Term and any renewal or extension thereof from time to time in effect whether pursuant to section 22 hereof or as otherwise agreed upon by you and us.

3. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue, from the Effective Date, or if the Effective Date is not the first day of a calendar month then from the first day of the next calendar month after the Effective Date, for the number of months specified in the attached Lease Schedule.

4. Rent. You shall pay us Rent in the amounts and at the times specified in the attached Lease Schedule and in section 22 hereof, as applicable. If the Effective Date is not the first day of a calendar month, Rent shall commence and be payable on the first day of the next calendar month. Any security deposit made by you with us under this Agreement may be applied by us in payment of any Rent or other amount under this Agreement that is not paid by you when due and payable, and if not so applied shall be applied against your liability to pay the final instalment of Rent hereunder. Your obligation to pay Rent and perform all your other obligations hereunder shall be unconditional in all circumstances, and for greater certainty shall not be reduced or terminated if the Equipment does not operate as expected or as specified. All Rent and other amounts payable by you under this Agreement shall be paid when due without set-off, counterclaim, abatement or other reduction.

5. Taxes. You shall pay when due, and shall indemnify us against, any liability in respect of all taxes and other governmental charges (except income taxes payable by us on our net taxable income) applicable from time to time to the Rent and other amounts payable by you under this Agreement.

6. Equipment Selection and Warranties. You acknowledge that you selected the Equipment and the manufacturer and supplier thereof, and the Equipment purchased by us was made at your specific request. We do not make, shall not be deemed to have made and hereby disclaim any representations or warranties as to the operating or other condition, quality, fitness for any purpose, merchantability or marketability of the Equipment, whether arising by statute, common law, equity or otherwise. We assign to you during the Term of this Agreement all assignable warranty rights provided to us by the manufacturer or supplier of the Equipment.

7. Maintenance and Inspection of Equipment. You shall keep the Equipment in good repair and operating condition, and maintain the Equipment and all accessories and attachments thereto in safe and good mechanical condition and running order at all times and to furnish all supplies, accessories, and other essentials required for the use or operation of the Equipment. You shall install and maintain the Equipment so as to not void and to keep in full force and effect all manufacturers' warranties relating thereto, and, if required for such purpose, you will enter into, and maintain in full force and effect at all times during the Term of this Agreement, a maintenance agreement with the manufacturer or other reliable supplier of maintenance services acceptable to us with respect to the Equipment. At our request, you will furnish us with evidence of each such maintenance agreement. You agree to permit us and our representatives during normal business hours and on reasonable prior notice to inspect the Equipment. All supplies consumed or required by the Equipment shall meet the manufacturer's specifications and shall be furnished by you at your expense. All maintenance and service charges relative to the Equipment, whether under a maintenance agreement or otherwise, shall be paid by you.

8. Alterations and Modifications. You may, at your expense, make alterations in, add attachments to or upgrade the Equipment (the "Additions"), provided that any Addition shall not (a) interfere with the normal operation of the Equipment, (b) impair the value or utility of the Equipment or affect any warranty relating thereto, or (c) subject the Equipment to any hypothecs, liens, security interests, claims or other encumbrances. All Additions shall become our property if not removed by you prior to the end of the Term of this Agreement. The removal of any Addition shall be at your expense, and shall be done without damaging the Equipment, and after such removal you will ensure that the Equipment is restored to its original condition and utility prior to such Addition (reasonable wear and tear excepted). The manufacturer may incorporate engineering changes or make temporary alterations to the Equipment upon your request. If any Addition interferes with the normal and satisfactory operation or maintenance of the Equipment so as to increase the cost of maintenance or create a safety hazard, you will, at your expense, promptly remove such Addition and restore the Equipment to its original condition and utility prior to such Addition (reasonable wear and tear excepted).

9. Title and Security. We shall retain title to and ownership of the Equipment at all times prior to your exercise of any purchase price with respect thereto specified in this Agreement. We may make such registrations against you or otherwise under applicable personal property security laws or similar legislation as are deemed necessary to evidence and protect our interest in the Equipment. To the extent that this Agreement is determined to be a financing lease or not a true lease under any applicable personal property security laws, then with respect to this Agreement and to secure the payment and performance by you of all your obligations under this Agreement, you hereby grant us a security interest in your right, title and interest, now existing and hereafter arising, in and to, (a) the Equipment, (b) all insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of the Equipment, and (c) all books, records and proceeds relating to the foregoing.

10. No Cancellation. This Agreement may not be cancelled or terminated by us or by you during the Term hereof, except as expressly provided in this Agreement.

11. Entire Agreement. This Agreement shall constitute a separate and complete agreement between you and us with respect to the Equipment.

12. Use and Location. So long as no Customer Default exists, we will not disturb your quiet enjoyment of the Equipment during the Term of this Agreement. You shall operate the Equipment (i) for business purposes, (ii) in a safe and lawful manner, by competent and duly qualified personnel in accordance with applicable manufacturer's manuals and instructions, and (iii) in compliance with all federal, provincial, state and municipal statutes, ordinances, regulations and by-laws which may be applicable to the leasing, use or operation of the Equipment. In addition, you shall prepare and furnish to us all documents, returns or forms legally required to be prepared by you in relation to the Equipment. You shall be solely responsible for, and indemnify us against, any fines or penalties assessed for violations of any statute, ordinance, by-law or regulation of any governmental authority, as a result of the use or operation of the Equipment by you or any third party, and shall keep the Equipment free from any hypothecs, security interests, claims, liens and encumbrances. You agree to operate only the Equipment which has insurance coverage as provided herein and to comply with all conditions of insurance related to the Equipment. You will ensure that at all times the Equipment remains personal and moveable property and shall not become affixed to any real property. The Equipment may not be removed from any location specified in the attached Lease Schedule except upon prior written notice to and consent by us in each instance, and in no event may the Equipment be removed outside any province or jurisdiction in which the Equipment is to be located as specified in the attached Lease Schedule or as otherwise agreed upon by us with you.

13. Damage and Loss. Notwithstanding section 9 hereof, you shall bear all risk of loss of and damage to the Equipment at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder. You shall promptly notify us of any damage to the Equipment and shall ensure that such damage is promptly repaired at your expense. Notwithstanding the foregoing, if the Equipment is damaged beyond practical repair in our judgement, or is destroyed, lost, stolen or otherwise taken from you, legally or otherwise, you shall within 10 days of such event either (a) pay us the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement with respect to the Equipment, together with the Discounted Purchase Price at such time that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, the Discounted Fair Market Value at such time of the Equipment as at the end of the Initial Term), and upon receipt by us of such payment, all of our right, title and interest in and to the Equipment shall be transferred to you on an "as is, where is" basis without representation or warranty of any kind or nature and any liabilities relative to the Equipment which we or you may have shall be released (except such liabilities and obligations as are stated herein to survive after the end of the Term of this Agreement), or (b) provided no Customer Default exists under this Agreement, replace the Equipment with equipment of equal or greater value and utility (as determined by us) by conveying good and marketable title to such replacement equipment to us free

and clear of all liens, hypothecs, security interests, claims and other encumbrances. Upon any such conveyance the replacement equipment (which shall thereafter be included as Equipment for all purposes of this Agreement) shall be subject to this Agreement in all respects as if it were the replaced Equipment.

14. Insurance. You will provide and maintain at your expense, with respect to each unit of Equipment; (a) property insurance against the loss, theft, or destruction of, or damage to, or other risks of loss relative to, the Equipment as are customarily insured by "all risks" policies on similar equipment and by businesses in the industry in which you are engaged for the full replacement value of the Equipment, naming us as a first loss payee, b) public liability and third party property insurance, naming us as an additional insured and c) creditor life and disability coverage where the benefit amounts fully cover your lease obligations for the entire Term of this Agreement, naming us as the beneficiary. You will give us certificates or other evidence of such insurance when requested provided, however, that we shall not be under any duty either to ascertain the existence of or to examine such insurance or to advise you in the event that the insurance coverage does not comply with the requirements hereof. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance written notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we will have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the Term of this Agreement, from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance, and our fees placing and maintaining such insurance (collectively, "Insurance Charge") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal instalments allocated to the remaining Rent payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

15. Assignment. You shall not part with possession or control of all or any part of the Equipment, or sublease, assign, sell or dispose of your interest in the Equipment or in this Agreement. We may assign all or any of our rights in the Equipment or this Agreement without your consent or notice to you.

16. Indemnity. You shall indemnify us against, and save us harmless from, any and all damages, claims, actions, obligations and liabilities caused by or resulting from the installation or removal of the Equipment, the possession, use and operation of the Equipment, or our ownership of the Equipment, at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder and for a period of two years after the end of the Term of this Agreement. Such indemnity shall include our legal fees and costs arising from any of the foregoing and any payment made by us in settlement of any of the foregoing. Notwithstanding any other provision hereof, the indemnity contained in this section shall survive termination or expiration of this Agreement.

17. Default. It shall be a default under this Agreement if (each a "Customer Default") (a) you fail to pay any Rent or other amount when due and payable hereunder or under any other lease or other agreement with us, (b) you fail to observe or perform any other covenant or obligation therein or in any other lease or other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) you make a representation in this Agreement that is materially incorrect, (d) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (e) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (f) the Equipment is seized by any creditor of yours, (g) the primary nature of your business changes subsequent to the Effective Date of this Agreement, (h) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (i) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Effective Date of this Agreement.

18. Rights and Obligations on Default. Upon the occurrence of any Customer Default under this Agreement, we may in our sole discretion, in addition to any other rights and remedies available to us, exercise one or more of the following rights and remedies: (a) perform any obligation that you have failed to perform under this Agreement, in which case an amount equal to all expenses incurred by us in such performance shall be immediately payable by you to us on demand, it being understood that no such performance by us shall cure or be deemed to have cured any Customer Default as a result of such failure to perform by you; (b) require you to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement; (c) enter any place where the Equipment is located and take possession of and remove the Equipment without court order or other process of law, or require you to (in which case you shall promptly), at your expense, return the Equipment to us at our nearest office or to such other place as we direct; and (d) terminate this Agreement (but without releasing any of your obligations then due hereunder and any other liabilities which are stated herein to survive termination). To the extent permitted by law, you waive the benefit of all laws governing the seizure and sale or other disposition of the Equipment upon default. We shall not be responsible for any expense or damage that may be incurred by you as a result of our exercising any of the foregoing rights and remedies unless due to our gross negligence or wilful misconduct. If we take possession of the Equipment, we may store, repair or recondition the Equipment and sell, lease or otherwise dispose of the Equipment for such amounts and on such terms and conditions as we may determine in our sole discretion. Any proceeds of any such sale, lease or other disposition when actually received in cash by us shall be applied first to reimburse us for all expenses, commissions, fees and disbursements incurred by us in connection with such repossession, storage, repair, reconditioning, sale, lease or other disposition, and any balance thereof in excess of the Discounted Purchase Price that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, in excess of the Discounted Fair Market Value of the Equipment as at the end of the Initial Term) will be applied, first, against your obligations under this Agreement, and subsequently, against such of your obligations as are then due and payable under any other lease or any other agreement with us. You shall remain liable for any deficiency remaining under this Agreement and under any other lease or other agreement with us. If we enforce any provision of this Agreement on default, you shall reimburse us on demand for all expenses including legal fees and disbursements on a solicitor and own client basis, incurred by us in connection with such enforcement.

19. Waivers. All waivers given by us hereunder must be in writing, and any such waiver will apply only to the single instance for which it is given, and will not apply for any other instance, whether of the same nature or otherwise. We alone may waive any of your obligations under this Agreement. This Agreement may be amended only by our written agreement with you.

20. Administration Charges. You shall pay interest on any overdue amount under this Agreement at the rate of 18% per annum, calculated monthly. If any direction for payment made by you with respect to any amount payable hereunder to us is not honoured for any reason by the person to whom such direction has been given, you shall pay us a service charge of $100 for each instance. You shall reimburse us on demand for all administrative expenses incurred by us as a result of any amendment to this Agreement that has been requested by you and agreed to by us.

21. Pre-Authorized Payments. You shall pay us all instalments of Rent and other amounts under this Agreement by means of pre-authorized payments.

22. End of Term Options. Not later than three months prior to the last day of the Initial Term of this Agreement, you shall give us irrevocable notice of your intention to:

(a) on or before such last day, return the Equipment to us at our nearest office or as we otherwise direct, in which case you will pay all expenses in connection with such return including de-installation, packing, crating, loading, rigging and transportation; or

(b) on such last day, purchase the Equipment from us (on an "as is, where is" basis and without representation or warranty of any kind or nature) for a price equal to its then Fair Market Value.

If you give us the notice required above and fail to comply therewith, the Term of this Agreement shall be extended for an additional period equal to the greater of three months or the period between each required payment of Rent during the Term. In addition to any extension as contemplated by the preceding sentence, if you fail to give us the notice required above (whether prior to the end of the Initial Term of this Agreement or any extension thereof), the Term of this Agreement shall be extended for an additional period equal to the period between each required payment of Rent during the Term. In each case the Rent payable during such extension shall be, for greater certainty, the Rent in effect on the last day prior to such extension, unless we agreed in writing with you that other Rent be applicable in such circumstance.

23. Remarketing. If you elect to return the Equipment as specified in section 22, we may dispose of the Equipment in a commercially reasonable manner given the state of repair of the Equipment. For the purpose hereof, Net Proceeds means net proceeds of disposition received by us after deducting all reasonable expenses of disposition including, without limitation, storage, audit, testing, cleaning, repair, commission, insurance and advertising. If the Net Proceeds with respect to the Equipment are less than the Fair Market Value of the Equipment, you will promptly pay us as a final adjustment of Rent with respect to the Equipment an amount equal to such deficiency, plus applicable sales taxes, without abatement, set-off, counterclaim or other deduction. We will determine the final adjustment with respect to any unit of Equipment when the Equipment is disposed of and shall render a statement to you. If we have been unable to sell any unit of Equipment within 30 days after the end of the Initial Term, then the Net Proceeds will be deemed to be $1 and you will pay us not later than 35 days after the end of the Initial Term the deficiency between the deemed Net Proceeds of $1 and the Fair Market Value of the Equipment.

24. Credit Investigation and Financial Statements. You consent to any credit investigation carried out by us. At our request you will deliver to us any financial or other information related to you as reasonably requested by us to further our credit investigation. In addition and if requested by us, you will deliver within 120 days of your fiscal year end, a copy of your financial statements for such fiscal year or, if audited, your audited financial statements together with the opinion of the auditor.

25. Clerical Errors; Serial Numbers. You authorize us to correct any clerical errors in this Agreement and to include in this Agreement the serial numbers of the Equipment that is subject thereto. We shall promptly advise you of any such correction and serial numbers.

26. Representation and Warranty. You represent and warrant that this Agreement has been duly authorized, executed and delivered by you, and constitutes a legal, valid and binding agreement of yours enforceable against you in accordance with its terms. You further represent and warrant that any and all financial and other information provided to us is accurate and complete.

27. Notice. Any notice under this Agreement shall be in writing and shall be given by pre-paid registered mail, by facsimile, or by delivery to the person to whom it is addressed. A notice so given shall be deemed to have been received on the fifth day following posting in Canada, or if given by facsimile or delivered, on the day of

transmission or delivery if such day is a business day in Toronto or, if not, on the next following business day in Toronto.

28. General. This Agreement will be interpreted with all changes to number and gender as the context requires. If you sign this Agreement with another person, each of you will be jointly and severally liable as lessee hereunder. Time is of the essence of this Agreement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. In the event of any inconsistency between the terms of the attached Lease Schedule and the terms of this Agreement, the terms of the attached Lease Schedule shall prevail. If any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement to the extent of such illegality or unenforceability and the remaining provisions of this Agreement shall remain in full force and effect.

29. Language. The parties hereto expressly request and require that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette Convention et tous les documents qui s'y rattachent soient rédigés en Anglais.

30. Further Assurances. You acknowledge that we may require additional security depending on the results of our credit investigation and your organizational structure. If we require such additional security, we shall inform you of the form and nature of the additional security and required documentation and it shall be a condition to our entering into this Agreement with you that such additional security is obtained and the necessary documentation executed by you.

32. Counterparts. This Agreement may be executed and in any number of counterparts and on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

33. Law. This Agreement shall be governed in accordance with the laws of the Province of Ontario, and you attorn to the jurisdiction of the courts of such Province.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the 8th day of July, 2021.

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL

BY: Lindsay MacMillan

Lindsay MacMillan, Manager Administration
July 13, 2021

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

Name: Joseph Chetti
Title: President

BY: X

Joseph Chetti
Individually

BY: X Darlene Atherley

Name: Darlene Atherley

Witness

TURF CARE FINANCIAL

DELIVERY AND ACCEPTANCE CERTIFICATE

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905)836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	4

By signing this Delivery and Acceptance Certificate, You acknowledge having read Your supplier's agreement and understand it.
You also agree all of the items:

1) have been delivered and / or installed;
2) are in good operating order and condition;
3) are in all respects satisfactory; and
4) have been accepted.

EQUIPMENT DESCRIPTION
MANUFACTURER / DESCRIPTION / SERIAL NUMBERS

1 Toro Multipro 5800G
s/n
315000287

INSURANCE INFORMATION

You certify that the Equipment is insured for its full replacement cost as outlined in the agreement, under the policy detailed below:

AGENT/BROKER: Frank Patafio

PHONE NO.: 905-731-2043 FAX NO.:

INSURANCE CO.: FSB Group / Intact Insurance

POLICY NO.: 5 01517357 6748

DELIVERY DATE: August 2021

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

NAME: Joseph Chelli

TITLE: President

BY: X

NAME: Joseph Chelli
Individually

BY: X

NAME: Darlene Atherley
Witness

RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
Woodington Management Inc. o/a Woodington Lake Golf Club

I, X Joseph Chetti, hereby certify under the corporate seal of Woodington Management Inc. o/a Woodington Lake Golf Club (the "Company") that:

(a) I am the duly appointed secretary of the Company,

(b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("Turf Care") from time to time;

(c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and Turf Care.

(d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

NAME	OFFICE HELD	SIGNATURE
Joseph Chetti	President	X

DATED at , Ontario the 8TH day of July, 2021.

X
Secretary

TAB D

This is Exhibit "D" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

TURF CARE FINANCIAL

LEASE AGREEMENT

CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905) 836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	5

LESSEE	CO-LESSEE
Woodington Management Inc. o/a Woodington Lake Golf Club	Joseph Chetti
7110 4th Line	156 Capner Court
Tottenham, Ontario L0G1W0	Kleinburg, Ontario L0J1C0
PHONE 905.936.4343 FAX	
CONTACT Joseph Chetti	

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
2	Turf Care		Toro Greensmaster 3150 s/n 410079567,410079568	$95,000.00
			EQUIPMENT COST	$95,000.00

PAYMENT DETAILS

COMMENCEMENT DATE		Jul-01-2021				TERM	64 Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
1	Jul-01-2021	Jul-01-2021	$0.00	$0.00	$0.00	$0.00	$0.00
3	Aug-01-2021	Oct-01-2021	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2021	Apr-01-2022	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2022	Oct-01-2022	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2022	Apr-01-2023	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2023	Oct-01-2023	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2023	Apr-01-2024	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2024	Oct-01-2024	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2024	Apr-01-2025	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2025	Oct-01-2025	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2025	Apr-01-2026	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2026	Oct-01-2026	$3,090.00	$0.00	$0.00	$401.70	$3,491.70

FAIR MARKET VALUE PURCHASE PRICE		After payment # 64 due	Oct-31-2026
for a deemed Fair Market Value of	$ 11,000.00	or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment #	64
SECURITY DEPOSIT:	$0.00		

RENEWAL OPTION TERMS

COMMENCEMENT DATE		Nov-01-2026				TERM	10 Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
6	Nov-01-2026	Apr-01-2027	$0.00	$0.00	$0.00	$0.00	$0.00
3	May-01-2027	Jul-01-2027	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
1	Aug-01-2027	Aug-01-2027	$2,574.00	$0.00	$0.00	$334.62	$2,908.62

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial

PLEASE ATTACH A SAMPLE VOID CHEQUE

The undersigned acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial which shall be evidenced by the acceptance and execution below by Turf Care Financial.

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement.

ACCEPTED BY:

Care Lending Group Inc. o/a Turf Care Financial

BY: Lindsay MacMillan
NAME: Lindsay MacMillan
TITLE: Manager, Administration
DATE: July 13, 2021

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X
NAME: Joseph Chetti
TITLE: President
DATE: July 8/21

BY: X
NAME: Joseph Chetti
Individually

BY: X Darlene Atherley
NAME: Darlene Atherley
Witness

DEAL 1433

TURF CARE FINANCIAL

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") IS MADE BETWEEN **CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL,** a company with its address at 200 Pony Drive Newmarket, Ontario L3Y 7B6 (referred to as "we", "our", "ours" and "us" in this Agreement) and **Woodington Management Inc. o/a Woodington Lake Golf Club, A Corporation** with its address at **7110 4th Line Tottenham, Ontario L0G 1W0** and **Joseph Chetti, An Individual with a principal residence at 156 Capner Ct. Kleinburg, Ontario L0J 1C0** (referred to as "you", "your" and "yours" in this Agreement).
For valuable consideration, the receipt of which is hereby acknowledged by you and by us, we hereby agree with you as follows:

1. Agreement to Lease. We agree to lease you the Equipment (this term and certain other capitalized terms have the meanings specified in section 2 hereof or as defined elsewhere in this Agreement) and you agree to lease the Equipment from us on the terms and conditions specified in this Agreement. You agree with us that the terms and conditions of this Agreement shall be binding upon the parties upon the execution of this Agreement by them and shall remain in force until the last day of the Term of this Agreement (except with respect to such liabilities and obligations as are stated herein to survive after the end of the Term).

2. Certain Definitions: "**Agreement**" means, collectively, this agreement, the attached Lease Schedule, the Delivery and Acceptance Certificate and any other related agreements or documents referred to separately herein or therein. "**Delivery and Acceptance Certificate**" means, with respect to the Equipment, a certificate in the form prescribed by us (or in such other form as may be acceptable to us) to evidence the delivery to and acceptance by you of the Equipment. "**Discounted Fair Market Value**" means, with respect to the Equipment, the present value of the Fair Market Value of the Equipment at a specified date, discounted to the date of calculation at the Discount Rate. "**Discounted Purchase Price**" means, with respect to the Equipment, the present value of the purchase price for the Equipment at a specified date, discounted from the day on which such purchase price may be exercised to the date of calculation at the Discount Rate. "**Discount Rate**" means the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the Term remaining in this Agreement. "**Discounted Rents**" means, with respect to the Equipment, the present value of all instalments of Rent during the Term of this Agreement that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which such instalments would otherwise be payable to the date of calculation at the Discount Rate. "**Effective Date**" means the date on which the Equipment is delivered to and accepted by you as indicated in the Delivery and Acceptance Certificate. "**Equipment**" means the personal property described in the attached Lease Schedule, together with all accessions and attachments thereto from time to time. "**Fair Market Value**" means, with respect to the Equipment as at a particular date, the fair market value of the Equipment on such date specified in this Agreement or, if not so specified, the price for the Equipment that we determine would be paid on such date in an open and unrestricted market by a willing purchaser to a willing vendor each of whom is acting at arm's length and is under no compulsion to act. "**Initial Term**" means, with respect to this Agreement, the period referred to in section 3 hereof. "**Rent**" means the amounts payable by you as rent or lease payments hereunder as specified in the attached Lease Schedule or section 4 and such other amounts payable by you hereunder and thereunder, including amounts specified in sections 16 and 23 hereof. "**Term**" means the Initial Term and any renewal or extension thereof from time to time in effect whether pursuant to section 22 hereof or as otherwise agreed upon by you and us.

3. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue, from the Effective Date, or if the Effective Date is not the first day of a calendar month then from the first day of the next calendar month after the Effective Date, for the number of months specified in the attached Lease Schedule.

4. Rent. You shall pay us Rent in the amounts and at the times specified in the attached Lease Schedule and in section 22 hereof, as applicable. If the Effective Date is not the first day of a calendar month, Rent shall commence and be payable on the first day of the next calendar month. Any security deposit made by you with us under this Agreement may be applied by us in payment of any Rent or other amount under this Agreement that is not paid by you when due and payable, and if not so applied shall be applied against your liability to pay the final instalment of Rent hereunder. Your obligation to pay Rent and perform all your other obligations hereunder shall be unconditional in all circumstances, and for greater certainty shall not be reduced or terminated if the Equipment does not operate as expected or as specified. All Rent and other amounts payable by you under this Agreement shall be paid when due without set-off, counterclaim, abatement or other reduction.

5. Taxes. You shall pay when due, and shall indemnify us against, any liability in respect of all taxes and other governmental charges (except income taxes payable by us on our net taxable income) applicable from time to time to the Rent and other amounts payable by you under this Agreement.

6. Equipment Selection and Warranties. You acknowledge that you selected the Equipment and the manufacturer and supplier thereof, and the Equipment purchased by us was made at your specific request. We do not make, shall not be deemed to have made and hereby disclaim any representations or warranties as to the operating or other condition, quality, fitness for any purpose, merchantability or marketability of the Equipment, whether arising by statute, common law, equity or otherwise. We assign to you during the Term of this Agreement all assignable warranty rights provided to us by the manufacturer or supplier of the Equipment.

7. Maintenance and Inspection of Equipment. You shall keep the Equipment in good repair and operating condition, and maintain the Equipment and all accessories and attachments thereto in safe and good mechanical condition and running order at all times and to furnish all supplies, accessories, and other essentials required for the use or operation of the Equipment. You shall install and maintain the Equipment so as to not void and to keep in full force and effect all manufacturers' warranties relating thereto, and, if required for such purpose, you will enter into, and maintain in full force and effect at all times during the Term of this Agreement, a maintenance agreement with the manufacturer or other reliable supplier of maintenance services acceptable to us with respect to the Equipment. At our request, you will furnish us with evidence of each such maintenance agreement. You agree to permit us and our representatives during normal business hours and on reasonable prior notice to inspect the Equipment. All supplies consumed or required by the Equipment shall meet the manufacturer's specifications and shall be furnished by you at your expense. All maintenance and service charges relative to the Equipment, whether under a maintenance agreement or otherwise, shall be paid by you.

8. Alterations and Modifications. You may, at your expense, make alterations in, add attachments to or upgrade the Equipment (the "**Additions**"), provided that any Addition shall not (a) interfere with the normal operation of the Equipment, (b) impair the value or utility of the Equipment or affect any warranty relating thereto, or (c) subject the Equipment to any hypothecs, liens, security interests, claims or other encumbrances. All Additions shall become our property if not removed by you prior to the end of the Term of this Agreement. The removal of any Addition shall be at your expense, and shall be done without damaging the Equipment, and after such removal you will ensure that the Equipment is restored to its original condition and utility prior to such Addition (reasonable wear and tear excepted). The manufacturer may incorporate engineering changes or make temporary alterations to the Equipment upon your request. If any Addition interferes with the normal and satisfactory operation or maintenance of the Equipment so as to increase the cost of maintenance or create a safety hazard, you will, at your expense, promptly remove such Addition and restore the Equipment to its original condition and utility prior to such Addition (reasonable wear and tear excepted).

9. Title and Security. We shall retain title to and ownership of the Equipment at all times prior to your exercise of any purchase price with respect thereto specified in this Agreement. We may make such registrations against you or otherwise under applicable personal property security laws or similar legislation as are deemed necessary to evidence and protect our interest in the Equipment. To the extent that this Agreement is determined to be a financing lease or not a true lease under any applicable personal property security laws, then with respect to this Agreement and to secure the payment and performance by you of all your obligations under this Agreement, you hereby grant us a security interest in your right, title and interest, now existing and hereafter arising, in and to, (a) the Equipment, (b) all insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of the Equipment, and (c) all books, records and proceeds relating to the foregoing.

10. No Cancellation. This Agreement may not be cancelled or terminated by us or by you during the Term hereof, except as expressly provided in this Agreement.

11. Entire Agreement. This Agreement shall constitute a separate and complete agreement between you and us with respect to the Equipment.

12. Use and Location. So long as no Customer Default exists, we will not disturb your quiet enjoyment of the Equipment during the Term of this Agreement. You shall operate the Equipment (i) for business purposes, (ii) in a safe and lawful manner, by competent and duly qualified personnel in accordance with applicable manufacturer's manuals and instructions, and (iii) in compliance with all federal, provincial, state and municipal statutes, ordinances, regulations and by-laws which may be applicable to the leasing, use or operation of the Equipment. In addition, you shall prepare and furnish to us all documents, returns or forms legally required to be prepared by you in relation to the Equipment. You shall be solely responsible for, and indemnify us against, any fines or penalties assessed for violations of any statute, ordinance, by-law or regulation of any governmental authority, as a result of the use or operation of the Equipment by you or any third party, and shall keep the Equipment free from any hypothecs, security interests, claims, liens and encumbrances. You agree to operate only the Equipment which has insurance coverage as provided herein and to comply with all conditions of insurance related to the Equipment. You will ensure that at all times the Equipment remains personal and moveable property and shall not become affixed to any real property. The Equipment may not be removed from any location specified in the attached Lease Schedule except upon prior written notice to and consent by us in each instance, and in no event may the Equipment be removed outside any province or jurisdiction in which the Equipment is to be located as specified in the attached Lease Schedule or as otherwise agreed upon by us with you.

13. Damage and Loss. Notwithstanding section 9 hereof, you shall bear all risk of loss of and damage to the Equipment at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder. You shall promptly notify us of any damage to the Equipment and shall ensure that such damage is promptly repaired at your expense. Notwithstanding the foregoing, if the Equipment is damaged beyond practical repair in our judgement, or is destroyed, lost, stolen or otherwise taken from you, legally or otherwise, you shall within 10 days of such event either (a) pay us the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement with respect to the Equipment, together with the Discounted Purchase Price at such time that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, the Discounted Fair Market Value at such time of the Equipment as at the end of the Initial Term), and upon receipt by us of such payment, all of our right, title and interest in and to the Equipment shall be transferred to you on an "as is, where is" basis without representation or warranty of any kind or nature and any liabilities relative to the Equipment which we or you may have shall be released (except such liabilities and obligations as are stated herein to survive after the end of the Term of this Agreement), or (b) provided no Customer Default exists under this Agreement, replace the Equipment with equipment of equal or greater value and utility (as determined by us) by conveying good and marketable title to such replacement equipment to us free

and clear of all liens, hypothecs, security interests, claims and other encumbrances. Upon any such conveyance the replacement equipment (which shall thereafter be included as Equipment for all purposes of this Agreement) shall be subject to this Agreement in all respects as if it were the replaced Equipment.

14. Insurance. You will provide and maintain at your expense, with respect to each unit of Equipment; (a) property insurance against the loss, theft, or destruction of, or damage to, or other risks of loss relative to, the Equipment as are customarily insured by "all risks" policies on similar equipment and by businesses in the industry in which you are engaged for the full replacement value of the Equipment, naming us as a first loss payee, b) public liability and third party property insurance, naming us as an additional insured and c) creditor life and disability coverage where the benefit amounts fully cover your lease obligations for the entire Term of this Agreement, naming us as the beneficiary. You will give us certificates or other evidence of such insurance when requested provided, however, that we shall not be under any duty either to ascertain the existence of or to examine such insurance or to advise you in the event that the insurance coverage does not comply with the requirements hereof. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance written notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we will have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the Term of this Agreement, from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance, and our fees placing and maintaining such insurance (collectively, "**Insurance Charge**") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal instalments allocated to the remaining Rent payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

15. Assignment. You shall not part with possession or control of all or any part of the Equipment, or sublease, assign, sell or dispose of your interest in the Equipment or in this Agreement. We may assign all or any of our rights in the Equipment or this Agreement without your consent or notice to you.

16. Indemnity. You shall indemnify us against, and save us harmless from, any and all damages, claims, actions, obligations and liabilities caused by or resulting from the installation or removal of the Equipment, the possession, use and operation of the Equipment, or our ownership of the Equipment, at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder and for a period of two years after the end of the Term of this Agreement. Such indemnity shall include our legal fees and costs arising from any of the foregoing and any payment made by us in settlement of any of the foregoing. Notwithstanding any other provision hereof, the indemnity contained in this section shall survive termination or expiration of this Agreement.

17. Default. It shall be a default under this Agreement if (each a "**Customer Default**") (a) you fail to pay any Rent or other amount when due and payable hereunder or under any other lease or other agreement with us, (b) you fail to observe or perform any other covenant or obligation therein or in any other lease or other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) you make a representation in this Agreement that is materially incorrect, (d) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (e) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (f) the Equipment is seized by any creditor of yours, (g) the primary nature of your business changes subsequent to the Effective Date of this Agreement, (h) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (i) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Effective Date of this Agreement.

18. Rights and Obligations on Default. Upon the occurrence of any Customer Default under this Agreement, we may in our sole discretion, in addition to any other rights and remedies available to us, exercise one or more of the following rights and remedies: (a) perform any obligation that you have failed to perform under this Agreement, in which case an amount equal to all expenses incurred by us in such performance shall be immediately payable by you to us on demand, it being understood that no such performance by us shall cure or be deemed to have cured any Customer Default as a result of such failure to perform by you; (b) require you to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement; (c) enter any place where the Equipment is located and take possession of and remove the Equipment without court order or other process of law, or require you to (in which case you shall promptly), at your expense, return the Equipment to us at our nearest office or to such other place as we direct; and (d) terminate this Agreement (but without releasing any of your obligations then due hereunder and any other liabilities which are stated herein to survive termination). To the extent permitted by law, you waive the benefit of all laws governing the seizure and sale or other disposition of the Equipment upon default. We shall not be responsible for any expense or damage that may be incurred by you as a result of our exercising any of the foregoing rights and remedies unless due to our gross negligence or wilful misconduct. If we take possession of the Equipment, we may store, repair or recondition the Equipment and sell, lease or otherwise dispose of the Equipment for such amounts and on such terms and conditions as we may determine in our sole discretion. Any proceeds of any such sale, lease or other disposition when actually received in cash by us shall be applied first to reimburse us for all expenses, commissions, fees and disbursements incurred by us in connection with such repossession, storage, repair, reconditioning, sale, lease or other disposition, and any balance thereof in excess of the Discounted Purchase Price that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, in excess of the Discounted Fair Market Value of the Equipment as at the end of the Initial Term) will be applied, first, against your obligations under this Agreement, and subsequently, against such of your obligations as are then due and payable under any other lease or any other agreement with us. You shall remain liable for any deficiency remaining under this Agreement and under any other lease or other agreement with us. If we enforce any provision of this Agreement on default, you shall reimburse us on demand for all expenses including legal fees and disbursements on a solicitor and own client basis, incurred by us in connection with such enforcement.

19. Waivers. All waivers given by us hereunder must be in writing, and any such waiver will apply only to the single instance for which it is given, and will not apply for any other instance, whether of the same nature or otherwise. We alone may waive any of your obligations under this Agreement. This Agreement may be amended only by our written agreement with you.

20. Administration Charges. You shall pay interest on any overdue amount under this Agreement at the rate of 18% per annum, calculated monthly. If any direction for payment made by you with respect to any amount payable hereunder to us is not honoured for any reason by the person to whom such direction has been given, you shall pay us a service charge of $100 for each instance. You shall reimburse us on demand for all administrative expenses incurred by us as a result of any amendment to this Agreement that has been requested by you and agreed to by us.

21. Pre-Authorized Payments. You shall pay us all instalments of Rent and other amounts under this Agreement by means of pre-authorized payments.

22. End of Term Options. Not later than three months prior to the last day of the Initial Term of this Agreement, you shall give us irrevocable notice of your intention to:

(a) on or before such last day, return the Equipment to us at our nearest office or as we otherwise direct, in which case you will pay all expenses in connection with such return including de-installation, packing, crating, loading, rigging and transportation; or

(b) on such last day, purchase the Equipment from us (on an "as is, where is" basis and without representation or warranty of any kind or nature) for a price equal to its then Fair Market Value.

If you give us the notice required above and fail to comply therewith, the Term of this Agreement shall be extended for an additional period equal to the greater of three months or the period between each required payment of Rent during the Term. In addition to any extension as contemplated by the preceding sentence, if you fail to give us the notice required above (whether prior to the end of the Initial Term of this Agreement or any extension thereof), the Term of this Agreement shall be extended for an additional period equal to the period between each required payment of Rent during the Term. In each case the Rent payable during such extension shall be, for greater certainty, the Rent in effect on the last day prior to such extension, unless we agreed in writing with you that other Rent be applicable in such circumstance.

23. Remarketing. If you elect to return the Equipment as specified in section 22, we may dispose of the Equipment in a commercially reasonable manner given the state of repair of the Equipment. For the purpose hereof, Net Proceeds means net proceeds of disposition received by us after deducting all reasonable expenses of disposition including, without limitation, storage, audit, testing, cleaning, repair, commission, insurance and advertising. If the Net Proceeds with respect to the Equipment are less than the Fair Market Value of the Equipment, you will promptly pay us as a final adjustment of Rent with respect to the Equipment an amount equal to such deficiency, plus applicable sales taxes, without abatement, set-off, counterclaim or other deduction. We will determine the final adjustment with respect to any unit of Equipment when the Equipment is disposed of and shall render a statement to you. If we have been unable to sell any unit of Equipment within 30 days after the end of the Initial Term, then the Net Proceeds will be deemed to be $1 and you will pay us not later than 35 days after the end of the Initial Term the deficiency between the deemed Net Proceeds of $1 and the Fair Market Value of the Equipment.

24. Credit Investigation and Financial Statements. You consent to any credit investigation carried out by us. At our request you will deliver to us any financial or other information related to you as reasonably requested by us to further our credit investigation. In addition and if requested by us, you will deliver within 120 days of your fiscal year end, a copy of your financial statements for such fiscal year or, if audited, your audited financial statements together with the opinion of the auditor.

25. Clerical Errors; Serial Numbers. You authorize us to correct any clerical errors in this Agreement and to include in this Agreement the serial numbers of the Equipment that is subject thereto. We shall promptly advise you of any such correction and serial numbers.

26. Representation and Warranty. You represent and warrant that this Agreement has been duly authorized, executed and delivered by you, and constitutes a legal, valid and binding agreement of yours enforceable against you in accordance with its terms. You further represent and warrant that any and all financial and other information provided to us is accurate and complete.

27. Notice. Any notice under this Agreement shall be in writing and shall be given by pre-paid registered mail, by facsimile, or by delivery to the person to whom it is addressed. A notice so given shall be deemed to have been received on the fifth day following posting in Canada, or if given by facsimile or delivered, on the day of

transmission or delivery if such day is a business day in Toronto or, if not, on the next following business day in Toronto.

28. General. This Agreement will be interpreted with all changes to number and gender as the context requires. If you sign this Agreement with another person, each of you will be jointly and severally liable as lessee hereunder. Time is of the essence of this Agreement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. In the event of any inconsistency between the terms of the attached Lease Schedule and the terms of this Agreement, the terms of the attached Lease Schedule shall prevail. If any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement to the extent of such illegality or unenforceability and the remaining provisions of this Agreement shall remain in full force and effect.

29. Language. The parties hereto expressly request and require that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette Convention et tous les documents qui s'y rattachent soient rédigés en Anglais.

30. Further Assurances. You acknowledge that we may require additional security depending on the results of our credit investigation and your organizational structure. If we require such additional security, we shall inform you of the form and nature of the additional security and required documentation and it shall be a condition to our entering into this Agreement with you that such additional security is obtained and the necessary documentation executed by you.

32. Counterparts. This Agreement may be executed and in any number of counterparts and on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

33. Law. This Agreement shall be governed in accordance with the laws of the Province of Ontario, and you attorn to the jurisdiction of the courts of such Province.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the 8th day of July, 2021.

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL

BY: Lindsay MacMillan

Lindsay MacMillan, Manager Administration
July 13, 2021

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

Name: Joseph Chetti
Title: President

BY: X

Joseph Chetti
Individually

BY: X Darlene Atherley
Name: Darlene Atherley
Witness

TURF CARE FINANCIAL

DELIVERY AND ACCEPTANCE CERTIFICATE

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905)836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	5

By signing this Delivery and Acceptance Certificate, You acknowledge having read Your supplier's agreement and understand it.
You also agree all of the items:

1) have been delivered and / or installed;
2) are in good operating order and condition;
3) are in all respects satisfactory; and
4) have been accepted.

EQUIPMENT DESCRIPTION
MANUFACTURER / DESCRIPTION / SERIAL NUMBERS

2 Toro Greensmaster 3150
s/n 410079567,410079568

INSURANCE INFORMATION

You certify that the Equipment is insured for its full replacement cost as outlined in the agreement, under the policy detailed below:

AGENT/BROKER: Frank Patafio

PHONE NO.: 905-731-5177 FAX NO.:

INSURANCE CO.: FSB Commercial / Intact Insurance

POLICY NO.: 5 01517357 6748

DELIVERY DATE:

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

NAME: Joseph Chetti

TITLE: President

BY: X

NAME: Joseph Chetti
Individually

BY: X Darlene Atherley

NAME: D. Atherley
Witness

RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
Woodington Management Inc. o/a Woodington Lake Golf Club

I, X Joseph Chetti, hereby certify under the corporate seal of Woodington Management Inc. o/a Woodington Lake Golf Club (the "Company") that:

(a) I am the duly appointed secretary of the Company,

(b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("Turf Care") from time to time;

(c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and Turf Care.

(d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

NAME	OFFICE HELD	SIGNATURE
Joseph Chetti	President	X

DATED at , Ontario the 8TH day of July, 2021.

X

Secretary

TAB E

This is Exhibit "E" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

TURF CARE FINANCIAL

LEASE AGREEMENT

CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905) 836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	6

LESSEE	CO-LESSEE
Woodington Management Inc. o/a Woodington Lake Golf Club	Joseph Chetti
7110 4th Line	156 Capner Court
Tottenham, Ontario L0G1W0	Kleinburg, Ontario L0J1C0
PHONE 905.936.4343 FAX	
CONTACT Joseph Chetti	

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
1	Turf Care		Toro Reelmaster 3555 s/n409157392	$106,500.00
1	Turf Care		Anglemaster 4100 s/n25884	
			EQUIPMENT COST	$106,500.00

PAYMENT DETAILS

COMMENCEMENT DATE: Feb-01-2022 — TERM: 57 Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
3	Feb-01-2022	Apr-01-2022	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2022	Oct-01-2022	$3,580.00	$0.00	$0.00	$465.40	$4,045.40
6	Nov-01-2022	Apr-01-2023	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2023	Oct-01-2023	$3,580.00	$0.00	$0.00	$465.40	$4,045.40
6	Nov-01-2023	Apr-01-2024	$0.00	$0.00	$0.00	$0.0C	$0.00
6	May-01-2024	Oct-01-2024	$3,580.00	$0.00	$0.00	$465.40	$4,045.40
6	Nov-01-2024	Apr-01-2025	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2025	Oct-01-2025	$3,580.00	$0.00	$0.00	$465.40	$4,045.40
6	Nov-01-2025	Apr-01-2026	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2026	Oct-01-2026	$3,580.00	$0.00	$0.00	$465.40	$4,045.40

FAIR MARKET VALUE PURCHASE PRICE — After payment # 57 due Oct-31-2026
for a deemed Fair Market Value of $ 21,300.00 or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment # 57
SECURITY DEPOSIT: $0.00

RENEWAL OPTION TERMS

COMMENCEMENT DATE: Nov-01-2026 — TERM: 12 Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
6	Nov-01-2026	Apr-01-2027	$0.00	$0.00	$0.00	$0.00	$0.00
5	May-01-2027	Sep-01-2027	$3,580.00	$0.00	$0.00	$465.40	$4,045.40
1	Oct-01-2027	Oct-01-2027	$5,320.00	$0.00	$0.00	$691.60	$6,011.60

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial — **PLEASE ATTACH A SAMPLE VOID CHEQUE**

The undersigned acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial which shall be evidenced by the acceptance and execution below by Turf Care Financial.

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement.

ACCEPTED BY:

Care Lending Group Inc. o/a Turf Care Financial
BY: Lindsay MacMillan
NAME: Lindsay MacMillan
TITLE: Manager, Administration
DATE: Aug 31/22

Woodington Management Inc. o/a Woodington Lake Golf Club
BY: x
NAME: Joseph Chetti
TITLE: President
DATE: Jan. 15/22

BY:
NAME: Joseph Chetti
Individually

BY: x
NAME: Darlene Atherley
Witness

DEAL 2330

TURF CARE FINANCIAL

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") IS MADE BETWEEN **CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL,** a company with its address at 200 Pony Drive Newmarket, Ontario L3Y 7B6 (referred to as "we", "our", "ours" and "us" in this Agreement) and **Woodington Management Inc. o/a Woodington Lake Golf Club, A Corporation** with its address at **7110 4th Line Tottenham, Ontario L0G 1W0 and Joseph Chetti, An Individual with a principal residence at 156 Capner Ct. Kleinburg, Ontario L0J 1C0** (referred to as "you", "your" and "yours" in this Agreement).

For valuable consideration, the receipt of which is hereby acknowledged by you and by us, we hereby agree with you as follows:

1. Agreement to Lease. We agree to lease you the Equipment (this term and certain other capitalized terms have the meanings specified in section 2 hereof or as defined elsewhere in this Agreement) and you agree to lease the Equipment from us on the terms and conditions specified in this Agreement. You agree with us that the terms and conditions of this Agreement shall be binding upon the parties upon the execution of this Agreement by them and shall remain in force until the last day of the Term of this Agreement (except with respect to such liabilities and obligations as are stated herein to survive after the end of the Term).

2. Certain Definitions: "**Agreement**" means, collectively, this agreement, the attached Lease Schedule, the Delivery and Acceptance Certificate and any other related agreements or documents referred to separately herein or therein. "**Delivery and Acceptance Certificate**" means, with respect to the Equipment, a certificate in the form prescribed by us (or in such other form as may be acceptable to us) to evidence the delivery to and acceptance by you of the Equipment. "**Discounted Fair Market Value**" means, with respect to the Equipment, the present value of the Fair Market Value of the Equipment at a specified date, discounted to the date of calculation at the Discount Rate. "**Discounted Purchase Price**" means, with respect to the Equipment, the present value of the purchase price for the Equipment at a specified date, discounted from the day on which such purchase price may be exercised to the date of calculation at the Discount Rate. "**Discount Rate**" means the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the Term remaining in this Agreement. "**Discounted Rents**" means, with respect to the Equipment, the present value of all instalments of Rent during the Term of this Agreement that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which such instalments would otherwise be payable to the date of calculation at the Discount Rate. "**Effective Date**" means the date on which the Equipment is delivered to and accepted by you as indicated in the Delivery and Acceptance Certificate. "**Equipment**" means the personal property described in the attached Lease Schedule, together with all accessions and attachments thereto from time to time. "**Fair Market Value**" means, with respect to the Equipment as at a particular date, the fair market value of the Equipment on such date specified in this Agreement or, if not so specified, the price for the Equipment that we determine would be paid on such date in an open and unrestricted market by a willing purchaser to a willing vendor each of whom is acting at arm's length and is under no compulsion to act. "**Initial Term**" means, with respect to this Agreement, the period referred to in section 3 hereof. "**Rent**" means the amounts payable by you as rent or lease payments hereunder as specified in the attached Lease Schedule or section 4 and such other amounts payable by you hereunder and thereunder, including amounts specified in sections 16 and 23 hereof. "**Term**" means the Initial Term and any renewal or extension thereof from time to time in effect whether pursuant to section 22 hereof or as otherwise agreed upon by you and us.

3. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue, from the Effective Date, or if the Effective Date is not the first day of a calendar month then from the first day of the next calendar month after the Effective Date, for the number of months specified in the attached Lease Schedule.

4. Rent. You shall pay us Rent in the amounts and at the times specified in the attached Lease Schedule and in section 22 hereof, as applicable. If the Effective Date is not the first day of a calendar month, Rent shall commence and be payable on the first day of the next calendar month. Any security deposit made by you with us under this Agreement may be applied by us in payment of any Rent or other amount under this Agreement that is not paid by you when due and payable, and if not so applied shall be applied against your liability to pay the final instalment of Rent hereunder. Your obligation to pay Rent and perform all your other obligations hereunder shall be unconditional in all circumstances, and for greater certainty shall not be reduced or terminated if the Equipment does not operate as expected or as specified. All Rent and other amounts payable by you under this Agreement shall be paid when due without set-off, counterclaim, abatement or other reduction.

5. Taxes. You shall pay when due, and shall indemnify us against, any liability in respect of all taxes and other governmental charges (except income taxes payable by us on our net taxable income) applicable from time to time to the Rent and other amounts payable by you under this Agreement.

6. Equipment Selection and Warranties. You acknowledge that you selected the Equipment and the manufacturer and supplier thereof, and the Equipment purchased by us was made at your specific request. We do not make, shall not be deemed to have made and hereby disclaim any representations or warranties as to the operating or other condition, quality, fitness for any purpose, merchantability or marketability of the Equipment, whether arising by statute, common law, equity or otherwise. We assign to you during the Term of this Agreement all assignable warranty rights provided to us by the manufacturer or supplier of the Equipment.

7. Maintenance and Inspection of Equipment. You shall keep the Equipment in good repair and operating condition, and maintain the Equipment and all accessories and attachments thereto in safe and good mechanical condition and running order at all times and to furnish all supplies, accessories, and other essentials required for the use or operation of the Equipment. You shall install and maintain the Equipment so as to not void and to keep in full force and effect all manufacturers' warranties relating thereto, and, if required for such purpose, you will enter into, and maintain in full force and effect at all times during the Term of this Agreement, a maintenance agreement with the manufacturer or other reliable supplier of maintenance services acceptable to us with respect to the Equipment. At our request, you will furnish us with evidence of each such maintenance agreement. You agree to permit us and our representatives during normal business hours and on reasonable prior notice to inspect the Equipment. All supplies consumed or required by the Equipment shall meet the manufacturer's specifications and shall be furnished by you at your expense. All maintenance and service charges relative to the Equipment, whether under a maintenance agreement or otherwise, shall be paid by you.

8. Alterations and Modifications. You may, at your expense, make alterations in, add attachments to or upgrade the Equipment (the "**Additions**"), provided that any Addition shall not (a) interfere with the normal operation of the Equipment, (b) impair the value or utility of the Equipment or affect any warranty relating thereto, or (c) subject the Equipment to any hypothecs, liens, security interests, claims or other encumbrances. All Additions shall become our property if not removed by you prior to the end of the Term of this Agreement. The removal of any Addition shall be at your expense, and shall be done without damaging the Equipment, and after such removal you will ensure that the Equipment is restored to its original condition and utility prior to such Addition (reasonable wear and tear excepted). The manufacturer may incorporate engineering changes or make temporary alterations to the Equipment upon your request. If any Addition interferes with the normal and satisfactory operation or maintenance of the Equipment so as to increase the cost of maintenance or create a safety hazard, you will, at your expense, promptly remove such Addition and restore the Equipment to its original condition and utility prior to such Addition (reasonable wear and tear excepted).

9. Title and Security. We shall retain title to and ownership of the Equipment at all times prior to your exercise of any purchase price with respect thereto specified in this Agreement. We may make such registrations against you or otherwise under applicable personal property security laws or similar legislation as are deemed necessary to evidence and protect our interest in the Equipment. To the extent that this Agreement is determined to be a financing lease or not a true lease under any applicable personal property security laws, then with respect to this Agreement and to secure the payment and performance by you of all your obligations under this Agreement, you hereby grant us a security interest in your right, title and interest, now existing and hereafter arising, in and to, (a) the Equipment, (b) all insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of the Equipment, and (c) all books, records and proceeds relating to the foregoing.

10. No Cancellation. This Agreement may not be cancelled or terminated by us or by you during the Term hereof, except as expressly provided in this Agreement.

11. Entire Agreement. This Agreement shall constitute a separate and complete agreement between you and us with respect to the Equipment.

12. Use and Location. So long as no Customer Default exists, we will not disturb your quiet enjoyment of the Equipment during the Term of this Agreement. You shall operate the Equipment (i) for business purposes, (ii) in a safe and lawful manner, by competent and duly qualified personnel in accordance with applicable manufacturer's manuals and instructions, and (iii) in compliance with all federal, provincial, state and municipal statutes, ordinances, regulations and by-laws which may be applicable to the leasing, use or operation of the Equipment. In addition, you shall prepare and furnish to us all documents, returns or forms legally required to be prepared by you in relation to the Equipment. You shall be solely responsible for, and indemnify us against, any fines or penalties assessed for violations of any statute, ordinance, by-law or regulation of any governmental authority, as a result of the use or operation of the Equipment by you or any third party, and shall keep the Equipment free from any hypothecs, security interests, claims, liens and encumbrances. You agree to operate only the Equipment which has insurance coverage as provided herein and to comply with all conditions of insurance related to the Equipment. You will ensure that at all times the Equipment remains personal and moveable property and shall not become affixed to any real property. The Equipment may not be removed from any location specified in the attached Lease Schedule except upon prior written notice to and consent by us in each instance, and in no event may the Equipment be removed outside any province or jurisdiction in which the Equipment is to be located as specified in the attached Lease Schedule or as otherwise agreed upon by us with you.

13. Damage and Loss. Notwithstanding section 9 hereof, you shall bear all risk of loss of and damage to the Equipment at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder. You shall promptly notify us of any damage to the Equipment and shall ensure that such damage is promptly repaired at your expense. Notwithstanding the foregoing, if the Equipment is damaged beyond practical repair in our judgement, or is destroyed, lost, stolen or otherwise taken from you, legally or otherwise, you shall within 10 days of such event either (a) pay us the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement with respect to the Equipment, together with the Discounted Purchase Price at such time that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, the Discounted Fair Market Value at such time of the Equipment as at the end of the Initial Term), and upon receipt by us of such payment, all of our right, title and interest in and to the Equipment shall be transferred to you on an "as is, where is" basis without representation or warranty of any kind or nature and any liabilities relative to the Equipment which we or you may have shall be released (except such liabilities and obligations as are stated herein to survive after the end of the Term of this Agreement), or (b) provided no Customer Default exists under this Agreement, replace the Equipment with equipment of equal or greater value and utility (as determined by us) by conveying good and marketable title to such replacement equipment to us free

and clear of all liens, hypothecs, security interests, claims and other encumbrances. Upon any such conveyance the replacement equipment (which shall thereafter be included as Equipment for all purposes of this Agreement) shall be subject to this Agreement in all respects as if it were the replaced Equipment.

14. Insurance. You will provide and maintain at your expense, with respect to each unit of Equipment; (a) property insurance against the loss, theft, or destruction of, or damage to, or other risks of loss relative to, the Equipment as are customarily insured by "all risks" policies on similar equipment and by businesses in the industry in which you are engaged for the full replacement value of the Equipment, naming us as a first loss payee, b) public liability and third party property insurance, naming us as an additional insured and c) creditor life and disability coverage where the benefit amounts fully cover your lease obligations for the entire Term of this Agreement, naming us as the beneficiary. You will give us certificates or other evidence of such insurance when requested provided, however, that we shall not be under any duty either to ascertain the existence of or to examine such insurance or to advise you in the event that the insurance coverage does not comply with the requirements hereof. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance written notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we will have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the Term of this Agreement, from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance, and our fees placing and maintaining such insurance (collectively, "**Insurance Charge**") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal instalments allocated to the remaining Rent payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

15. Assignment. You shall not part with possession or control of all or any part of the Equipment, or sublease, assign, sell or dispose of your interest in the Equipment or in this Agreement. We may assign all or any of our rights in the Equipment or this Agreement without your consent or notice to you.

16. Indemnity. You shall indemnify us against, and save us harmless from, any and all damages, claims, actions, obligations and liabilities caused by or resulting from the installation or removal of the Equipment, the possession, use and operation of the Equipment, or our ownership of the Equipment, at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder and for a period of two years after the end of the Term of this Agreement. Such indemnity shall include our legal fees and costs arising from any of the foregoing and any payment made by us in settlement of any of the foregoing. Notwithstanding any other provision hereof, the indemnity contained in this section shall survive termination or expiration of this Agreement.

17. Default. It shall be a default under this Agreement if (each a "**Customer Default**") (a) you fail to pay any Rent or other amount when due and payable hereunder or under any other lease or other agreement with us, (b) you fail to observe or perform any other covenant or obligation therein or in any other lease or other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) you make a representation in this Agreement that is materially incorrect, (d) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (e) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (f) the Equipment is seized by any creditor of yours, (g) the primary nature of your business changes subsequent to the Effective Date of this Agreement, (h) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (i) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Effective Date of this Agreement.

18. Rights and Obligations on Default. Upon the occurrence of any Customer Default under this Agreement, we may in our sole discretion, in addition to any other rights and remedies available to us, exercise one or more of the following rights and remedies: (a) perform any obligation that you have failed to perform under this Agreement, in which case an amount equal to all expenses incurred by us in such performance shall be immediately payable by you to us on demand, it being understood that no such performance by us shall cure or be deemed to have cured any Customer Default as a result of such failure to perform by you; (b) require you to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement; (c) enter any place where the Equipment is located and take possession of and remove the Equipment without court order or other process of law, or require you to (in which case you shall promptly), at your expense, return the Equipment to us at our nearest office or to such other place as we direct; and (d) terminate this Agreement (but without releasing any of your obligations then due hereunder and any other liabilities which are stated herein to survive termination). To the extent permitted by law, you waive the benefit of all laws governing the seizure and sale or other disposition of the Equipment upon default. We shall not be responsible for any expense or damage that may be incurred by you as a result of our exercising any of the foregoing rights and remedies unless due to our gross negligence or wilful misconduct. If we take possession of the Equipment, we may store, repair or recondition the Equipment and sell, lease or otherwise dispose of the Equipment for such amounts and on such terms and conditions as we may determine in our sole discretion. Any proceeds of any such sale, lease or other disposition when actually received in cash by us shall be applied first to reimburse us for all expenses, commissions, fees and disbursements incurred by us in connection with such repossession, storage, repair, reconditioning, sale, lease or other disposition, and any balance thereof in excess of the Discounted Purchase Price that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, in excess of the Discounted Fair Market Value of the Equipment as at the end of the Initial Term) will be applied, first, against your obligations under this Agreement, and subsequently, against such of your obligations as are then due and payable under any other lease or any other agreement with us. You shall remain liable for any deficiency remaining under this Agreement and under any other lease or other agreement with us. If we enforce any provision of this Agreement on default, you shall reimburse us on demand for all expenses including legal fees and disbursements on a solicitor and own client basis, incurred by us in connection with such enforcement.

19. Waivers. All waivers given by us hereunder must be in writing, and any such waiver will apply only to the single instance for which it is given, and will not apply for any other instance, whether of the same nature or otherwise. We alone may waive any of your obligations under this Agreement. This Agreement may be amended only by our written agreement with you.

20. Administration Charges. You shall pay interest on any overdue amount under this Agreement at the rate of 18% per annum, calculated monthly. If any direction for payment made by you with respect to any amount payable hereunder to us is not honoured for any reason by the person to whom such direction has been given, you shall pay us a service charge of $100 for each instance. You shall reimburse us on demand for all administrative expenses incurred by us as a result of any amendment to this Agreement that has been requested by you and agreed to by us.

21. Pre-Authorized Payments. You shall pay us all instalments of Rent and other amounts under this Agreement by means of pre-authorized payments.

22. End of Term Options. Not later than three months prior to the last day of the Initial Term of this Agreement, you shall give us irrevocable notice of your intention to:

(a) on or before such last day, return the Equipment to us at our nearest office or as we otherwise direct, in which case you will pay all expenses in connection with such return including de-installation, packing, crating, loading, rigging and transportation; or

(b) on such last day, purchase the Equipment from us (on an "as is, where is" basis and without representation or warranty of any kind or nature) for a price equal to its then Fair Market Value.

If you give us the notice required above and fail to comply therewith, the Term of this Agreement shall be extended for an additional period equal to the greater of three months or the period between each required payment of Rent during the Term. In addition to any extension as contemplated by the preceding sentence, if you fail to give us the notice required above (whether prior to the end of the Initial Term of this Agreement or any extension thereof), the Term of this Agreement shall be extended for an additional period equal to the period between each required payment of Rent during the Term. In each case the Rent payable during such extension shall be, for greater certainty, the Rent in effect on the last day prior to such extension, unless we agreed in writing with you that other Rent be applicable in such circumstance.

23. Remarketing. If you elect to return the Equipment as specified in section 22, we may dispose of the Equipment in a commercially reasonable manner given the state of repair of the Equipment. For the purpose hereof, Net Proceeds means net proceeds of disposition received by us after deducting all reasonable expenses of disposition including, without limitation, storage, audit, testing, cleaning, repair, commission, insurance and advertising. If the Net Proceeds with respect to the Equipment are less than the Fair Market Value of the Equipment, you will promptly pay us as a final adjustment of Rent with respect to the Equipment an amount equal to such deficiency, plus applicable sales taxes, without abatement, set-off, counterclaim or other deduction. We will determine the final adjustment with respect to any unit of Equipment when the Equipment is disposed of and shall render a statement to you. If we have been unable to sell any unit of Equipment within 30 days after the end of the Initial Term, then the Net Proceeds will be deemed to be $1 and you will pay us not later than 35 days after the end of the Initial Term the deficiency between the deemed Net Proceeds of $1 and the Fair Market Value of the Equipment.

24. Credit Investigation and Financial Statements. You consent to any credit investigation carried out by us. At our request you will deliver to us any financial or other information related to you as reasonably requested by us to further our credit investigation. In addition and if requested by us, you will deliver within 120 days of your fiscal year end, a copy of your financial statements for such fiscal year or, if audited, your audited financial statements together with the opinion of the auditor.

25. Clerical Errors; Serial Numbers. You authorize us to correct any clerical errors in this Agreement and to include in this Agreement the serial numbers of the Equipment that is subject thereto. We shall promptly advise you of any such correction and serial numbers.

26. Representation and Warranty. You represent and warrant that this Agreement has been duly authorized, executed and delivered by you, and constitutes a legal, valid and binding agreement of yours enforceable against you in accordance with its terms. You further represent and warrant that any and all financial and other information provided to us is accurate and complete.

27. Notice. Any notice under this Agreement shall be in writing and shall be given by pre-paid registered mail, by facsimile, or by delivery to the person to whom it is addressed. A notice so given shall be deemed to have been received on the fifth day following posting in Canada, or if given by facsimile or delivered, on the day of

transmission or delivery if such day is a business day in Toronto or, if not, on the next following business day in Toronto.

26. General. This Agreement will be interpreted with all changes to number and gender as the context requires. If you sign this Agreement with another person, each of you will be jointly and severally liable as lessee hereunder. Time is of the essence of this Agreement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. In the event of any inconsistency between the terms of the attached Lease Schedule and the terms of this Agreement, the terms of the attached Lease Schedule shall prevail. If any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement to the extent of such illegality or unenforceability and the remaining provisions of this Agreement shall remain in full force and effect.

29. Language. The parties hereto expressly request and require that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette Convention et tous les documents qui s'y rattachent soient rédigés en Anglais.

30. Further Assurances. You acknowledge that we may require additional security depending on the results of our credit investigation and your organizational structure. If we require such additional security, we shall inform you of the form and nature of the additional security and required documentation and it shall be a condition to our entering into this Agreement with you that such additional security is obtained and the necessary documentation executed by you.

32. Counterparts. This Agreement may be executed and in any number of counterparts and on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

33. Law. This Agreement shall be governed in accordance with the laws of the Province of Ontario, and you attorn to the jurisdiction of the courts of such Province.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day of December, 2021.

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL

BY: Lindsay MacMillan

Lindsay MacMillan
Manager, Administration
August 31, 2022

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

Name: Joseph Chetti
Title: President

BY: X

Joseph Chetti
Individually

BY: X Darlene Atherley
Name: Darlene Atherley

Witness

TURF CARE FINANCIAL

DELIVERY AND ACCEPTANCE CERTIFICATE

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905)836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	6

By signing this Delivery and Acceptance Certificate, You acknowledge having read Your supplier's agreement and understand it.
You also agree all of the items:

1) have been delivered and / or installed;
2) are in good operating order and condition;
3) are in all respects satisfactory; and
4) have been accepted.

EQUIPMENT DESCRIPTION
MANUFACTURER / DESCRIPTION / SERIAL NUMBERS

1	Toro Reelmaster 3555 s/n 409157392
1	Angelmaster 4100 s/n 25884

INSURANCE INFORMATION

You certify that the Equipment is insured for its full replacement cost as outlined in the agreement, under the policy detailed below:

AGENT/BROKER: FSB Group Ltd

PHONE NO.: 905-731-2043 FAX NO.:

INSURANCE CO.: Intact Insurance

POLICY NO.: 501517357

DELIVERY DATE:

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X [signature]

NAME: Joseph Chetti

TITLE: President

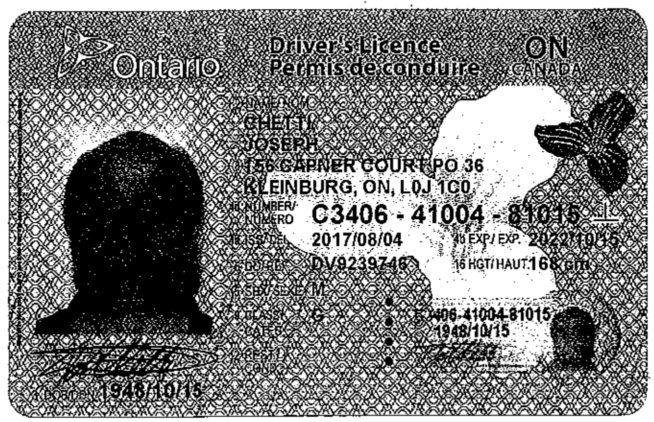
BY: X [signature]

NAME: Joseph Chetti
Individually

BY: X Darlene Atherley

NAME: Darlene Atherley
Witness

Docusign Envelope ID: AD6E7319-11C0-49D5-95C8-F5CA08F7607F



Ontario

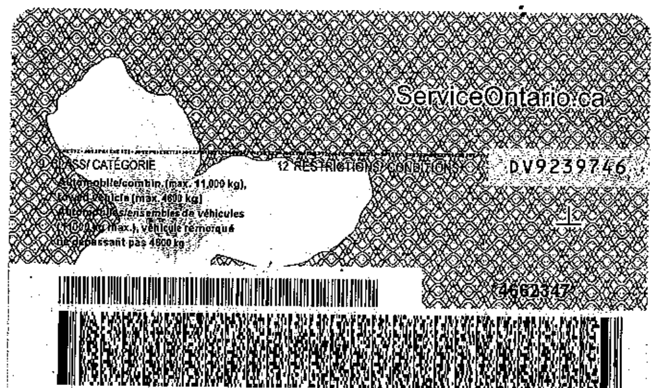
Driver's Licence
Permis de conduire

ON
CANADA

CHETTI,
JOSEPH
156 CAPNER COURT PO 36
KLEINBURG, ON, L0J 1C0

NUMBER/NUMÉRO C3406 - 41004 - 81015
2017/08/04
EXP/EXP. 2022/10/15
DV9239746
16 HGT/HAUT. 168 cm
M
G
C3406-41004-81015
1948/10/15

1948/10/15



ServiceOntario.ca

CLASS/ CATÉGORIE
Automobile/combin. (max. 11,000 kg),
towed vehicle (max. 4600 kg)
Automobiles/ensembles de véhicules
(11000 kg max.), véhicule remorqué
ne dépassant pas 4600 kg

12 RESTRICTIONS/ CONDITIONS

DV9239746

4662347

RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
Woodington Management Inc. o/a Woodington Lake Golf Club

I, X Joseph CHETTI, hereby certify under the corporate seal of Woodington Management Inc. o/a Woodington Lake Golf Club (the "Company") that:

(a) I am the duly appointed secretary of the Company,

(b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("Turf Care") from time to time;

(c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and Turf Care.

(d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

NAME	OFFICE HELD	SIGNATURE
Joseph Chetti	President	X

DATED at , Ontario the 8TH day of July, 2021.

X
Secretary

TAB F

This is Exhibit "F" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province o f Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/ 20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

TURF CARE FINANCIAL

LEASE AGREEMENT

CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905) 836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	7

LESSEE	CO-LESSEE
Woodington Management Inc. o/a Woodington Lake Golf Club	Joseph Chetti
7110 4th Line	156 Capner Court
Tottenham, Ontario L0G1W0	Kleinburg, Ontario L0J1C0
PHONE 905.936.4343 FAX	
CONTACT Joseph Chetti	

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
1	Turf Care		Used Express Dual 5000 Grinder s/n	$131,000.00
1	Turf Care		Used Toro Reelmaster 5410 s/n	
1	Turf Care		Used Toro Reelmaster 3550 s/n	
1	Turf Care		Used Toro Greensmaster 3150 s/n	
			EQUIPMENT COST	$131,000.00

PAYMENT DETAILS

COMMENCEMENT DATE: Feb-01-2022 — TERM: 57 Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
3	Feb-01-2022	Apr-01-2022	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2022	Oct-01-2022	$5,175.00	$0.00	$0.00	$672.75	$5,847.75
6	Nov-01-2022	Apr-01-2023	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2023	Oct-01-2023	$5,175.00	$0.00	$0.00	$672.75	$5,847.75
6	Nov-01-2023	Apr-01-2024	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2024	Oct-01-2024	$5,175.00	$0.00	$0.00	$672.75	$5,847.75
6	Nov-01-2024	Apr-01-2025	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2025	Oct-01-2025	$5,175.00	$0.00	$0.00	$672.75	$5,847.75
6	Nov-01-2025	Apr-01-2026	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2026	Oct-01-2026	$5,175.00	$0.00	$0.00	$672.75	$5,847.75

FAIR MARKET VALUE PURCHASE PRICE — After payment # 57 due Oct-31-2026
for a deemed Fair Market Value of $ 1.00 or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment # 57
SECURITY DEPOSIT: $0.00

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial — **PLEASE ATTACH A SAMPLE VOID CHEQUE**

The undersigned acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial which shall be evidenced by the acceptance and execution below by Turf Care Financial.

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement.

ACCEPTED BY:

Care Lending Group Inc. o/a Turf Care Financial
BY: Lindsay MacMillan
NAME: Lindsay MacMillan
TITLE: Manager, Administration
DATE: August 31, 2022

Woodington Management Inc. o/a Woodington Lake Golf Club
BY:
NAME: Joseph Chetti
TITLE: President
DATE: Jan. 15/22

BY: X
NAME: Joseph Chetti
Individually

BY: X Darlene Atherley
NAME: Darlene Atherley
Witness

DEAL 2331

TURF CARE FINANCIAL

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") IS MADE BETWEEN **CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL**, a company with its address at 200 Pony Drive Newmarket, Ontario L3Y 7B6 (referred to as "we", "our", "ours" and "us" in this Agreement) and **Woodington Management Inc. o/a Woodington Lake Golf Club, A Corporation** with its address at **7110 4th Line Tottenham, Ontario L0G 1W0** and **Joseph Chetti, An Individual with a principal residence at 156 Capner Ct. Kleinburg, Ontario L0J 1C0** (referred to as "you", "your" and "yours" in this Agreement).

For valuable consideration, the receipt of which is hereby acknowledged by you and by us, we hereby agree with you as follows:

1. Agreement to Lease. We agree to lease you the Equipment (this term and certain other capitalized terms have the meanings specified in section 2 hereof or as defined elsewhere in this Agreement) and you agree to lease the Equipment from us on the terms and conditions specified in this Agreement. You agree with us that the terms and conditions of this Agreement shall be binding upon the parties upon the execution of this Agreement by them and shall remain in force until the last day of the Term of this Agreement (except with respect to such liabilities and obligations as are stated herein to survive after the end of the Term).

2. Certain Definitions: "**Agreement**" means, collectively, this agreement, the attached Lease Schedule, the Delivery and Acceptance Certificate and any other related agreements or documents referred to separately herein or therein. "**Delivery and Acceptance Certificate**" means, with respect to the Equipment, a certificate in the form prescribed by us (or in such other form as may be acceptable to us) to evidence the delivery to and acceptance by you of the Equipment. "**Discounted Fair Market Value**" means, with respect to the Equipment, the present value of the Fair Market Value of the Equipment at a specified date, discounted to the date of calculation at the Discount Rate. "**Discounted Purchase Price**" means, with respect to the Equipment, the present value of the purchase price for the Equipment at a specified date, discounted from the day on which such purchase price may be exercised to the date of calculation at the Discount Rate. "**Discount Rate**" means the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the Term remaining in this Agreement. "**Discounted Rents**" means, with respect to the Equipment, the present value of all instalments of Rent during the Term of this Agreement that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which such instalments would otherwise be payable to the date of calculation at the Discount Rate. "**Effective Date**" means the date on which the Equipment is delivered to and accepted by you as indicated in the Delivery and Acceptance Certificate. "**Equipment**" means the personal property described in the attached Lease Schedule, together with all accessions and attachments thereto from time to time. "**Fair Market Value**" means, with respect to the Equipment as at a particular date, the fair market value of the Equipment on such date specified in this Agreement or, if not so specified, the price for the Equipment that we determine would be paid on such date in an open and unrestricted market by a willing purchaser to a willing vendor each of whom is acting at arm's length and is under no compulsion to act. "**Initial Term**" means, with respect to this Agreement, the period referred to in section 3 hereof. "**Rent**" means the amounts payable by you as rent or lease payments hereunder as specified in the attached Lease Schedule or section 4 and such other amounts payable by you hereunder and thereunder, including amounts specified in sections 16 and 23 hereof. "**Term**" means the Initial Term and any renewal or extension thereof from time to time in effect whether pursuant to section 22 hereof or as otherwise agreed upon by you and us.

3. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue, from the Effective Date, or if the Effective Date is not the first day of a calendar month then from the first day of the next calendar month after the Effective Date, for the number of months specified in the attached Lease Schedule.

4. Rent. You shall pay us Rent in the amounts and at the times specified in the attached Lease Schedule and in section 22 hereof, as applicable. If the Effective Date is not the first day of a calendar month, Rent shall commence and be payable on the first day of the next calendar month. Any security deposit made by you with us under this Agreement may be applied by us in payment of any Rent or other amount under this Agreement that is not paid by you when due and payable, and if not so applied shall be applied against your liability to pay the final instalment of Rent hereunder. Your obligation to pay Rent and perform all your other obligations hereunder shall be unconditional in all circumstances, and for greater certainty shall not be reduced or terminated if the Equipment does not operate as expected or as specified. All Rent and other amounts payable by you under this Agreement shall be paid when due without set-off, counterclaim, abatement or other reduction.

5. Taxes. You shall pay when due, and shall indemnify us against, any liability in respect of all taxes and other governmental charges (except income taxes payable by us on our net taxable income) applicable from time to time to the Rent and other amounts payable by you under this Agreement.

6. Equipment Selection and Warranties. You acknowledge that you selected the Equipment and the manufacturer and supplier thereof, and the Equipment purchased by us was made at your specific request. We do not make, shall not be deemed to have made and hereby disclaim any representations or warranties as to the operating or other condition, quality, fitness for any purpose, merchantability or marketability of the Equipment, whether arising by statute, common law, equity or otherwise. We assign to you during the Term of this Agreement all assignable warranty rights provided to us by the manufacturer or supplier of the Equipment.

7. Maintenance and Inspection of Equipment. You shall keep the Equipment in good repair and operating condition, and maintain the Equipment and all accessories and attachments thereto in safe and good mechanical condition and running order at all times and to furnish all supplies, accessories, and other essentials required for the use or operation of the Equipment. You shall install and maintain the Equipment so as to not void and to keep in full force and effect all manufacturers' warranties relating thereto, and, if required for such purpose, you will enter into, and maintain in full force and effect at all times during the Term of this Agreement, a maintenance agreement with the manufacturer or other reliable supplier of maintenance services acceptable to us with respect to the Equipment. At our request, you will furnish us with evidence of each such maintenance agreement. You agree to permit us and our representatives during normal business hours and on reasonable prior notice to inspect the Equipment. All supplies consumed or required by the Equipment shall meet the manufacturer's specifications and shall be furnished by you at your expense. All maintenance and service charges relative to the Equipment, whether under a maintenance agreement or otherwise, shall be paid by you.

8. Alterations and Modifications. You may, at your expense, make alterations in, add attachments to or upgrade the Equipment (the "**Additions**"), provided that any Addition shall not (a) interfere with the normal operation of the Equipment, (b) impair the value or utility of the Equipment or affect any warranty relating thereto, or (c) subject the Equipment to any hypothecs, liens, security interests, claims or other encumbrances. All Additions shall become our property if not removed by you prior to the end of the Term of this Agreement. The removal of any Addition shall be at your expense, and shall be done without damaging the Equipment, and after such removal you will ensure that the Equipment is restored to its original condition and utility prior to such Addition (reasonable wear and tear excepted). The manufacturer may incorporate engineering changes or make temporary alterations to the Equipment upon your request. If any Addition interferes with the normal and satisfactory operation or maintenance of the Equipment so as to increase the cost of maintenance or create a safety hazard, you will, at your expense, promptly remove such Addition and restore the Equipment to its original condition and utility prior to such Addition (reasonable wear and tear excepted).

9. Title and Security. We shall retain title to and ownership of the Equipment at all times prior to your exercise of any purchase price with respect thereto specified in this Agreement. We may make such registrations against you or otherwise under applicable personal property security laws or similar legislation as are deemed necessary to evidence and protect our interest in the Equipment. To the extent that this Agreement is determined to be a financing lease or not a true lease under any applicable personal property security laws, then with respect to this Agreement and to secure the payment and performance by you of all your obligations under this Agreement, you hereby grant us a security interest in your right, title and interest, now existing and hereafter arising, in and to, (a) the Equipment, (b) all insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of the Equipment, and (c) all books, records and proceeds relating to the foregoing.

10. No Cancellation. This Agreement may not be cancelled or terminated by us or by you during the Term hereof, except as expressly provided in this Agreement.

11. Entire Agreement. This Agreement shall constitute a separate and complete agreement between you and us with respect to the Equipment.

12. Use and Location. So long as no Customer Default exists, we will not disturb your quiet enjoyment of the Equipment during the Term of this Agreement. You shall operate the Equipment (i) for business purposes, (ii) in a safe and lawful manner, by competent and duly qualified personnel in accordance with applicable manufacturer's manuals and instructions, and (iii) in compliance with all federal, provincial, state and municipal statutes, ordinances, regulations and by-laws which may be applicable to the leasing, use or operation of the Equipment. In addition, you shall prepare and furnish to us all documents, returns or forms legally required to be prepared by you in relation to the Equipment. You shall be solely responsible for, and indemnify us against, any fines or penalties assessed for violations of any statute, ordinance, by-law or regulation of any governmental authority, as a result of the use or operation of the Equipment by you or any third party, and shall keep the Equipment free from any hypothecs, security interests, claims, liens and encumbrances. You agree to operate only the Equipment which has insurance coverage as provided herein and to comply with all conditions of insurance related to the Equipment. You will ensure that at all times the Equipment remains personal and moveable property and shall not become affixed to any real property. The Equipment may not be removed from any location specified in the attached Lease Schedule except upon prior written notice to and consent by us in each instance, and in no event may the Equipment be removed outside any province or jurisdiction in which the Equipment is to be located as specified in the attached Lease Schedule or as otherwise agreed upon by us with you.

13. Damage and Loss. Notwithstanding section 9 hereof, you shall bear all risk of loss of and damage to the Equipment at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder. You shall promptly notify us of any damage to the Equipment and shall ensure that such damage is promptly repaired at your expense. Notwithstanding the foregoing, if the Equipment is damaged beyond practical repair in our judgement, or is destroyed, lost, stolen or otherwise taken from you, legally or otherwise, you shall within 10 days of such event either (a) pay us the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement with respect to the Equipment, together with the Discounted Purchase Price at such time that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, the Discounted Fair Market Value at such time of the Equipment as at the end of the Initial Term), and upon receipt by us of such payment, all of our right, title and interest in and to the Equipment shall be transferred to you on an "as is, where is" basis without representation or warranty of any kind or nature and any liabilities relative to the Equipment which we or you may have shall be released (except such liabilities and obligations as are stated herein to survive after the end of the Term of this Agreement), or (b) provided no Customer Default exists under this Agreement, replace the Equipment with equipment of equal or greater value and utility (as determined by us) by conveying good and marketable title to such replacement equipment to us free

and clear of all liens, hypothecs, security interests, claims and other encumbrances. Upon any such conveyance the replacement equipment (which shall thereafter be included as Equipment for all purposes of this Agreement) shall be subject to this Agreement in all respects as if it were the replaced Equipment.

14. Insurance. You will provide and maintain at your expense, with respect to each unit of Equipment; (a) property insurance against the loss, theft, or destruction of, or damage to, or other risks of loss relative to, the Equipment as are customarily insured by "all risks" policies on similar equipment and by businesses in the industry in which you are engaged for the full replacement value of the Equipment, naming us as a first loss payee, b) public liability and third party property insurance, naming us as an additional insured and c) creditor life and disability coverage where the benefit amounts fully cover your lease obligations for the entire Term of this Agreement, naming us as the beneficiary. You will give us certificates or other evidence of such insurance when requested provided, however, that we shall not be under any duty either to ascertain the existence of or to examine such insurance or to advise you in the event that the insurance coverage does not comply with the requirements hereof. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance written notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we will have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the Term of this Agreement, from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance, and our fees placing and maintaining such insurance (collectively, "**Insurance Charge**") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal instalments allocated to the remaining Rent payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

15. Assignment. You shall not part with possession or control of all or any part of the Equipment, or sublease, assign, sell or dispose of your interest in the Equipment or in this Agreement. We may assign all or any of our rights in the Equipment or this Agreement without your consent or notice to you.

16. Indemnity. You shall indemnify us against, and save us harmless from, any and all damages, claims, actions, obligations and liabilities caused by or resulting from the installation or removal of the Equipment, the possession, use and operation of the Equipment, or our ownership of the Equipment, at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder and for a period of two years after the end of the Term of this Agreement. Such indemnity shall include our legal fees and costs arising from any of the foregoing and any payment made by us in settlement of any of the foregoing. Notwithstanding any other provision hereof, the indemnity contained in this section shall survive termination or expiration of this Agreement.

17. Default. It shall be a default under this Agreement if (each a "**Customer Default**") (a) you fail to pay any Rent or other amount when due and payable hereunder or under any other lease or other agreement with us, (b) you fail to observe or perform any other covenant or obligation therein or in any other lease or other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) you make a representation in this Agreement that is materially incorrect, (d) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (e) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (f) the Equipment is seized by any creditor of yours, (g) the primary nature of your business changes subsequent to the Effective Date of this Agreement, (h) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (i) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Effective Date of this Agreement.

18. Rights and Obligations on Default. Upon the occurrence of any Customer Default under this Agreement, we may in our sole discretion, in addition to any other rights and remedies available to us, exercise one or more of the following rights and remedies: (a) perform any obligation that you have failed to perform under this Agreement, in which case an amount equal to all expenses incurred by us in such performance shall be immediately payable by you to us on demand, it being understood that no such performance by us shall cure or be deemed to have cured any Customer Default as a result of such failure to perform by you; (b) require you to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement; (c) enter any place where the Equipment is located and take possession of and remove the Equipment without court order or other process of law, or require you to (in which case you shall promptly), at your expense, return the Equipment to us at our nearest office or to such other place as we direct; and (d) terminate this Agreement (but without releasing any of your obligations then due hereunder and any other liabilities which are stated herein to survive termination). To the extent permitted by law, you waive the benefit of all laws governing the seizure and sale or other disposition of the Equipment upon default. We shall not be responsible for any expense or damage that may be incurred by you as a result of our exercising any of the foregoing rights and remedies unless due to our gross negligence or wilful misconduct. If we take possession of the Equipment, we may store, repair or recondition the Equipment and sell, lease or otherwise dispose of the Equipment for such amounts and on such terms and conditions as we may determine in our sole discretion. Any proceeds of any such sale, lease or other disposition when actually received in cash by us shall be applied first to reimburse us for all expenses, commissions, fees and disbursements incurred by us in connection with such repossession, storage, repair, reconditioning, sale, lease or other disposition, and any balance thereof in excess of the Discounted Purchase Price that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, in excess of the Discounted Fair Market Value of the Equipment as at the end of the Initial Term) will be applied, first, against your obligations under this Agreement, and subsequently, against such of your obligations as are then due and payable under any other lease or any other agreement with us. You shall remain liable for any deficiency remaining under this Agreement and under any other lease or other agreement with us. If we enforce any provision of this Agreement on default, you shall reimburse us on demand for all expenses including legal fees and disbursements on a solicitor and own client basis, incurred by us in connection with such enforcement.

19. Waivers. All waivers given by us hereunder must be in writing, and any such waiver will apply only to the single instance for which it is given, and will not apply for any other instance, whether of the same nature or otherwise. We alone may waive any of your obligations under this Agreement. This Agreement may be amended only by our written agreement with you.

20. Administration Charges. You shall pay interest on any overdue amount under this Agreement at the rate of 18% per annum, calculated monthly. If any direction for payment made by you with respect to any amount payable hereunder to us is not honoured for any reason by the person to whom such direction has been given, you shall pay us a service charge of $100 for each instance. You shall reimburse us on demand for all administrative expenses incurred by us as a result of any amendment to this Agreement that has been requested by you and agreed to by us.

21. Pre-Authorized Payments. You shall pay us all instalments of Rent and other amounts under this Agreement by means of pre-authorized payments.

22. End of Term Options. Not later than three months prior to the last day of the Initial Term of this Agreement, you shall give us irrevocable notice of your intention to:

(a) on or before such last day, return the Equipment to us at our nearest office or as we otherwise direct, in which case you will pay all expenses in connection with such return including de-installation, packing, crating, loading, rigging and transportation; or

(b) on such last day, purchase the Equipment from us (on an "as is, where is" basis and without representation or warranty of any kind or nature) for a price equal to its then Fair Market Value.

If you give us the notice required above and fail to comply therewith, the Term of this Agreement shall be extended for an additional period equal to the greater of three months or the period between each required payment of Rent during the Term. In addition to any extension as contemplated by the preceding sentence, if you fail to give us the notice required above (whether prior to the end of the Initial Term of this Agreement or any extension thereof), the Term of this Agreement shall be extended for an additional period equal to the period between each required payment of Rent during the Term. In each case the Rent payable during such extension shall be, for greater certainty, the Rent in effect on the last day prior to such extension, unless we agreed in writing with you that other Rent be applicable in such circumstance.

23. Remarketing. If you elect to return the Equipment as specified in section 22, we may dispose of the Equipment in a commercially reasonable manner given the state of repair of the Equipment. For the purpose hereof, Net Proceeds means net proceeds of disposition received by us after deducting all reasonable expenses of disposition including, without limitation, storage, audit, testing, cleaning, repair, commission, insurance and advertising. If the Net Proceeds with respect to the Equipment are less than the Fair Market Value of the Equipment, you will promptly pay us as a final adjustment of Rent with respect to the Equipment an amount equal to such deficiency, plus applicable sales taxes, without abatement, set-off, counterclaim or other deduction. We will determine the final adjustment with respect to any unit of Equipment when the Equipment is disposed of and shall render a statement to you. If we have been unable to sell any unit of Equipment within 30 days after the end of the Initial Term, then the Net Proceeds will be deemed to be $1 and you will pay us not later than 35 days after the end of the Initial Term the deficiency between the deemed Net Proceeds of $1 and the Fair Market Value of the Equipment.

24. Credit Investigation and Financial Statements. You consent to any credit investigation carried out by us. At our request you will deliver to us any financial or other information related to you as reasonably requested by us to further our credit investigation. In addition and if requested by us, you will deliver within 120 days of your fiscal year end, a copy of your financial statements for such fiscal year or, if audited, your audited financial statements together with the opinion of the auditor.

25. Clerical Errors; Serial Numbers. You authorize us to correct any clerical errors in this Agreement and to include in this Agreement the serial numbers of the Equipment that is subject thereto. We shall promptly advise you of any such correction and serial numbers.

26. Representation and Warranty. You represent and warrant that this Agreement has been duly authorized, executed and delivered by you, and constitutes a legal, valid and binding agreement of yours enforceable against you in accordance with its terms. You further represent and warrant that any and all financial and other information provided to us is accurate and complete.

27. Notice. Any notice under this Agreement shall be in writing and shall be given by pre-paid registered mail, by facsimile, or by delivery to the person to whom it is addressed. A notice so given shall be deemed to have been received on the fifth day following posting in Canada, or if given by facsimile or delivered, on the day of

transmission or delivery if such day is a business day in Toronto or, if not, on the next following business day in Toronto.

28. General. This Agreement will be interpreted with all changes to number and gender as the context requires. If you sign this Agreement with another person, each of you will be jointly and severally liable as lessee hereunder. Time is of the essence of this Agreement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. In the event of any inconsistency between the terms of the attached Lease Schedule and the terms of this Agreement, the terms of the attached Lease Schedule shall prevail. If any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement to the extent of such illegality or unenforceability and the remaining provisions of this Agreement shall remain in full force and effect.

29. Language. The parties hereto expressly request and require that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette Convention et tous les documents qui s'y rattachent soient rédigés en Anglais.

30. Further Assurances. You acknowledge that we may require additional security depending on the results of our credit investigation and your organizational structure. If we require such additional security, we shall inform you of the form and nature of the additional security and required documentation and it shall be a condition to our entering into this Agreement with you that such additional security is obtained and the necessary documentation executed by you.

32. Counterparts. This Agreement may be executed and in any number of counterparts and on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

33. Law. This Agreement shall be governed in accordance with the laws of the Province of Ontario, and you attorn to the jurisdiction of the courts of such Province.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day of December, 2021.

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL

BY: Lindsay MacMillan

Lindsay MacMillan
Manager, Administration
August 31, 2022

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

Name: Joseph Chetti
Title: President

BY: X

Joseph Chetti
Individually

BY: X Darlene Atherley
Name:

Witness Darlene Atherley

TURF CARE FINANCIAL

DELIVERY AND ACCEPTANCE CERTIFICATE

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905)836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	7

By signing this Delivery and Acceptance Certificate, You acknowledge having read Your supplier's agreement and understand it.
You also agree all of the items:

1) have been delivered and / or installed;
2) are in good operating order and condition;
3) are in all respects satisfactory; and
4) have been accepted.

EQUIPMENT DESCRIPTION
MANUFACTURER / DESCRIPTION / SERIAL NUMBERS

1	Used Express Dual 5000 Grinder s/n
1	Used Toro Reelmaster 5410 s/n
1	Used Toro Reelmaster 3550 s/n
1	Used Toro Greensmaster 3150 s/n

INSURANCE INFORMATION

You certify that the Equipment is insured for its full replacement cost as outlined in the agreement, under the policy detailed below:

AGENT/BROKER: FSB Group Ltd
PHONE NO.: 905-731-2043 FAX NO.:
INSURANCE CO.: Intact Insurance
POLICY NO.: 50517357

DELIVERY DATE:

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

NAME: Joseph Chetti

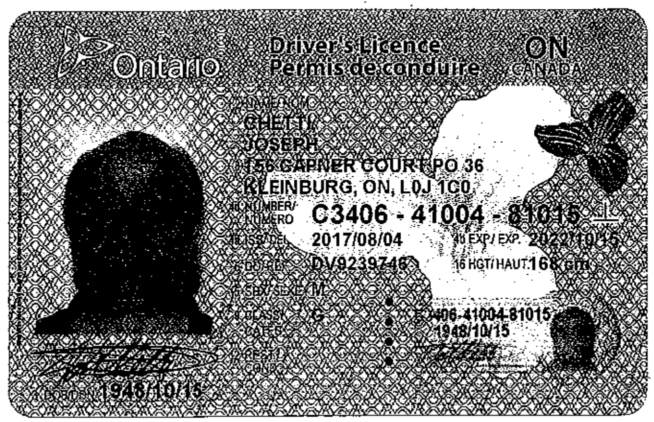
TITLE: President

BY: X

NAME: Joseph Chetti
Individually

BY: X Darlene Atherley

NAME: Darlene Atherley
Witness


Ontario
Driver's Licence
Permis de conduire
ON
CANADA
CHETTI,
JOSEPH
156 CAPNER COURT PO 36
KLEINBURG, ON, L0J 1C0
NUMBER/ NUMÉRO C3406 - 41004 - 81015
2017/08/04
EXP/ EXP. 2022/10/15
DV9239746
HGT/ HAUT. 168 cm
M
G
C3406-41004-81015
1948/10/15
1948/10/15


ServiceOntario.ca
CLASS/ CATÉGORIE
12 RESTRICTIONS/ CONDITIONS
DV9239746
4662347

RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
Woodington Management Inc. o/a Woodington Lake Golf Club

I, X Joseph Chetti, hereby certify under the corporate seal of Woodington Management Inc. o/a Woodington Lake Golf Club (the "Company") that:

(a) I am the duly appointed secretary of the Company,

(b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("Turf Care") from time to time;

(c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and Turf Care.

(d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

NAME	OFFICE HELD	SIGNATURE
Joseph Chetti	President	X

DATED at , Ontario the 8TH day of July, 2021.

X
Secretary

TAB G

This is Exhibit “G” referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

TURF CARE FINANCIAL

LEASE AGREEMENT

CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905) 836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	8

LESSEE	CO-LESSEE
Woodington Management Inc. o/a Woodington Lake Golf Club	Joseph Chetti
7110 4th Line	156 Capner Court
Tottenham, Ontario L0G1W0	Kleinburg, Ontario L0J1C0
PHONE 905.936.4343 FAX	
CONTACT Joseph Chetti	

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
2	Turf Care		Toro Workman MDX w/ Fairway Café s/n 412235018,412234840	$333,500.00
6	Turf Care		Toro Workman MDX s/n 412810807,412234841,412579362,412579402,412579476,412579360	
3	Turf Care		Toro Workman HDX s/n 414563565,414563581,414563618	
			EQUIPMENT COST	$333,500.00

PAYMENT DETAILS

COMMENCEMENT DATE: May-01-2023 — TERM: 54 Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
6	May-01-2023	Oct-01-2023	$11,550.00	$0.00	$0.00	$1,501.50	$13,051.50
6	Nov-01-2023	Apr-01-2024	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2024	Oct-01-2024	$11,550.00	$0.00	$0.00	$1,501.50	$13,051.50
6	Nov-01-2024	Apr-01-2025	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2025	Oct-01-2025	$11,550.00	$0.00	$0.00	$1,501.50	$13,051.50
6	Nov-01-2025	Apr-01-2026	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2026	Oct-01-2026	$11,550.00	$0.00	$0.00	$1,501.50	$13,051.50
6	Nov-01-2026	Apr-01-2027	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2027	Oct-01-2027	$11,550.00	$0.00	$0.00	$1,501.50	$13,051.50

FAIR MARKET VALUE PURCHASE PRICE — After payment # 54 due Oct-31-2027

for a deemed Fair Market Value of $ 66,700.00 or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment # 54

SECURITY DEPOSIT: $0.00

RENEWAL OPTION TERMS

COMMENCEMENT DATE: Nov-01-2027 — TERM: 12 Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
6	Nov-01-2027	Apr-01-2028	$0.00	$0.00	$0.00	$0.00	$0.00
5	May-01-2028	Sep-01-2028	$11,550.00	$0.00	$0.00	$1,501.50	$13,051.50
1	Oct-01-2028	Oct-01-2028	$14,910.00	$0.00	$0.00	$1,938.30	$16,848.30

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial

PLEASE ATTACH A SAMPLE VOID CHEQUE

The undersigned acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial which shall be evidenced by the acceptance and execution below by Turf Care Financial.

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement.

ACCEPTED BY:

Care Lending Group Inc. o/a Turf Care Financial

BY: Lindsay MacMillan
NAME: Lindsay MacMillan
TITLE: Manager, Administration
DATE: June 26, 2023

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X [signature]
NAME: Joseph Chetti
TITLE: President
DATE: April 13/23

BY: X [signature]
NAME: Joseph Chetti
Individually

BY: X Darlene Atherley
NAME: Darlene Atherley
Witness

DEAL 3212

TURF CARE FINANCIAL

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") IS MADE BETWEEN **CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL**, a company with its address at 200 Pony Drive Newmarket, Ontario L3Y 7B6 (referred to as "we", "our", "ours" and "us" in this Agreement) and **Woodington Management Inc. o/a Woodington Lake Golf Club, A Corporation** with its address at **7110 4th Line Tottenham, Ontario L0G 1W0** and **Joseph Chetti, An Individual with a principal residence at 156 Capner Ct. Kleinburg, Ontario L0J 1C0** (referred to as "you", "your" and "yours" in this Agreement).

For valuable consideration, the receipt of which is hereby acknowledged by you and by us, we hereby agree with you as follows:

1. Agreement to Lease. We agree to lease you the Equipment (this term and certain other capitalized terms have the meanings specified in section 2 hereof or as defined elsewhere in this Agreement) and you agree to lease the Equipment from us on the terms and conditions specified in this Agreement. You agree with us that the terms and conditions of this Agreement shall be binding upon the parties upon the execution of this Agreement by them and shall remain in force until the last day of the Term of this Agreement (except with respect to such liabilities and obligations as are stated herein to survive after the end of the Term).

2. Certain Definitions: "**Agreement**" means, collectively, this agreement, the attached Lease Schedule, the Delivery and Acceptance Certificate and any other related agreements or documents referred to separately herein or therein. "**Delivery and Acceptance Certificate**" means, with respect to the Equipment, a certificate in the form prescribed by us (or in such other form as may be acceptable to us) to evidence the delivery to and acceptance by you of the Equipment. "**Discounted Fair Market Value**" means, with respect to the Equipment, the present value of the Fair Market Value of the Equipment at a specified date, discounted to the date of calculation at the Discount Rate. "**Discounted Purchase Price**" means, with respect to the Equipment, the present value of the purchase price for the Equipment at a specified date, discounted from the day on which such purchase price may be exercised to the date of calculation at the Discount Rate. "**Discount Rate**" means the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the Term remaining in this Agreement. "**Discounted Rents**" means, with respect to the Equipment, the present value of all instalments of Rent during the Term of this Agreement that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which such instalments would otherwise be payable to the date of calculation at the Discount Rate. "**Effective Date**" means the date on which the Equipment is delivered to and accepted by you as indicated in the Delivery and Acceptance Certificate. "**Equipment**" means the personal property described in the attached Lease Schedule, together with all accessions and attachments thereto from time to time. "**Fair Market Value**" means, with respect to the Equipment as at a particular date, the fair market value of the Equipment on such date specified in this Agreement or, if not so specified, the price for the Equipment that we determine would be paid on such date in an open and unrestricted market by a willing purchaser to a willing vendor each of whom is acting at arm's length and is under no compulsion to act. "**Initial Term**" means, with respect to this Agreement, the period referred to in section 3 hereof. "**Rent**" means the amounts payable by you as rent or lease payments hereunder as specified in the attached Lease Schedule or section 4 and such other amounts payable by you hereunder and thereunder, including amounts specified in sections 16 and 23 hereof. "**Term**" means the Initial Term and any renewal or extension thereof from time to time in effect whether pursuant to section 22 hereof or as otherwise agreed upon by you and us.

3. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue, from the Effective Date, or if the Effective Date is not the first day of a calendar month then from the first day of the next calendar month after the Effective Date, for the number of months specified in the attached Lease Schedule.

4. Rent. You shall pay us Rent in the amounts and at the times specified in the attached Lease Schedule and in section 22 hereof, as applicable. If the Effective Date is not the first day of a calendar month, Rent shall commence and be payable on the first day of the next calendar month. Any security deposit made by you with us under this Agreement may be applied by us in payment of any Rent or other amount under this Agreement that is not paid by you when due and payable, and if not so applied shall be applied against your liability to pay the final instalment of Rent hereunder. Your obligation to pay Rent and perform all your other obligations hereunder shall be unconditional in all circumstances, and for greater certainty shall not be reduced or terminated if the Equipment does not operate as expected or as specified. All Rent and other amounts payable by you under this Agreement shall be paid when due without set-off, counterclaim, abatement or other reduction.

5. Taxes. You shall pay when due, and shall indemnify us against, any liability in respect of all taxes and other governmental charges (except income taxes payable by us on our net taxable income) applicable from time to time to the Rent and other amounts payable by you under this Agreement.

6. Equipment Selection and Warranties. You acknowledge that you selected the Equipment and the manufacturer and supplier thereof, and the Equipment purchased by us was made at your specific request. We do not make, shall not be deemed to have made and hereby disclaim any representations or warranties as to the operating or other condition, quality, fitness for any purpose, merchantability or marketability of the Equipment, whether arising by statute, common law, equity or otherwise. We assign to you during the Term of this Agreement all assignable warranty rights provided to us by the manufacturer or supplier of the Equipment.

7. Maintenance and Inspection of Equipment. You shall keep the Equipment in good repair and operating condition, and maintain the Equipment and all accessories and attachments thereto in safe and good mechanical condition and running order at all times and to furnish all supplies, accessories, and other essentials required for the use or operation of the Equipment. You shall install and maintain the Equipment so as to not void and to keep in full force and effect all manufacturers' warranties relating thereto, and, if required for such purpose, you will enter into, and maintain in full force and effect at all times during the Term of this Agreement, a maintenance agreement with the manufacturer or other reliable supplier of maintenance services acceptable to us with respect to the Equipment. At our request, you will furnish us with evidence of each such maintenance agreement. You agree to permit us and our representatives during normal business hours and on reasonable prior notice to inspect the Equipment. All supplies consumed or required by the Equipment shall meet the manufacturer's specifications and shall be furnished by you at your expense. All maintenance and service charges relative to the Equipment, whether under a maintenance agreement or otherwise, shall be paid by you.

8. Alterations and Modifications. You may, at your expense, make alterations in, add attachments to or upgrade the Equipment (the "**Additions**"), provided that any Addition shall not (a) interfere with the normal operation of the Equipment, (b) impair the value or utility of the Equipment or affect any warranty relating thereto, or (c) subject the Equipment to any hypothecs, liens, security interests, claims or other encumbrances. All Additions shall become our property if not removed by you prior to the end of the Term of this Agreement. The removal of any Addition shall be at your expense, and shall be done without damaging the Equipment, and after such removal you will ensure that the Equipment is restored to its original condition and utility prior to such Addition (reasonable wear and tear excepted). The manufacturer may incorporate engineering changes or make temporary alterations to the Equipment upon your request. If any Addition interferes with the normal and satisfactory operation or maintenance of the Equipment so as to increase the cost of maintenance or create a safety hazard, you will, at your expense, promptly remove such Addition and restore the Equipment to its original condition and utility prior to such Addition (reasonable wear and tear excepted).

9. Title and Security. We shall retain title to and ownership of the Equipment at all times prior to your exercise of any purchase price with respect thereto specified in this Agreement. We may make such registrations against you or otherwise under applicable personal property security laws or similar legislation as are deemed necessary to evidence and protect our interest in the Equipment. To the extent that this Agreement is determined to be a financing lease or not a true lease under any applicable personal property security laws, then with respect to this Agreement and to secure the payment and performance by you of all your obligations under this Agreement, you hereby grant us a security interest in your right, title and interest, now existing and hereafter arising, in and to, (a) the Equipment, (b) all insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of the Equipment, and (c) all books, records and proceeds relating to the foregoing.

10. No Cancellation. This Agreement may not be cancelled or terminated by us or by you during the Term hereof, except as expressly provided in this Agreement.

11. Entire Agreement. This Agreement shall constitute a separate and complete agreement between you and us with respect to the Equipment.

12. Use and Location. So long as no Customer Default exists, we will not disturb your quiet enjoyment of the Equipment during the Term of this Agreement. You shall operate the Equipment (i) for business purposes, (ii) in a safe and lawful manner, by competent and duly qualified personnel in accordance with applicable manufacturer's manuals and instructions, and (iii) in compliance with all federal, provincial, state and municipal statutes, ordinances, regulations and by-laws which may be applicable to the leasing, use or operation of the Equipment. In addition, you shall prepare and furnish to us all documents, returns or forms legally required to be prepared by you in relation to the Equipment. You shall be solely responsible for, and indemnify us against, any fines or penalties assessed for violations of any statute, ordinance, by-law or regulation of any governmental authority, as a result of the use or operation of the Equipment by you or any third party, and shall keep the Equipment free from any hypothecs, security interests, claims, liens and encumbrances. You agree to operate only the Equipment which has insurance coverage as provided herein and to comply with all conditions of insurance related to the Equipment. You will ensure that at all times the Equipment remains personal and moveable property and shall not become affixed to any real property. The Equipment may not be removed from any location specified in the attached Lease Schedule except upon prior written notice to and consent by us in each instance, and in no event may the Equipment be removed outside any province or jurisdiction in which the Equipment is to be located as specified in the attached Lease Schedule or as otherwise agreed upon by us with you.

13. Damage and Loss. Notwithstanding section 9 hereof, you shall bear all risk of loss of and damage to the Equipment at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder. You shall promptly notify us of any damage to the Equipment and shall ensure that such damage is promptly repaired at your expense. Notwithstanding the foregoing, if the Equipment is damaged beyond practical repair in our judgement, or is destroyed, lost, stolen or otherwise taken from you, legally or otherwise, you shall within 10 days of such event either (a) pay us the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement with respect to the Equipment, together with the Discounted Purchase Price at such time that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, the Discounted Fair Market Value at such time of the Equipment as at the end of the Initial Term), and upon receipt by us of such payment, all of our right, title and interest in and to the Equipment shall be transferred to you on an "as is, where is" basis without representation or warranty of any kind or nature and any liabilities relative to the Equipment which we or you may have shall be released (except such liabilities and obligations as are stated herein to survive after the end of the Term of this Agreement), or (b) provided no Customer Default exists under this Agreement, replace the Equipment with equipment of equal or greater value and utility (as determined by us) by conveying good and marketable title to such replacement equipment to us free

and clear of all liens, hypothecs, security interests, claims and other encumbrances. Upon any such conveyance the replacement equipment (which shall thereafter be included as Equipment for all purposes of this Agreement) shall be subject to this Agreement in all respects as if it were the replaced Equipment.

14. Insurance. You will provide and maintain at your expense, with respect to each unit of Equipment; (a) property insurance against the loss, theft, or destruction of, or damage to, or other risks of loss relative to, the Equipment as are customarily insured by "all risks" policies on similar equipment and by businesses in the industry in which you are engaged for the full replacement value of the Equipment, naming us as a first loss payee, b) public liability and third party property insurance, naming us as an additional insured and c) creditor life and disability coverage where the benefit amounts fully cover your lease obligations for the entire Term of this Agreement, naming us as the beneficiary. You will give us certificates or other evidence of such insurance when requested provided, however, that we shall not be under any duty either to ascertain the existence of or to examine such insurance or to advise you in the event that the insurance coverage does not comply with the requirements hereof. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance written notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we will have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the Term of this Agreement, from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance, and our fees placing and maintaining such insurance (collectively, "**Insurance Charge**") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal instalments allocated to the remaining Rent payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

15. Assignment. You shall not part with possession or control of all or any part of the Equipment, or sublease, assign, sell or dispose of your interest in the Equipment or in this Agreement. We may assign all or any of our rights in the Equipment or this Agreement without your consent or notice to you.

16. Indemnity. You shall indemnify us against, and save us harmless from, any and all damages, claims, actions, obligations and liabilities caused by or resulting from the installation or removal of the Equipment, the possession, use and operation of the Equipment, or our ownership of the Equipment, at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder and for a period of two years after the end of the Term of this Agreement. Such indemnity shall include our legal fees and costs arising from any of the foregoing and any payment made by us in settlement of any of the foregoing. Notwithstanding any other provision hereof, the indemnity contained in this section shall survive termination or expiration of this Agreement.

17. Default. It shall be a default under this Agreement if (each a "**Customer Default**") (a) you fail to pay any Rent or other amount when due and payable hereunder or under any other lease or other agreement with us, (b) you fail to observe or perform any other covenant or obligation therein or in any other lease or other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) you make a representation in this Agreement that is materially incorrect, (d) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (e) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (f) the Equipment is seized by any creditor of yours, (g) the primary nature of your business changes subsequent to the Effective Date of this Agreement, (h) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (i) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Effective Date of this Agreement.

18. Rights and Obligations on Default. Upon the occurrence of any Customer Default under this Agreement, we may in our sole discretion, in addition to any other rights and remedies available to us, exercise one or more of the following rights and remedies: (a) perform any obligation that you have failed to perform under this Agreement, in which case an amount equal to all expenses incurred by us in such performance shall be immediately payable by you to us on demand, it being understood that no such performance by us shall cure or be deemed to have cured any Customer Default as a result of such failure to perform by you; (b) require you to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement; (c) enter any place where the Equipment is located and take possession of and remove the Equipment without court order or other process of law, or require you to (in which case you shall promptly), at your expense, return the Equipment to us at our nearest office or to such other place as we direct; and (d) terminate this Agreement (but without releasing any of your obligations then due hereunder and any other liabilities which are stated herein to survive termination). To the extent permitted by law, you waive the benefit of all laws governing the seizure and sale or other disposition of the Equipment upon default. We shall not be responsible for any expense or damage that may be incurred by you as a result of our exercising any of the foregoing rights and remedies unless due to our gross negligence or wilful misconduct. If we take possession of the Equipment, we may store, repair or recondition the Equipment and sell, lease or otherwise dispose of the Equipment for such amounts and on such terms and conditions as we may determine in our sole discretion. Any proceeds of any such sale, lease or other disposition when actually received in cash by us shall be applied first to reimburse us for all expenses, commissions, fees and disbursements incurred by us in connection with such repossession, storage, repair, reconditioning, sale, lease or other disposition, and any balance thereof in excess of the Discounted Purchase Price that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, in excess of the Discounted Fair Market Value of the Equipment as at the end of the Initial Term) will be applied, first, against your obligations under this Agreement, and subsequently, against such of your obligations as are then due and payable under any other lease or any other agreement with us. You shall remain liable for any deficiency remaining under this Agreement and under any other lease or other agreement with us. If we enforce any provision of this Agreement on default, you shall reimburse us on demand for all expenses including legal fees and disbursements on a solicitor and own client basis, incurred by us in connection with such enforcement.

19. Waivers. All waivers given by us hereunder must be in writing, and any such waiver will apply only to the single instance for which it is given, and will not apply for any other instance, whether of the same nature or otherwise. We alone may waive any of your obligations under this Agreement. This Agreement may be amended only by our written agreement with you.

20. Administration Charges. You shall pay interest on any overdue amount under this Agreement at the rate of 18% per annum, calculated monthly. If any direction for payment made by you with respect to any amount payable hereunder to us is not honoured for any reason by the person to whom such direction has been given, you shall pay us a service charge of $100 for each instance. You shall reimburse us on demand for all administrative expenses incurred by us as a result of any amendment to this Agreement that has been requested by you and agreed to by us.

21. Pre-Authorized Payments. You shall pay us all instalments of Rent and other amounts under this Agreement by means of pre-authorized payments.

22. End of Term Options. Not later than three months prior to the last day of the Initial Term of this Agreement, you shall give us irrevocable notice of your intention to:

(a) on or before such last day, return the Equipment to us at our nearest office or as we otherwise direct, in which case you will pay all expenses in connection with such return including de-installation, packing, crating, loading, rigging and transportation; or

(b) on such last day, purchase the Equipment from us (on an "as is, where is" basis and without representation or warranty of any kind or nature) for a price equal to its then Fair Market Value.

If you give us the notice required above and fail to comply therewith, the Term of this Agreement shall be extended for an additional period equal to the greater of three months or the period between each required payment of Rent during the Term. In addition to any extension as contemplated by the preceding sentence, if you fail to give us the notice required above (whether prior to the end of the Initial Term of this Agreement or any extension thereof), the Term of this Agreement shall be extended for an additional period equal to the period between each required payment of Rent during the Term. In each case the Rent payable during such extension shall be, for greater certainty, the Rent in effect on the last day prior to such extension, unless we agreed in writing with you that other Rent be applicable in such circumstance.

23. Remarketing. If you elect to return the Equipment as specified in section 22, we may dispose of the Equipment in a commercially reasonable manner given the state of repair of the Equipment. For the purpose hereof, Net Proceeds means net proceeds of disposition received by us after deducting all reasonable expenses of disposition including, without limitation, storage, audit, testing, cleaning, repair, commission, insurance and advertising. If the Net Proceeds with respect to the Equipment are less than the Fair Market Value of the Equipment, you will promptly pay us as a final adjustment of Rent with respect to the Equipment an amount equal to such deficiency, plus applicable sales taxes, without abatement, set-off, counterclaim or other deduction. We will determine the final adjustment with respect to any unit of Equipment when the Equipment is disposed of and shall render a statement to you. If we have been unable to sell any unit of Equipment within 30 days after the end of the Initial Term, then the Net Proceeds will be deemed to be $1 and you will pay us not later than 35 days after the end of the Initial Term the deficiency between the deemed Net Proceeds of $1 and the Fair Market Value of the Equipment.

24. Credit Investigation and Financial Statements. You consent to any credit investigation carried out by us. At our request you will deliver to us any financial or other information related to you as reasonably requested by us to further our credit investigation. In addition and if requested by us, you will deliver within 120 days of your fiscal year end, a copy of your financial statements for such fiscal year or, if audited, your audited financial statements together with the opinion of the auditor.

25. Clerical Errors; Serial Numbers. You authorize us to correct any clerical errors in this Agreement and to include in this Agreement the serial numbers of the Equipment that is subject thereto. We shall promptly advise you of any such correction and serial numbers.

26. Representation and Warranty. You represent and warrant that this Agreement has been duly authorized, executed and delivered by you, and constitutes a legal, valid and binding agreement of yours enforceable against you in accordance with its terms. You further represent and warrant that any and all financial and other information provided to us is accurate and complete.

27. Notice. Any notice under this Agreement shall be in writing and shall be given by pre-paid registered mail, by facsimile, or by delivery to the person to whom it is addressed. A notice so given shall be deemed to have been received on the fifth day following posting in Canada, or if given by facsimile or delivered, on the day of

transmission or delivery if such day is a business day in Toronto or, if not, on the next following business day in Toronto.

28. General. This Agreement will be interpreted with all changes to number and gender as the context requires. If you sign this Agreement with another person, each of you will be jointly and severally liable as lessee hereunder. Time is of the essence of this Agreement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. In the event of any inconsistency between the terms of the attached Lease Schedule and the terms of this Agreement, the terms of the attached Lease Schedule shall prevail. If any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement to the extent of such illegality or unenforceability and the remaining provisions of this Agreement shall remain in full force and effect.

29. Language. The parties hereto expressly request and require that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette Convention et tous les documents qui s'y rattachent soient rédigés en Anglais.

30. Further Assurances. You acknowledge that we may require additional security depending on the results of our credit investigation and your organizational structure. If we require such additional security, we shall inform you of the form and nature of the additional security and required documentation and it shall be a condition to our entering into this Agreement with you that such additional security is obtained and the necessary documentation executed by you.

32. Counterparts. This Agreement may be executed and in any number of counterparts and on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

33. Law. This Agreement shall be governed in accordance with the laws of the Province of Ontario, and you attorn to the jurisdiction of the courts of such Province.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day of April 2023.

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL

BY: Lindsay MacMillan

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

Name: Joseph Chetti

Title: President

BY: X

Joseph Chetti

Individually

BY: X

Name:

Witness

TURF CARE FINANCIAL

DELIVERY AND ACCEPTANCE CERTIFICATE

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905)836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	8

By signing this Delivery and Acceptance Certificate, You acknowledge having read Your supplier's agreement and understand it.
You also agree all of the items:

1) have been delivered and / or installed;
2) are in good operating order and condition;
3) are in all respects satisfactory; and
4) have been accepted.

EQUIPMENT DESCRIPTION
MANUFACTURER / DESCRIPTION / SERIAL NUMBERS

2	Toro Workman MDX w/ Fairway Café s/n
6	Toro Workman MDX s/n
3	Toro Workman HDX s/n

INSURANCE INFORMATION

You certify that the Equipment is insured for its full replacement cost as outlined in the agreement, under the policy detailed below:

AGENT/BROKER: Frank Patafio

PHONE NO.: 905-731-2043 FAX NO.: 905-731-5742

INSURANCE CO.: FSB Group Ltd.

POLICY NO.: ____________

DELIVERY DATE: ____________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X [signature]
NAME: Joseph Chetti
TITLE: President

BY: X [signature]
NAME: Joseph Chetti
Individually

BY: X Darlene Atherley
NAME: Darlene Atherley
Witness

RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
Woodington Management Inc. o/a Woodington Lake Golf Club

I, X Joseph CHETTI, hereby certify under the corporate seal of Woodington Management Inc. o/a Woodington Lake Golf Club (the "Company") that:

(a) I am the duly appointed secretary of the Company,

(b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("Turf Care") from time to time;

(c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and Turf Care.

(d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

NAME	OFFICE HELD	SIGNATURE
Joseph Chetti	President	X

DATED at , Ontario the 8TH day of July, 2021.

X

Secretary

TAB H

This is Exhibit "H" referred to in the Affidavit of Andrew Sunn s worn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Jennifer Cole

D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

Care Lending Group Inc. o/a Turf Care Financial

200 Pony Drive
Newmarket, Ontario L3Y 7B6

General Security Agreement

Customer: **Woodington Management Inc. o/a Woodington Lake Golf Club** Date: July 8, 2021

SECURITY INTEREST

In consideration of our dealing with or continuing to deal with you, you grant to us a continuing security interest in all of your Assets and Undertakings (defined below) and an assignment of your Accounts (defined below). The Assets and Undertakings over which you have granted us a security interest hereby, the Accounts assigned to us, together with the Proceeds (defined below) thereof, are herein collectively called the "**Collateral**". You agree that we have not agreed to postpone the time for attachment of the security interest granted hereby with respect to your presently existing Collateral, that such security interest shall attach to any Collateral acquired after the date hereof as soon as you obtain rights in such Collateral and that value has been given.

INDEBTEDNESS AND LIABILITY SECURED

You agree that the obligations secured by the security interest granted hereby (collectively, the "**Obligations**") include, without limitation, all your present and future obligations, indebtedness and liability to us, direct and indirect, absolute and contingent, whether matured or not matured, and include all costs and expenses (including legal fees and expenses) incurred by us in connection with our dealings with you.

1. DEFINITIONS OF COLLATERAL

ASSETS AND UNDERTAKINGS - all of your present and after acquired personal property and undertakings including without limitation, Inventory, Equipment, Deposits and Credit Balances, Investment Property, Life Insurance (all as defined herein), all intangible and intellectual property, and all real and immovable property both freehold and leasehold, except for the last day of the term of any lease.

INVENTORY - all presently owned and after acquired goods and other property held for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process, or materials used or consumed in your business or profession.

EQUIPMENT - all presently owned and after acquired goods that are owned by you other than Inventory and consumer goods.

DEPOSITS AND CREDIT BALANCES - all monies and credit balances which are now or may hereafter be on deposit with or standing to your credit with us, and/or with any of our subsidiaries and affiliates, up to the amount set out on Schedule A (or all deposit and credit balances, if no amount is set out on Schedule A) and any amount of interest due or accruing due to you in connection with any such deposit or credit balance.

INVESTMENT PROPERTY - all present and future investment property held by you, including securities, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of yours in property or in an enterprise or which constitute evidence of an obligation of the issuer (collectively called "**Investment Property**") including, without limitation, any Investment Property specifically identified in Schedule A; and all substitutions therefor and, subject to Section 5, dividends and income derived therefrom.

LIFE INSURANCE - the life insurance policy or policies described on Schedule A and any proceeds derived therefrom, and any amounts held by the insurer as pre-paid premiums or for the payment of future premiums.

2. ACCOUNTS

You absolutely assign and transfer to us all debts, accounts, choses in action, claims, demands, and moneys now due, owing, accruing, or which may hereafter become due, owing or accruing to you, together with all rights, benefits, security interests, mortgages, instruments, rights of action, deeds, books and records and documents now or hereafter belonging to you in respect of or as security for any of the foregoing (collectively called "**Accounts**"). This assignment is and shall be a continuing security to us for the Obligations. All money or any other form of payment received by you in payment of any Accounts shall, following any continuing Event of Default under this Agreement, be received and held by you in trust for us.

3. INVESTMENT PROPERTY

If any of the Collateral consists of Investment Property, (a) you authorize us to transfer such Collateral or any part thereof into our own name or that of our nominee so that we or our nominee may appear of record as the sole owner of such Collateral; provided, that until the occurrence of any continuing Event of Default, we shall deliver promptly to you all notices, statements or other communications received by us or our nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give you or your designee a proxy or proxies to vote and take all action with respect to such Collateral; provided further that after the occurrence of any continuing Event of Default, you waive all rights to be advised of or to receive any notices, statements or communications received by us or our nominee as such registered owner, and agree that no proxy or proxies given to you or your designee by us shall thereafter be effective; and (b) you further agree to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give us "control" of such Investment Property, as defined in the *Securities Transfer Act, 2006* (Ontario), which "control" shall be in such manner as we shall designate in our sole judgment and discretion, including, without limitation, an agreement by any issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by us, whether before or after the occurrence of any continuing Event of Default, without further consent from you.

4. PROCEEDS

You grant us a security interest on all of your property in any form derived directly or indirectly from any use or dealing with any Assets and Undertakings or Accounts or that indemnifies or compensates for Assets and Undertakings destroyed or damaged (all of which property is herein collectively called "**Proceeds**"). Proceeds shall be received and held by you in trust for us.

5. INCOME AND INTEREST ON INVESTMENT PROPERTY

Until the occurrence of any continuing Event of Default, you reserve the right to receive all income from or interest on the Collateral consisting of Investment Property, and if we receive any such income or interest prior to the occurrence of any continuing Event of Default, we agree to pay you such income or interest promptly. After the occurrence of any continuing Event of Default, you will not demand or receive any income from or interest on such Collateral, and if you receive any such income or interest, such income or interest shall be held by you in trust for us in the same medium in which received, shall not be commingled with any of your other assets and shall be delivered to us in the form received, properly endorsed to permit collection, not later than the next business day following the day of its receipt. We may apply the net cash receipts from such income or interest to payment of any of the Obligations, provided that we account for and pay over to you any such income or interest remaining after payment in full of the Obligations.

6. COSTS AND EXPENSES

You agree to pay the costs and expenses we incur to enforce this Agreement, register this Agreement or notice of it, repossess, maintain, preserve, repair or sell the Collateral, or appoint a consultant, receiver, receiver and manager or agent, and to pay interest thereon. You also agree to pay all legal costs and fees (including in-house legal fees, charges and expenses), incurred by us to do any of the above or to defend any legal claim or counterclaim by you or others respecting the manner of our enforcement of, or our right to enforce, this Agreement. You will pay the legal fees incurred by us on a solicitor and own client basis.

7. FREE AND CLEAR

You hereby represent and warrant to us that you are the owner of the Collateral free from any hypothec, mortgage, lien, charge, security interest or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party. You hereby covenant and agree to keep the Collateral free and clear of all taxes, assessments, and security or proprietary interests in favour of third parties. You hereby covenant and agree to not sell, give away, part with possession of or otherwise dispose of any part of the Collateral, (except Inventory sold in the normal course of business and obsolete equipment) without our prior written consent

8. INSURANCE

You will, at your cost, keep the Collateral insured from all risk of loss, theft or damage as are customarily insured by businesses in the industry in which you are engaged. If requested, you will provide us with a copy of the insurance policy. The insurance policy will name us as first loss payee and additional insured. We may, in our absolute discretion, pay any premium due on any insurance policy, including any life insurance policy forming part of the Collateral, and the amount of any premium we pay will be added to and form part of the Obligations.

9. LOCATION OF COLLATERAL

You will keep the Collateral at the location or locations set out on Schedule A. You will not

remove the Collateral from this location (except in the ordinary course of your business) without our prior written consent. If no location is set out on Schedule A, you will keep the Collateral at the address shown below your signature to this Agreement.

10. LIMITATION ON OBLIGATIONS OF CWB MAXIUM

Our sole obligation with respect to the custody, safekeeping and physical preservation of Collateral in our possession shall be to use reasonable care in the custody and safekeeping thereof, and we shall be deemed to have used reasonable care if we deal with such Collateral in the same manner as we deal with similar property for our own account. Neither we nor any of our directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon the Collateral or any part thereof or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any Collateral whether at your request or otherwise.

11. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that:

(a) if applicable, you are a corporation duly existing, or a partnership duly established, under the laws of the jurisdiction of your incorporation or establishment, have all necessary power and authority to own your property and assets, to carry on your business as currently carried on by you and hold all necessary licenses, permits and consents as are required so to own your property and assets and so to carry on business in each jurisdiction in which you do so;

(b) you have the capacity, power and authority and the legal right to execute and deliver, to perform your obligations under, this Agreement, and have taken all necessary action, corporate or otherwise, to authorize the execution and delivery of this Agreement and the performance of your obligations hereunder;

(c) this Agreement constitutes a legal, valid and binding obligation of yours enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;

(d) except for consents which have been obtained and are in full force and effect, no consent of any person is required, or purports to be required, in connection with the execution and delivery of this Agreement by you or the performance of your obligations hereunder;

(e) the execution and delivery by you of this Agreement and the performance of your obligations hereunder will not violate any applicable law or contractual obligation applicable to you; and

(f) the representations and warranties set out in clauses (a) through (e) above or in any certificate or other document delivered to us by you or on your behalf are material, shall be deemed to have been relied upon by us notwithstanding any investigation heretofore or hereafter made by us or on our behalf, shall survive the execution and delivery of this Agreement and shall continue in full force and effect without time limit.

12. REPORTING

You will:

(a) if you are a corporation, a partnership or a sole proprietorship, provide to us accountant-prepared financial statements within 120 days of each of your fiscal year ends;

(b) if you are a pharmacy, provide to us RX reports within 120 days of each of your fiscal year ends;

(c) if you are an individual, provide to us your personal net worth statement upon request by us;

(d) advise us of any Event of Default immediately upon the occurrence of such event;

(e) inform us of any actual or probable material litigation and provide us with copies of all relevant documents upon request; and

(f) provide us with such other information and financial data as we may request from time to time.

13. POSITIVE COVENANTS

You agree to:

(a) make all payments when due or demanded to us (without any condition, deduction, set-off or holdback) at our address noted above (or any other address that we advise);

(b) if applicable, maintain your existence as a corporation, partnership, or sole proprietorship, as the case may be, and keep all material agreements, rights, franchises, licences, operations, contracts or other arrangements in full force and effect;

(c) pay all taxes, which may result in a lien or charge on any of your property and assets;

(d) maintain, protect and preserve the Collateral in good repair and working condition;

(e) provide such security as we may require;

(f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof;

(g) permit us or our authorized representatives full and reasonable access to your premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom;

(h) notify us in writing at least 20 days prior to any change of your name; and

(i) notify us in writing promptly of any significant loss of or damage to the Collateral.

14. NEGATIVE COVENANTS

You will not:

(a) 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 the Collateral, or sign or file under the *Personal Property Security Act* (Ontario) (the "**PPSA**") or similar registry system of any jurisdiction a financing statement which names you as a debtor, or sign any security agreement authorizing any secured party thereunder to file such financing statement creating a security interest in the Collateral;

(b) if you are a corporation, a partnership or a sole proprietorship, as the case may be, permit any change of ownership or change your capital structure without our prior written consent, such consent not to be unreasonably withheld; or

(c) transfer your interest in any part of the Collateral not expressly permitted under this Agreement or change the location(s) of the Collateral without our prior written consent;

(d) make any investment in or acquisition of, or provide any guarantee or other financial assistance to, any other business entity or person without our prior written consent; or

(e) make any payments or distributions including but not limited to dividends, redemption or retraction payments or any other amounts in respect to any of your common shares, preferred shares or any other outstanding capital stock if there is an outstanding default or Event of Default, or any such payment causes a default or an Event of Default.

15. DEFAULT

You shall be in default under this Agreement upon the happening of any of the following events (each, an "**Event of Default**"):

(a) you or any other person liable for the Obligations is in default under any agreement relating to the Obligations or any part thereof;

(b) you or any other person liable for the Obligations is in default under any other loan, debt or obligation owed to anyone else, subject to the passage of any applicable grace period;

(c) you fail to perform any of the terms or conditions of this Agreement or any other agreement between you and us;

(d) you become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for you or for a substantial part of your property without your consent;

(e) bankruptcy, reorganization or insolvency proceedings shall be instituted by or against you;

(f) any statement made by you to induce us to extend credit to you was false in any material respect when made, or becomes false;

(g) anyone takes possession of or applies to any court for possession of the Collateral, or anyone claims to have rights in the Collateral superior to our rights;

(h) if you are an individual, you are declared incompetent by a court, or you die, or, if you are a partnership, a partner dies;

(i) you pledge, encumber, mortgage or otherwise create or permit the continued existence of any lien or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party with respect to any of the Collateral, except for any lien granted by you in our favour;

(j) you incur any indebtedness for borrowed money (including, without limitation, by guaranteeing the obligations of others) outside of the ordinary course of business;

(k) you fail to deliver to us on a timely basis the financial information required by any agreement between us; or

(l) any other event occurs which causes us in good faith, to deem ourselves insecure, or to believe that the Collateral, or any part thereof, or the value thereof, is or is about to be placed in jeopardy.

16. REMEDIES

Upon the occurrence of an Event of Default, we may require you to repay any or all of the Obligations in full, whether matured or not, and we may enforce this Agreement by any method permitted by law, and we may exercise any rights and remedies under applicable law, and we may appoint any person, including our employee, to be an agent, a receiver or receiver and manager (the "**Receiver**") of the Collateral. We and the Receiver shall be entitled to:

(a) seize and possess the Collateral;
(b) carry on your business;
(c) sell, lease or otherwise dispose of the Collateral;
(d) foreclose on the Collateral;
(e) in the case of Life Insurance, exercise any options available to you under the Life Insurance;
(f) demand, sue for and receive Accounts, give effectual receipts and discharges for the Accounts, compromise any Accounts which may seem bad or doubtful to us and give time for payment thereof with or without security;
(g) make any arrangement or compromise in our interest, or
(h) take any other action deemed necessary to carry into effect the provisions of this Agreement.

The Receiver shall be your agent and you shall be solely responsible for the Receiver's actions. We shall not be in any way responsible for any misconduct or negligence on the part of the Receiver. If the proceeds of the realization of the Collateral are insufficient to repay us the Obligations in full, then you forthwith shall pay us such deficiency. The rights and powers in this paragraph are supplemental to and not in substitution for any other rights we may have from time to time.

17. POWER OF ATTORNEY

You irrevocably appoint us your attorney, with power of substitution and appointment, to sign for you, at our option, all documents necessary or desirable to permit us to exercise any of our rights and remedies under this Agreement and to complete the Schedule attached hereto, with the right to use your name and to take proceedings in your name.

18. NON WAIVER BY US

Any breach by you of this Agreement or the occurrence of an Event of Default may only be waived by us in writing. Any waiver by us does not mean that any subsequent breach or Event of Default is also waived. Any failure by us to notify you of an Event of Default shall not be deemed to be a waiver of such Event of Default. No course of conduct or omission on our part or on your part shall give rise to any expectation by you that we will not insist on strict compliance with the terms of this Agreement.

19. DEALING WITH SECURITY INTEREST

We may take and give up any of the Collateral or modify or abstain from perfecting or taking advantage of our security interest in the Collateral and otherwise deal with any of the Collateral as we shall see fit without prejudice to your liability or to our rights under this Agreement or at law.

20. PAY ENCUMBRANCES

We or the Receiver may pay any encumbrance that may exist or be threatened against the Collateral. In addition, we or the Receiver may borrow money required for the maintenance, preservation or protection of the Collateral and may grant further security interests in the Collateral in priority to the secured interest created hereby as security for the money so borrowed. In every such case, the amounts so paid or borrowed together with costs, charges, and expenses incurred in connection therewith shall become part of the Obligations, shall bear interest at the highest rate per annum charged by us on the Obligations and shall be secured by this Agreement.

21. PAYMENTS

We shall have the right to appropriate any payment made by you to any of your Obligations as we see fit, and to revoke or alter any such appropriation.

22. DEFINITIONS

In this agreement "you", "your" and "yours" refer to the Customer named above. "We", "our", "ours", and "us" refer to CWB Maxium Financial Inc.

23. CONTINUING EFFECTIVENESS

This Agreement shall be a continuing agreement in every respect, securing the payment of the Obligations. If any part of this Agreement is invalid or void, the remaining terms and provisions of this Agreement shall remain in full force and effect.

24. ACKNOWLEDGEMENT & WAIVER

You acknowledge receipt of a copy of this Agreement. You waive any right you may have to receive a copy of any financing statement, verification statement, or similar document we register or that we may receive by way of confirmation of a security registration in respect of this Agreement or any agreement amending, supplementing or replacing it.

25. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon you, your heirs and your successors and assigns and shall enure to our benefit and to the benefit of our successors and assigns; provided that you shall not assign any of your rights or obligations hereunder without our prior written consent. We may assign our rights under this Agreement without your consent and without providing you notice of such assignment. This Agreement shall continue in full force and effect notwithstanding any change in the composition of or membership of any firm or corporation, which is a party hereto.

26. NOTICES

Any notice required to be given under this Agreement may be delivered directly to you or us or may be sent by prepaid registered mail addressed to our address shown above or your address shown below, or such further address as we or you may notify to the other in writing from time to time, and if so given the notice shall be deemed to have been given on the day of delivery or the day when it is deemed or otherwise considered to have been received for the purposes of the PPSA, as the case may be.

27. DISCHARGE

If you pay us all of the Obligations secured by this Agreement and otherwise observe and perform the terms and conditions hereof, then we shall, at your request and expense, release and discharge the security interest created by this Agreement and execute and deliver to you such deeds and other instruments as shall be required to effect any such release and discharge.

28. ENTIRE AGREEMENT

You acknowledge that this is the entire agreement between you and us and there are no other written or oral representations or warranties, which apply to the Collateral or to this Agreement. This Agreement may only be amended by an agreement in writing signed by us.

29. NO MERGER

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish your liability to make payment of or satisfy the Obligations.

30. FURTHER ASSURANCES

You shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered every such further act, deed, conveyance, instrument, transfer, assignment, security agreement and assurance as we may reasonably require in order to give effect to the provisions and purposes of this Agreement.

31. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

Name: Joseph Chetti

Title: Owner / President

BY:

Name:

Title:

Address: 7110 4th Line
Tottenham, Ontario L0G 1W0

TAB I

This is Exhibit "I" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province o f Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/ 20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

From: Lindsay MacMillan
Sent: July 2, 2021 12:46 PM
To: darlene@woodingtonlake.com
Cc: Toby McHale <toby.mchale@turfcare.ca>
Subject: Lease Documentation

Good afternoon,

Please see attached lease documentation for your review and signature. Please have signed where indicated and return signed copies to me via email, along with the following;

- ✓ Copy of void cheque
- ✓ Clear copy of valid drivers license for Joseph Chetti
- ✓ Please ensure all places marked with a RED X are completed to avoid delays
- ✓ Please ensure that the individual signature for Joseph Chetti is witnessed as indicated

If you have any questions, please feel free to reach out directly.
Thank you,

Lindsay MacMillan
Manager, Administration
Off: 905-836-0988 x7112
Cell:416-892-2566
Lindsay.MacMillan@turfcare.ca
TURF CARE FINANCIAL
BEST MANAGED COMPANIES

TURF CARE FINANCIAL

LEASE AGREEMENT

CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905) 836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	4

LESSEE	CO-LESSEE
Woodington Management Inc. o/a Woodington Lake Golf Club 7110 4th Line Tottenham, Ontario L0G1W0 PHONE 905.936.4343 FAX CONTACT Joseph Chetti	Joseph Chetti 156 Capner Court Kleinburg, Ontario L0J1C0

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
1	Turf Care		Toro Multipro 5800G s/n	$45,000.00
			EQUIPMENT COST	$45,000.00

PAYMENT DETAILS

COMMENCEMENT DATE	Jul-01-2021				TERM	52	Monthly in Advance
NO OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
4	Jul-01-2021	Oct-01-2021	$1,855.00	$0.00	$0.00	$241.15	$2,096.15
6	Nov-01-2021	Apr-01-2022	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2022	Oct-01-2022	$1,855.00	$0.00	$0.00	$241.15	$2,096.15
6	Nov-01-2022	Apr-01-2023	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2023	Oct-01-2023	$1,855.00	$0.00	$0.00	$241.15	$2,096.15
6	Nov-01-2023	Apr-01-2024	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2024	Oct-01-2024	$1,855.00	$0.00	$0.00	$241.15	$2,096.15
6	Nov-01-2024	Apr-01-2025	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2025	Oct-01-2025	$1,855.00	$0.00	$0.00	$241.15	$2,096.15

FAIR MARKET VALUE PURCHASE PRICE		After payment # 52 due Oct-31-2025
for a deemed Fair Market Value of	$ 1.00	or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment # 52
SECURITY DEPOSIT:	$0.00	

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial

PLEASE ATTACH A SAMPLE VOID CHEQUE

The undersigned acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial which shall be evidenced by the acceptance and execution below by Turf Care Financial.

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement.

ACCEPTED BY:

Care Lending Group Inc. o/a Turf Care Financial

BY: ____________________
NAME: ____________________
TITLE: ____________________
DATE: ____________________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X ____________________
NAME: Joseph Chetti
TITLE: President
DATE: ____________________

BY: X ____________________
NAME: Joseph Chetti
Individually

BY: X ____________________
NAME: ____________________
Witness

TURF CARE FINANCIAL

DELIVERY AND ACCEPTANCE CERTIFICATE

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905)836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	4

By signing this Delivery and Acceptance Certificate, You acknowledge having read Your supplier's agreement and understand it.
You also agree all of the items:

1) have been delivered and / or installed;
2) are in good operating order and condition;
3) are in all respects satisfactory; and
4) have been accepted.

EQUIPMENT DESCRIPTION
MANUFACTURER / DESCRIPTION / SERIAL NUMBERS

1	Toro Multipro 5800G s/n

INSURANCE INFORMATION

You certify that the Equipment is insured for its full replacement cost as outlined in the agreement, under the policy detailed below:

AGENT/BROKER: ______________________

PHONE NO.: ______________________ FAX NO.: ______________________

INSURANCE CO.: ______________________

POLICY NO.: ______________________

DELIVERY DATE: ______________________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X ______________________

NAME: Joseph Chetti

TITLE: President

BY: X ______________________

NAME: Joseph Chetti
Individually

BY: X ______________________

NAME: ______________________
Witness

TURF CARE FINANCIAL

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") IS MADE BETWEEN **CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL**, a company with its address at 200 Pony Drive Newmarket, Ontario L3Y 7B6 (referred to as "we", "our", "ours" and "us" in this Agreement) and **Woodington Management Inc. o/a Woodington Lake Golf Club, A Corporation** with its address at **7110 4th Line Tottenham, Ontario L0G 1W0** and **Joseph Chetti, An Individual with a principal residence at 156 Capner Ct. Kleinburg, Ontario L0J 1C0** (referred to as "you", "your" and "yours" in this Agreement).

For valuable consideration, the receipt of which is hereby acknowledged by you and by us, we hereby agree with you as follows:

1. Agreement to Lease. We agree to lease you the Equipment (this term and certain other capitalized terms have the meanings specified in section 2 hereof or as defined elsewhere in this Agreement) and you agree to lease the Equipment from us on the terms and conditions specified in this Agreement. You agree with us that the terms and conditions of this Agreement shall be binding upon the parties upon the execution of this Agreement by them and shall remain in force until the last day of the Term of this Agreement (except with respect to such liabilities and obligations as are stated herein to survive after the end of the Term).

2. Certain Definitions: "**Agreement**" means, collectively, this agreement, the attached Lease Schedule, the Delivery and Acceptance Certificate and any other related agreements or documents referred to separately herein or therein. "**Delivery and Acceptance Certificate**" means, with respect to the Equipment, a certificate in the form prescribed by us (or in such other form as may be acceptable to us) to evidence the delivery to and acceptance by you of the Equipment. "**Discounted Fair Market Value**" means, with respect to the Equipment, the present value of the Fair Market Value of the Equipment at a specified date, discounted to the date of calculation at the Discount Rate. "**Discounted Purchase Price**" means, with respect to the Equipment, the present value of the purchase price for the Equipment at a specified date, discounted from the day on which such purchase price may be exercised to the date of calculation at the Discount Rate. "**Discount Rate**" means the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the Term remaining in this Agreement. "**Discounted Rents**" means, with respect to the Equipment, the present value of all instalments of Rent during the Term of this Agreement that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which such instalments would otherwise be payable to the date of calculation at the Discount Rate. "**Effective Date**" means the date on which the Equipment is delivered to and accepted by you as indicated in the Delivery and Acceptance Certificate. "**Equipment**" means the personal property described in the attached Lease Schedule, together with all accessions and attachments thereto from time to time. "**Fair Market Value**" means, with respect to the Equipment as at a particular date, the fair market value of the Equipment on such date specified in this Agreement or, if not so specified, the price for the Equipment that we determine would be paid on such date in an open and unrestricted market by a willing purchaser to a willing vendor each of whom is acting at arm's length and is under no compulsion to act. "**Initial Term**" means, with respect to this Agreement, the period referred to in section 3 hereof. "**Rent**" means the amounts payable by you as rent or lease payments hereunder as specified in the attached Lease Schedule or section 4 and such other amounts payable by you hereunder and thereunder, including amounts specified in sections 16 and 23 hereof. "**Term**" means the Initial Term and any renewal or extension thereof from time to time in effect whether pursuant to section 22 hereof or as otherwise agreed upon by you and us.

3. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue, from the Effective Date, or if the Effective Date is not the first day of a calendar month then from the first day of the next calendar month after the Effective Date, for the number of months specified in the attached Lease Schedule.

4. Rent. You shall pay us Rent in the amounts and at the times specified in the attached Lease Schedule and in section 22 hereof, as applicable. If the Effective Date is not the first day of a calendar month, Rent shall commence and be payable on the first day of the next calendar month. Any security deposit made by you with us under this Agreement may be applied by us in payment of any Rent or other amount under this Agreement that is not paid by you when due and payable, and if not so applied shall be applied against your liability to pay the final instalment of Rent hereunder. Your obligation to pay Rent and perform all your other obligations hereunder shall be unconditional in all circumstances, and for greater certainty shall not be reduced or terminated if the Equipment does not operate as expected or as specified. All Rent and other amounts payable by you under this Agreement shall be paid when due without set-off, counterclaim, abatement or other reduction.

5. Taxes. You shall pay when due, and shall indemnify us against, any liability in respect of all taxes and other governmental charges (except income taxes payable by us on our net taxable income) applicable from time to time to the Rent and other amounts payable by you under this Agreement.

6. Equipment Selection and Warranties. You acknowledge that you selected the Equipment and the manufacturer and supplier thereof, and the Equipment purchased by us was made at your specific request. We do not make, shall not be deemed to have made and hereby disclaim any representations or warranties as to the operating or other condition, quality, fitness for any purpose, merchantability or marketability of the Equipment, whether arising by statute, common law, equity or otherwise. We assign to you during the Term of this Agreement all assignable warranty rights provided to us by the manufacturer or supplier of the Equipment.

7. Maintenance and Inspection of Equipment. You shall keep the Equipment in good repair and operating condition, and maintain the Equipment and all accessories and attachments thereto in safe and good mechanical condition and running order at all times and to furnish all supplies, accessories, and other essentials required for the use or operation of the Equipment. You shall install and maintain the Equipment so as to not void and to keep in full force and effect all manufacturers' warranties relating thereto, and, if required for such purpose, you will enter into, and maintain in full force and effect at all times during the Term of this Agreement, a maintenance agreement with the manufacturer or other reliable supplier of maintenance services acceptable to us with respect to the Equipment. At our request, you will furnish us with evidence of each such maintenance agreement. You agree to permit us and our representatives during normal business hours and on reasonable prior notice to inspect the Equipment. All supplies consumed or required by the Equipment shall meet the manufacturer's specifications and shall be furnished by you at your expense. All maintenance and service charges relative to the Equipment, whether under a maintenance agreement or otherwise, shall be paid by you.

8. Alterations and Modifications. You may, at your expense, make alterations in, add attachments to or upgrade the Equipment (the "**Additions**"), provided that any Addition shall not (a) interfere with the normal operation of the Equipment, (b) impair the value or utility of the Equipment or affect any warranty relating thereto, or (c) subject the Equipment to any hypothecs, liens, security interests, claims or other encumbrances. All Additions shall become our property if not removed by you prior to the end of the Term of this Agreement. The removal of any Addition shall be at your expense, and shall be done without damaging the Equipment, and after such removal you will ensure that the Equipment is restored to its original condition and utility prior to such Addition (reasonable wear and tear excepted). The manufacturer may incorporate engineering changes or make temporary alterations to the Equipment upon your request. If any Addition interferes with the normal and satisfactory operation or maintenance of the Equipment so as to increase the cost of maintenance or create a safety hazard, you will, at your expense, promptly remove such Addition and restore the Equipment to its original condition and utility prior to such Addition (reasonable wear and tear excepted).

9. Title and Security. We shall retain title to and ownership of the Equipment at all times prior to your exercise of any purchase price with respect thereto specified in this Agreement. We may make such registrations against you or otherwise under applicable personal property security laws or similar legislation as are deemed necessary to evidence and protect our interest in the Equipment. To the extent that this Agreement is determined to be a financing lease or not a true lease under any applicable personal property security laws, then with respect to this Agreement and to secure the payment and performance by you of all your obligations under this Agreement, you hereby grant us a security interest in your right, title and interest, now existing and hereafter arising, in and to, (a) the Equipment, (b) all insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of the Equipment, and (c) all books, records and proceeds relating to the foregoing.

10. No Cancellation. This Agreement may not be cancelled or terminated by us or by you during the Term hereof, except as expressly provided in this Agreement.

11. Entire Agreement. This Agreement shall constitute a separate and complete agreement between you and us with respect to the Equipment.

12. Use and Location. So long as no Customer Default exists, we will not disturb your quiet enjoyment of the Equipment during the Term of this Agreement. You shall operate the Equipment (i) for business purposes, (ii) in a safe and lawful manner, by competent and duly qualified personnel in accordance with applicable manufacturer's manuals and instructions, and (iii) in compliance with all federal, provincial, state and municipal statutes, ordinances, regulations and by-laws which may be applicable to the leasing, use or operation of the Equipment. In addition, you shall prepare and furnish to us all documents, returns or forms legally required to be prepared by you in relation to the Equipment. You shall be solely responsible for, and indemnify us against, any fines or penalties assessed for violations of any statute, ordinance, by-law or regulation of any governmental authority, as a result of the use or operation of the Equipment by you or any third party, and shall keep the Equipment free from any hypothecs, security interests, claims, liens and encumbrances. You agree to operate only the Equipment which has insurance coverage as provided herein and to comply with all conditions of insurance related to the Equipment. You will ensure that at all times the Equipment remains personal and moveable property and shall not become affixed to any real property. The Equipment may not be removed from any location specified in the attached Lease Schedule except upon prior written notice to and consent by us in each instance, and in no event may the Equipment be removed outside any province or jurisdiction in which the Equipment is to be located as specified in the attached Lease Schedule or as otherwise agreed upon by us with you.

13. Damage and Loss. Notwithstanding section 9 hereof, you shall bear all risk of loss of and damage to the Equipment at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder. You shall promptly notify us of any damage to the Equipment and shall ensure that such damage is promptly repaired at your expense. Notwithstanding the foregoing, if the Equipment is damaged beyond practical repair in our judgement, or is destroyed, lost, stolen or otherwise taken from you, legally or otherwise, you shall within 10 days of such event either (a) pay us the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement with respect to the Equipment, together with the Discounted Purchase Price at such time that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, the Discounted Fair Market Value at such time of the Equipment as at the end of the Initial Term), and upon receipt by us of such payment, all of our right, title and interest in and to the Equipment shall be transferred to you on an "as is, where is" basis without representation or warranty of any kind or nature and any liabilities relative to the Equipment which we or you may have shall be released (except such liabilities and obligations as are stated herein to survive after the end of the Term of this Agreement), or (b) provided no Customer Default exists under this Agreement, replace the Equipment with equipment of equal or greater value and utility (as determined by us) by conveying good and marketable title to such replacement equipment to us free

and clear of all liens, hypothecs, security interests, claims and other encumbrances. Upon any such conveyance the replacement equipment (which shall thereafter be included as Equipment for all purposes of this Agreement) shall be subject to this Agreement in all respects as if it were the replaced Equipment.

14. Insurance. You will provide and maintain at your expense, with respect to each unit of Equipment; (a) property insurance against the loss, theft, or destruction of, or damage to, or other risks of loss relative to, the Equipment as are customarily insured by "all risks" policies on similar equipment and by businesses in the industry in which you are engaged for the full replacement value of the Equipment, naming us as a first loss payee, b) public liability and third party property insurance, naming us as an additional insured and c) creditor life and disability coverage where the benefit amounts fully cover your lease obligations for the entire Term of this Agreement, naming us as the beneficiary. You will give us certificates or other evidence of such insurance when requested provided, however, that we shall not be under any duty either to ascertain the existence of or to examine such insurance or to advise you in the event that the insurance coverage does not comply with the requirements hereof. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance written notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we will have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the Term of this Agreement, from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance, and our fees placing and maintaining such insurance (collectively, "**Insurance Charge**") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal instalments allocated to the remaining Rent payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

15. Assignment. You shall not part with possession or control of all or any part of the Equipment, or sublease, assign, sell or dispose of your interest in the Equipment or in this Agreement. We may assign all or any of our rights in the Equipment or this Agreement without your consent or notice to you.

16. Indemnity. You shall indemnify us against, and save us harmless from, any and all damages, claims, actions, obligations and liabilities caused by or resulting from the installation or removal of the Equipment, the possession, use and operation of the Equipment, or our ownership of the Equipment, at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder and for a period of two years after the end of the Term of this Agreement. Such indemnity shall include our legal fees and costs arising from any of the foregoing and any payment made by us in settlement of any of the foregoing. Notwithstanding any other provision hereof, the indemnity contained in this section shall survive termination or expiration of this Agreement.

17. Default. It shall be a default under this Agreement if (each a "**Customer Default**") (a) you fail to pay any Rent or other amount when due and payable hereunder or under any other lease or other agreement with us, (b) you fail to observe or perform any other covenant or obligation therein or in any other lease or other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) you make a representation in this Agreement that is materially incorrect, (d) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (e) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (f) the Equipment is seized by any creditor of yours, (g) the primary nature of your business changes subsequent to the Effective Date of this Agreement, (h) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (i) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Effective Date of this Agreement.

18. Rights and Obligations on Default. Upon the occurrence of any Customer Default under this Agreement, we may in our sole discretion, in addition to any other rights and remedies available to us, exercise one or more of the following rights and remedies: (a) perform any obligation that you have failed to perform under this Agreement, in which case an amount equal to all expenses incurred by us in such performance shall be immediately payable by you to us on demand, it being understood that no such performance by us shall cure or be deemed to have cured any Customer Default as a result of such failure to perform by you; (b) require you to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement; (c) enter any place where the Equipment is located and take possession of and remove the Equipment without court order or other process of law, or require you to (in which case you shall promptly), at your expense, return the Equipment to us at our nearest office or to such other place as we direct; and (d) terminate this Agreement (but without releasing any of your obligations then due hereunder and any other liabilities which are stated herein to survive termination). To the extent permitted by law, you waive the benefit of all laws governing the seizure and sale or other disposition of the Equipment upon default. We shall not be responsible for any expense or damage that may be incurred by you as a result of our exercising any of the foregoing rights and remedies unless due to our gross negligence or wilful misconduct. If we take possession of the Equipment, we may store, repair or recondition the Equipment and sell, lease or otherwise dispose of the Equipment for such amounts and on such terms and conditions as we may determine in our sole discretion. Any proceeds of any such sale, lease or other disposition when actually received in cash by us shall be applied first to reimburse us for all expenses, commissions, fees and disbursements incurred by us in connection with such repossession, storage, repair, reconditioning, sale, lease or other disposition, and any balance thereof in excess of the Discounted Purchase Price that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, in excess of the Discounted Fair Market Value of the Equipment as at the end of the Initial Term) will be applied, first, against your obligations under this Agreement, and subsequently, against such of your obligations as are then due and payable under any other lease or any other agreement with us. You shall remain liable for any deficiency remaining under this Agreement and under any other lease or other agreement with us. If we enforce any provision of this Agreement on default, you shall reimburse us on demand for all expenses including legal fees and disbursements on a solicitor and own client basis, incurred by us in connection with such enforcement.

19. Waivers. All waivers given by us hereunder must be in writing, and any such waiver will apply only to the single instance for which it is given, and will not apply for any other instance, whether of the same nature or otherwise. We alone may waive any of your obligations under this Agreement. This Agreement may be amended only by our written agreement with you.

20. Administration Charges. You shall pay interest on any overdue amount under this Agreement at the rate of 18% per annum, calculated monthly. If any direction for payment made by you with respect to any amount payable hereunder to us is not honoured for any reason by the person to whom such direction has been given, you shall pay us a service charge of $100 for each instance. You shall reimburse us on demand for all administrative expenses incurred by us as a result of any amendment to this Agreement that has been requested by you and agreed to by us.

21. Pre-Authorized Payments. You shall pay us all instalments of Rent and other amounts under this Agreement by means of pre-authorized payments.

22. End of Term Options. Not later than three months prior to the last day of the Initial Term of this Agreement, you shall give us irrevocable notice of your intention to:

(a) on or before such last day, return the Equipment to us at our nearest office or as we otherwise direct, in which case you will pay all expenses in connection with such return including de-installation, packing, crating, loading, rigging and transportation; or

(b) on such last day, purchase the Equipment from us (on an "as is, where is" basis and without representation or warranty of any kind or nature) for a price equal to its then Fair Market Value.

If you give us the notice required above and fail to comply therewith, the Term of this Agreement shall be extended for an additional period equal to the greater of three months or the period between each required payment of Rent during the Term. In addition to any extension as contemplated by the preceding sentence, if you fail to give us the notice required above (whether prior to the end of the Initial Term of this Agreement or any extension thereof), the Term of this Agreement shall be extended for an additional period equal to the period between each required payment of Rent during the Term. In each case the Rent payable during such extension shall be, for greater certainty, the Rent in effect on the last day prior to such extension, unless we agreed in writing with you that other Rent be applicable in such circumstance.

23. Remarketing. If you elect to return the Equipment as specified in section 22, we may dispose of the Equipment in a commercially reasonable manner given the state of repair of the Equipment. For the purpose hereof, Net Proceeds means net proceeds of disposition received by us after deducting all reasonable expenses of disposition including, without limitation, storage, audit, testing, cleaning, repair, commission, insurance and advertising. If the Net Proceeds with respect to the Equipment are less than the Fair Market Value of the Equipment, you will promptly pay us as a final adjustment of Rent with respect to the Equipment an amount equal to such deficiency, plus applicable sales taxes, without abatement, set-off, counterclaim or other deduction. We will determine the final adjustment with respect to any unit of Equipment when the Equipment is disposed of and shall render a statement to you. If we have been unable to sell any unit of Equipment within 30 days after the end of the Initial Term, then the Net Proceeds will be deemed to be $1 and you will pay us not later than 35 days after the end of the Initial Term the deficiency between the deemed Net Proceeds of $1 and the Fair Market Value of the Equipment.

24. Credit Investigation and Financial Statements. You consent to any credit investigation carried out by us. At our request you will deliver to us any financial or other information related to you as reasonably requested by us to further our credit investigation. In addition and if requested by us, you will deliver within 120 days of your fiscal year end, a copy of your financial statements for such fiscal year or, if audited, your audited financial statements together with the opinion of the auditor.

25. Clerical Errors; Serial Numbers. You authorize us to correct any clerical errors in this Agreement and to include in this Agreement the serial numbers of the Equipment that is subject thereto. We shall promptly advise you of any such correction and serial numbers.

26. Representation and Warranty. You represent and warrant that this Agreement has been duly authorized, executed and delivered by you, and constitutes a legal, valid and binding agreement of yours enforceable against you in accordance with its terms. You further represent and warrant that any and all financial and other information provided to us is accurate and complete.

27. Notice. Any notice under this Agreement shall be in writing and shall be given by pre-paid registered mail, by facsimile, or by delivery to the person to whom it is addressed. A notice so given shall be deemed to have been received on the fifth day following posting in Canada, or if given by facsimile or delivered, on the day of

transmission or delivery if such day is a business day in Toronto or, if not, on the next following business day in Toronto.

28. General. This Agreement will be interpreted with all changes to number and gender as the context requires. If you sign this Agreement with another person, each of you will be jointly and severally liable as lessee hereunder. Time is of the essence of this Agreement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. In the event of any inconsistency between the terms of the attached Lease Schedule and the terms of this Agreement, the terms of the attached Lease Schedule shall prevail. If any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement to the extent of such illegality or unenforceability and the remaining provisions of this Agreement shall remain in full force and effect.

29. Language. The parties hereto expressly request and require that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette Convention et tous les documents qui s'y rattachent soient rédigés en Anglais.

30. Further Assurances. You acknowledge that we may require additional security depending on the results of our credit investigation and your organizational structure. If we require such additional security, we shall inform you of the form and nature of the additional security and required documentation and it shall be a condition to our entering into this Agreement with you that such additional security is obtained and the necessary documentation executed by you.

32. Counterparts. This Agreement may be executed and in any number of counterparts and on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

33. Law. This Agreement shall be governed in accordance with the laws of the Province of Ontario, and you attorn to the jurisdiction of the courts of such Province.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day of July, 2021.

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL

BY: ______________________________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X ______________________________
Name: Joseph Chetti
Title: President

BY: X ______________________________
Joseph Chetti
Individually

BY: X ______________________________
Name:

Witness

Care Lending Group Inc. o/a Turf Care Financial

200 Pony Drive
Newmarket, Ontario L3Y 7B6

General Security Agreement

Customer: **Woodington Management Inc. o/a Woodington Lake Golf Club** Date: ____________

SECURITY INTEREST

In consideration of our dealing with or continuing to deal with you, you grant to us a continuing security interest in all of your Assets and Undertakings (defined below) and an assignment of your Accounts (defined below). The Assets and Undertakings over which you have granted us a security interest hereby, the Accounts assigned to us, together with the Proceeds (defined below) thereof, are herein collectively called the **"Collateral"**. You agree that we have not agreed to postpone the time for attachment of the security interest granted hereby with respect to your presently existing Collateral, that such security interest shall attach to any Collateral acquired after the date hereof as soon as you obtain rights in such Collateral and that value has been given.

INDEBTEDNESS AND LIABILITY SECURED

You agree that the obligations secured by the security interest granted hereby (collectively, the **"Obligations"**) include, without limitation, all your present and future obligations, indebtedness and liability to us, direct and indirect, absolute and contingent, whether matured or not matured, and include all costs and expenses (including legal fees and expenses) incurred by us in connection with our dealings with you.

1. DEFINITIONS OF COLLATERAL

ASSETS AND UNDERTAKINGS - all of your present and after acquired personal property and undertakings including without limitation, Inventory, Equipment, Deposits and Credit Balances, Investment Property, Life Insurance (all as defined herein), all intangible and intellectual property, and all real and immovable property both freehold and leasehold, except for the last day of the term of any lease.

INVENTORY - all presently owned and after acquired goods and other property held for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process, or materials used or consumed in your business or profession.

EQUIPMENT - all presently owned and after acquired goods that are owned by you other than Inventory and consumer goods.

DEPOSITS AND CREDIT BALANCES - all monies and credit balances which are now or may hereafter be on deposit with or standing to your credit with us, and/or with any of our subsidiaries and affiliates, up to the amount set out on Schedule A (or all deposit and credit balances, if no amount is set out on Schedule A) and any amount of interest due or accruing due to you in connection with any such deposit or credit balance.

INVESTMENT PROPERTY - all present and future investment property held by you, including securities, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of yours in property or in an enterprise or which constitute evidence of an obligation of the issuer (collectively called **"Investment Property"**) including, without limitation, any Investment Property specifically identified in Schedule A; and all substitutions therefor and, subject to Section 5, dividends and income derived therefrom.

LIFE INSURANCE - the life insurance policy or policies described on Schedule A and any proceeds derived therefrom, and any amounts held by the insurer as pre-paid premiums or for the payment of future premiums.

2. ACCOUNTS

You absolutely assign and transfer to us all debts, accounts, choses in action, claims, demands, and moneys now due, owing, accruing, or which may hereafter become due, owing or accruing to you, together with all rights, benefits, security interests, mortgages, instruments, rights of action, deeds, books and records and documents now or hereafter belonging to you in respect of or as security for any of the foregoing (collectively called **"Accounts"**). This assignment is and shall be a continuing security to us for the Obligations. All money or any other form of payment received by you in payment of any Accounts shall, following any continuing Event of Default under this Agreement, be received and held by you in trust for us.

3. INVESTMENT PROPERTY

If any of the Collateral consists of Investment Property, (a) you authorize us to transfer such Collateral or any part thereof into our own name or that of our nominee so that we or our nominee may appear of record as the sole owner of such Collateral; provided, that until the occurrence of any continuing Event of Default, we shall deliver promptly to you all notices, statements or other communications received by us or our nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give you or your designee a proxy or proxies to vote and take all action with respect to such Collateral; provided further that after the occurrence of any continuing Event of Default, you waive all rights to be advised of or to receive any notices, statements or communications received by us or our nominee as such registered owner, and agree that no proxy or proxies given to you or your designee by us shall thereafter be effective; and (b) you further agree to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give us "control" of such Investment Property, as defined in the *Securities Transfer Act, 2006* (Ontario), which "control" shall be in such manner as we shall designate in our sole judgment and discretion, including, without limitation, an agreement by any issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by us, whether before or after the occurrence of any continuing Event of Default, without further consent from you.

4. PROCEEDS

You grant us a security interest on all of your property in any form derived directly or indirectly from any use or dealing with any Assets and Undertakings or Accounts or that indemnifies or compensates for Assets and Undertakings destroyed or damaged (all of which property is herein collectively called **"Proceeds"**). Proceeds shall be received and held by you in trust for us.

5. INCOME AND INTEREST ON INVESTMENT PROPERTY

Until the occurrence of any continuing Event of Default, you reserve the right to receive all income from or interest on the Collateral consisting of Investment Property, and if we receive any such income or interest prior to the occurrence of any continuing Event of Default, we agree to pay you such income or interest promptly. After the occurrence of any continuing Event of Default, you will not demand or receive any income from or interest on such Collateral, and if you receive any such income or interest, such income or interest shall be held by you in trust for us in the same medium in which received, shall not be commingled with any of your other assets and shall be delivered to us in the form received, properly endorsed to permit collection, not later than the next business day following the day of its receipt. We may apply the net cash receipts from such income or interest to payment of any of the Obligations, provided that we account for and pay over to you any such income or interest remaining after payment in full of the Obligations.

6. COSTS AND EXPENSES

You agree to pay the costs and expenses we incur to enforce this Agreement, register this Agreement or notice of it, repossess, maintain, preserve, repair or sell the Collateral, or appoint a consultant, receiver, receiver and manager or agent, and to pay interest thereon. You also agree to pay all legal costs and fees (including in-house legal fees, charges and expenses), incurred by us to do any of the above or to defend any legal claim or counterclaim by you or others respecting the manner of our enforcement of, or our right to enforce, this Agreement. You will pay the legal fees incurred by us on a solicitor and own client basis.

7. FREE AND CLEAR

You hereby represent and warrant to us that you are the owner of the Collateral free from any hypothec, mortgage, lien, charge, security interest or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party. You hereby covenant and agree to keep the Collateral free and clear of all taxes, assessments, and security or proprietary interests in favour of third parties. You hereby covenant and agree to not sell, give away, part with possession of or otherwise dispose of any part of the Collateral, (except Inventory sold in the normal course of business and obsolete equipment) without our prior written consent

8. INSURANCE

You will, at your cost, keep the Collateral insured from all risk of loss, theft or damage as are customarily insured by businesses in the industry in which you are engaged. If requested, you will provide us with a copy of the insurance policy. The insurance policy will name us as first loss payee and additional insured. We may, in our absolute discretion, pay any premium due on any insurance policy, including any life insurance policy forming part of the Collateral, and the amount of any premium we pay will be added to and form part of the Obligations.

9. LOCATION OF COLLATERAL

You will keep the Collateral at the location or locations set out on Schedule A. You will not

remove the Collateral from this location (except in the ordinary course of your business) without our prior written consent. If no location is set out on Schedule A, you will keep the Collateral at the address shown below your signature to this Agreement.

10. LIMITATION ON OBLIGATIONS OF CWB MAXIUM

Our sole obligation with respect to the custody, safekeeping and physical preservation of Collateral in our possession shall be to use reasonable care in the custody and safekeeping thereof, and we shall be deemed to have used reasonable care if we deal with such Collateral in the same manner as we deal with similar property for our own account. Neither we nor any of our directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon the Collateral or any part thereof or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any Collateral whether at your request or otherwise.

11. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that:

(a) if applicable, you are a corporation duly existing, or a partnership duly established, under the laws of the jurisdiction of your incorporation or establishment, have all necessary power and authority to own your property and assets, to carry on your business as currently carried on by you and hold all necessary licenses, permits and consents as are required so to own your property and assets and so to carry on business in each jurisdiction in which you do so;

(b) you have the capacity, power and authority and the legal right to execute and deliver, to perform your obligations under, this Agreement, and have taken all necessary action, corporate or otherwise, to authorize the execution and delivery of this Agreement and the performance of your obligations hereunder;

(c) this Agreement constitutes a legal, valid and binding obligation of yours enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;

(d) except for consents which have been obtained and are in full force and effect, no consent of any person is required, or purports to be required, in connection with the execution and delivery of this Agreement by you or the performance of your obligations hereunder;

(e) the execution and delivery by you of this Agreement and the performance of your obligations hereunder will not violate any applicable law or contractual obligation applicable to you; and

(f) the representations and warranties set out in clauses (a) through (e) above or in any certificate or other document delivered to us by you or on your behalf are material, shall be deemed to have been relied upon by us notwithstanding any investigation heretofore or hereafter made by us or on our behalf, shall survive the execution and delivery of this Agreement and shall continue in full force and effect without time limit.

12. REPORTING

You will:

(a) if you are a corporation, a partnership or a sole proprietorship, provide to us accountant-prepared financial statements within 120 days of each of your fiscal year ends;

(b) if you are a pharmacy, provide to us RX reports within 120 days of each of your fiscal year ends;

(c) if you are an individual, provide to us your personal net worth statement upon request by us;

(d) advise us of any Event of Default immediately upon the occurrence of such event;

(e) inform us of any actual or probable material litigation and provide us with copies of all relevant documents upon request; and

(f) provide us with such other information and financial data as we may request from time to time.

13. POSITIVE COVENANTS

You agree to:

(a) make all payments when due or demanded to us (without any condition, deduction, set-off or holdback) at our address noted above (or any other address that we advise);

(b) if applicable, maintain your existence as a corporation, partnership, or sole proprietorship, as the case may be, and keep all material agreements, rights, franchises, licences, operations, contracts or other arrangements in full force and effect;

(c) pay all taxes, which may result in a lien or charge on any of your property and assets;

(d) maintain, protect and preserve the Collateral in good repair and working condition;

(e) provide such security as we may require;

(f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof;

(g) permit us or our authorized representatives full and reasonable access to your premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom;

(h) notify us in writing at least 20 days prior to any change of your name; and

(i) notify us in writing promptly of any significant loss of or damage to the Collateral.

14. NEGATIVE COVENANTS

You will not:

(a) 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 the Collateral, or sign or file under the *Personal Property Security Act* (Ontario) (the **"PPSA"**) or similar registry system of any jurisdiction a financing statement which names you as a debtor, or sign any security agreement authorizing any secured party thereunder to file such financing statement creating a security interest in the Collateral;

(b) if you are a corporation, a partnership or a sole proprietorship, as the case may be, permit any change of ownership or change your capital structure without our prior written consent, such consent not to be unreasonably withheld; or

(c) transfer your interest in any part of the Collateral not expressly permitted under this Agreement or change the location(s) of the Collateral without our prior written consent;

(d) make any investment in or acquisition of, or provide any guarantee or other financial assistance to, any other business entity or person without our prior written consent; or

(e) make any payments or distributions including but not limited to dividends, redemption or retraction payments or any other amounts in respect to any of your common shares, preferred shares or any other outstanding capital stock if there is an outstanding default or Event of Default, or any such payment causes a default or an Event of Default.

15. DEFAULT

You shall be in default under this Agreement upon the happening of any of the following events (each, an **"Event of Default"**):

(a) you or any other person liable for the Obligations is in default under any agreement relating to the Obligations or any part thereof;

(b) you or any other person liable for the Obligations is in default under any other loan, debt or obligation owed to anyone else, subject to the passage of any applicable grace period;

(c) you fail to perform any of the terms or conditions of this Agreement or any other agreement between you and us;

(d) you become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for you or for a substantial part of your property without your consent;

(e) bankruptcy, reorganization or insolvency proceedings shall be instituted by or against you;

(f) any statement made by you to induce us to extend credit to you was false in any material respect when made, or becomes false;

(g) anyone takes possession of or applies to any court for possession of the Collateral, or anyone claims to have rights in the Collateral superior to our rights;

(h) if you are an individual, you are declared incompetent by a court, or you die, or, if you are a partnership, a partner dies;

(i) you pledge, encumber, mortgage or otherwise create or permit the continued existence of any lien or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party with respect to any of the Collateral, except for any lien granted by you in our favour;

(j) you incur any indebtedness for borrowed money (including, without limitation, by guaranteeing the obligations of others) outside of the ordinary course of business;

(k) you fail to deliver to us on a timely basis the financial information required by any agreement between us; or

(l) any other event occurs which causes us in good faith, to deem ourselves insecure, or to believe that the Collateral, or any part thereof, or the value thereof, is or is about to be placed in jeopardy.

16. REMEDIES

Upon the occurrence of an Event of Default, we may require you to repay any or all of the Obligations in full, whether matured or not, and we may enforce this Agreement by any method permitted by law, and we may exercise any rights and remedies under applicable law, and we may appoint any person, including our employee, to be an agent, a receiver or receiver and manager (the **"Receiver"**) of the Collateral. We and the Receiver shall be entitled to:

(a) seize and possess the Collateral;
(b) carry on your business;
(c) sell, lease or otherwise dispose of the Collateral;
(d) foreclose on the Collateral;
(e) in the case of Life Insurance, exercise any options available to you under the Life Insurance;
(f) demand, sue for and receive Accounts, give effectual receipts and discharges for the Accounts, compromise any Accounts which may seem bad or doubtful to us and give time for payment thereof with or without security;
(g) make any arrangement or compromise in our interest, or
(h) take any other action deemed necessary to carry into effect the provisions of this Agreement.

The Receiver shall be your agent and you shall be solely responsible for the Receiver's actions. We shall not be in any way responsible for any misconduct or negligence on the part of the Receiver. If the proceeds of the realization of the Collateral are insufficient to repay us the Obligations in full, then you forthwith shall pay us such deficiency. The rights and powers in this paragraph are supplemental to and not in substitution for any other rights we may have from time to time.

17. POWER OF ATTORNEY

You irrevocably appoint us your attorney, with power of substitution and appointment, to sign for you, at our option, all documents necessary or desirable to permit us to exercise any of our rights and remedies under this Agreement and to complete the Schedule attached hereto, with the right to use your name and to take proceedings in your name.

18. NON WAIVER BY US

Any breach by you of this Agreement or the occurrence of an Event of Default may only be waived by us in writing. Any waiver by us does not mean that any subsequent breach or Event of Default is also waived. Any failure by us to notify you of an Event of Default shall not be deemed to be a waiver of such Event of Default. No course of conduct or omission on our part or on your part shall give rise to any expectation by you that we will not insist on strict compliance with the terms of this Agreement.

19. DEALING WITH SECURITY INTEREST

We may take and give up any of the Collateral or modify or abstain from perfecting or taking advantage of our security interest in the Collateral and otherwise deal with any of the Collateral as we shall see fit without prejudice to your liability or to our rights under this Agreement or at law.

20. PAY ENCUMBRANCES

We or the Receiver may pay any encumbrance that may exist or be threatened against the Collateral. In addition, we or the Receiver may borrow money required for the maintenance, preservation or protection of the Collateral and may grant further security interests in the Collateral in priority to the secured interest created hereby as security for the money so borrowed. In every such case, the amounts so paid or borrowed together with costs, charges, and expenses incurred in connection therewith shall become part of the Obligations, shall bear interest at the highest rate per annum charged by us on the Obligations and shall be secured by this Agreement.

21. PAYMENTS

We shall have the right to appropriate any payment made by you to any of your Obligations as we see fit, and to revoke or alter any such appropriation.

22. DEFINITIONS

In this agreement "you", "your" and "yours" refer to the Customer named above. "We", "our", "ours", and "us" refer to CWB Maxium Financial Inc.

23. CONTINUING EFFECTIVENESS

This Agreement shall be a continuing agreement in every respect, securing the payment of the Obligations. If any part of this Agreement is invalid or void, the remaining terms and provisions of this Agreement shall remain in full force and effect.

24. ACKNOWLEDGEMENT & WAIVER

You acknowledge receipt of a copy of this Agreement. You waive any right you may have to receive a copy of any financing statement, verification statement, or similar document we register or that we may receive by way of confirmation of a security registration in respect of this Agreement or any agreement amending, supplementing or replacing it.

25. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon you, your heirs and your successors and assigns and shall enure to our benefit and to the benefit of our successors and assigns; provided that you shall not assign any of your rights or obligations hereunder without our prior written consent. We may assign our rights under this Agreement without your consent and without providing you notice of such assignment. This Agreement shall continue in full force and effect notwithstanding any change in the composition of or membership of any firm or corporation, which is a party hereto.

26. NOTICES

Any notice required to be given under this Agreement may be delivered directly to you or us or may be sent by prepaid registered mail addressed to our address shown above or your address shown below, or such further address as we or you may notify to the other in writing from time to time, and if so given the notice shall be deemed to have been given on the day of delivery or the day when it is deemed or otherwise considered to have been received for the purposes of the PPSA, as the case may be.

27. DISCHARGE

If you pay us all of the Obligations secured by this Agreement and otherwise observe and perform the terms and conditions hereof, then we shall, at your request and expense, release and discharge the security interest created by this Agreement and execute and deliver to you such deeds and other instruments as shall be required to effect any such release and discharge.

28. ENTIRE AGREEMENT

You acknowledge that this is the entire agreement between you and us and there are no other written or oral representations or warranties, which apply to the Collateral or to this Agreement. This Agreement may only be amended by an agreement in writing signed by us.

29. NO MERGER

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish your liability to make payment of or satisfy the Obligations.

30. FURTHER ASSURANCES

You shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered every such further act, deed, conveyance, instrument, transfer, assignment, security agreement and assurance as we may reasonably require in order to give effect to the provisions and purposes of this Agreement.

31. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

Woodington Management Inc.o/a Woodington Lake Golf Club

BY: X ______________________

Name: ______________________

Title: ______________________

BY: ______________________

Name: ______________________

Title: ______________________

Address: 7110 4th Line
Tottenham, Ontario L0G 1W0

SCHEDULE A

DEPOSITS AND CREDIT BALANCES

Unlimited

INVESTMENT PROPERTY

N/A

LIFE INSURANCE POLICIES

N/A

LOCATIONS OF COLLATERAL

7110 4th Line Tottenham, Ontario L0G 1W0

RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
Woodington Management Inc. o/a Woodington Lake Golf Club

I, X ______________________________, hereby certify under the corporate seal of Woodington Management Inc. o/a Woodington Lake Golf Club (the "Company") that:

(a) I am the duly appointed secretary of the Company,

(b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("Turf Care") from time to time;

(c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and Turf Care.

(d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

NAME	OFFICE HELD	SIGNATURE
Joseph Chetti	President	X

DATED at , Ontario the __________ day of July, 2021.

X ______________________________
Secretary

Pre-Authorized Debits (PAD) Agreement
Care Lending Group Inc. o/a Turf Care Financial

Please complete the Pre-Authorized Debit (PAD) Plan agreement below.

I/We authorize Care Lending Group Inc. o/a Turf Care Financial ("Turf Care") and the financial institution designated herein (or any financial institution I/we may authorize at any time) to begin deductions as per my/our instructions for monthly fixed or variable regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my/our account(s) with Turf Care. Regular fixed or variable monthly payments for the full amount of services delivered will be debited to my/our specified account on the **1st (First)** day of each month.

This authorization is to remain in effect until Turf Care has received written notification from me/us of its change or termination. This notification must be received at the address provided below at least thirty (30) days before the next debit is scheduled. I/We may obtain a sample cancellation form, or more information on my/our rights to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca.

I/We acknowledge that the present PAD Agreement applies solely to the method of payment between me/us and Turf Care, and that the PAD Agreement and any cancellation of that Agreement will not have any effect whatsoever with respect to any contract for goods and services between me/us and Turf Care and will not terminate any other obligation that I/we may have with Turf Care.

Turf Care may not assign this authorization without providing prior written notice to me/us of the full details of such assignment, including the identity and contact information of the assignee.

I/We hereby waive the right to receive pre-notification of the amount of the PAD or any changes to said amount, including due to tax variations, insurance premiums and/or additional charges, taxes, fees, fines and penalties owed by I/we under the terms of this Lease, and I/we agree that it does not require advance notice of the amount of PADs before the debit is processed.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca. Lessee and Lessor acknowledge that a facsimile or a signature shall be accepted as an original execution.

PLEASE PRINT Turf Care Lease Reference #**TCF1-4**

Lessee's Name(s):**Woodington Management Inc. o/a Woodington Lake Golf Club & Joseph Chetti**

Address:**7110 4th Line**

City:**Tottenham** Province:**Ontario** Postal Code:**L0G1W0**

Phone Number (Bus.):**905.936.4343**

Bank Name:__________

Branch No. (5 digits):______ Bank No. (3 digits):______ Account No.:______

Bank Address:__________

City:______ Province:______ Postal Code:______

Authorized Signature(s): __________ DATE:______

__________ DATE:______

PAD Agreement for payments made for business purposes.

PLEASE ATTACH SAMPLE VOID CHEQUE MARKED "VOID"

Please forward to your insurer for completion and return to my attention

Lease No. 4

Customer # 341020

CERTIFICATE OF INSURANCE

This is to certify that CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("LESSOR")

200 Pony Dr. Newmarket, Ontario L3Y 7B6

- AND -

TELEPHONE: (905)836.0988 **Attention: Lindsay MacMillan**

CUSTOMER INFORMATION ("LESSEE")		
Woodington Management Inc. o/a Woodington Lake Golf Club		
7110 4th Line	Tottenham, Ontario	L0G1W0

are insured in accordance with the terms of the insurance policies described below. If the policies are cancelled or changed so as to materially restrict the coverage provided, 30 days written notice of such cancellation or change shall be given to Lessor in the same manner if any policy is not being renewed. This is to further certify that Lessor is named as first loss payee and an Additional Named Insured on the policies below but only with respect to the equipment described below which is the subject of a Lease with Lessee.

EQUIPMENT TO BE LEASED	
QUANTITY	MAKE, MODEL, SERIAL NO. - OR OTHER DESCRIPTION
1	Toro Multipro 5800G s/n
TOTAL COST	$ 45,000.00

TYPE	INSURER (NAME & ADDRESS)	POLICY NUMBER	DATE	LIMITS OF LIABILITY
1. COMPREHENSIVE GENERAL LIABILITY Including Products Liability and Completed Operations Insurance, Cross Liability and Blanket Written Contractual			EFFECTIVE EXPIRATION	INCLUSIVE LIMIT $ (each occurrence or accident OR specify coverage)
2. EQUIPMENT ____ ALL RISKS ____ OTHER (state risks insured e.g. Fire & E/C, Specified perils, etc.)			EFFECTIVE EXPIRATION	SUM INSURED $ DEDUCTIBLE $ ____ BLANKET COVERAGE
				____ SPECIFIED ITEMS

INSURER INFORMATION		
NAME OF AGENCY OR INSURER	Phone Policy No (s)	
ADDRESS	PROV	POSTAL CODE

AUTHORIZED REPRESENTATIVE OF INSURANCE AGENCY OR INSURER

SIGNATURE ____________________ TITLE ____________________

NAME (PLEASE PRINT) ____________________ DATE ____________________

TURF CARE FINANCIAL

LEASE AGREEMENT

CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905) 836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	5

LESSEE	CO-LESSEE
Woodington Management Inc. o/a Woodington Lake Golf Club 7110 4th Line Tottenham, Ontario L0G1W0 PHONE 905.936.4343 FAX CONTACT Joseph Chetti	Joseph Chetti 156 Capner Court Kleinburg, Ontario L0J1C0

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
2	Turf Care		Toro Greensmaster 3150 s/n	$95,000.00
			EQUIPMENT COST	$95,000.00

PAYMENT DETAILS

COMMENCEMENT DATE	Jul-01-2021		TERM	64	Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
1	Jul-01-2021	Jul-01-2021	$0.00	$0.00	$0.00	$0.00	$0.00
3	Aug-01-2021	Oct-01-2021	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2021	Apr-01-2022	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2022	Oct-01-2022	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2022	Apr-01-2023	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2023	Oct-01-2023	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2023	Apr-01-2024	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2024	Oct-01-2024	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2024	Apr-01-2025	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2025	Oct-01-2025	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2025	Apr-01-2026	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2026	Oct-01-2026	$3,090.00	$0.00	$0.00	$401.70	$3,491.70

FAIR MARKET VALUE PURCHASE PRICE		After payment # 64 due	Oct-31-2026	
for a deemed Fair Market Value of	$ 11,000.00	or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment #		64
SECURITY DEPOSIT:	$0.00			

RENEWAL OPTION TERMS

COMMENCEMENT DATE	Nov-01-2026		TERM	10	Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
6	Nov-01-2026	Apr-01-2027	$0.00	$0.00	$0.00	$0.00	$0.00
3	May-01-2027	Jul-01-2027	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
1	Aug-01-2027	Aug-01-2027	$2,574.00	$0.00	$0.00	$334.62	$2,908.62

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial

PLEASE ATTACH A SAMPLE VOID CHEQUE

The undersigned acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial which shall be evidenced by the acceptance and execution below by Turf Care Financial.

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement.

ACCEPTED BY:

Care Lending Group Inc. o/a Turf Care Financial

BY: ____________________

NAME: ____________________

TITLE: ____________________

DATE: ____________________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X ____________________

NAME: Joseph Chetti

TITLE: President

DATE: ____________________

BY: X ____________________

NAME: Joseph Chetti
Individually

BY: X ____________________

NAME: ____________________
Witness

TURF CARE FINANCIAL

DELIVERY AND ACCEPTANCE CERTIFICATE

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905)836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	5

By signing this Delivery and Acceptance Certificate, You acknowledge having read Your supplier's agreement and understand it.
You also agree all of the items:

1) have been delivered and / or installed;
2) are in good operating order and condition;
3) are in all respects satisfactory; and
4) have been accepted.

EQUIPMENT DESCRIPTION
MANUFACTURER / DESCRIPTION / SERIAL NUMBERS

2 Toro Greensmaster 3150
s/n

INSURANCE INFORMATION

You certify that the Equipment is insured for its full replacement cost as outlined in the agreement, under the policy detailed below:

AGENT/BROKER: ____________________

PHONE NO.: ____________________ FAX NO.: ____________________

INSURANCE CO.: ____________________

POLICY NO.: ____________________

DELIVERY DATE: ____________________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X ____________________
NAME: Joseph Chetti
TITLE: President

BY: X ____________________
NAME: Joseph Chetti
Individually

BY: X ____________________
NAME: ____________________
Witness

TURF CARE FINANCIAL

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") IS MADE BETWEEN **CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL**, a company with its address at 200 Pony Drive Newmarket, Ontario L3Y 7B6 (referred to as "we", "our", "ours" and "us" in this Agreement) and **Woodington Management Inc. o/a Woodington Lake Golf Club, A Corporation** with its address at **7110 4th Line Tottenham, Ontario L0G 1W0** and **Joseph Chetti, An Individual with a principal residence at 156 Capner Ct. Kleinburg, Ontario L0J 1C0** (referred to as "you", "your" and "yours" in this Agreement).
For valuable consideration, the receipt of which is hereby acknowledged by you and by us, we hereby agree with you as follows:

1. Agreement to Lease. We agree to lease you the Equipment (this term and certain other capitalized terms have the meanings specified in section 2 hereof or as defined elsewhere in this Agreement) and you agree to lease the Equipment from us on the terms and conditions specified in this Agreement. You agree with us that the terms and conditions of this Agreement shall be binding upon the parties upon the execution of this Agreement by them and shall remain in force until the last day of the Term of this Agreement (except with respect to such liabilities and obligations as are stated herein to survive after the end of the Term).

2. Certain Definitions: "**Agreement**" means, collectively, this agreement, the attached Lease Schedule, the Delivery and Acceptance Certificate and any other related agreements or documents referred to separately herein or therein. "**Delivery and Acceptance Certificate**" means, with respect to the Equipment, a certificate in the form prescribed by us (or in such other form as may be acceptable to us) to evidence the delivery to and acceptance by you of the Equipment. "**Discounted Fair Market Value**" means, with respect to the Equipment, the present value of the Fair Market Value of the Equipment at a specified date, discounted to the date of calculation at the Discount Rate. "**Discounted Purchase Price**" means, with respect to the Equipment, the present value of the purchase price for the Equipment at a specified date, discounted from the day on which such purchase price may be exercised to the date of calculation at the Discount Rate. "**Discount Rate**" means the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the Term remaining in this Agreement. "**Discounted Rents**" means, with respect to the Equipment, the present value of all instalments of Rent during the Term of this Agreement that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which such instalments would otherwise be payable to the date of calculation at the Discount Rate. "**Effective Date**" means the date on which the Equipment is delivered to and accepted by you as indicated in the Delivery and Acceptance Certificate. "**Equipment**" means the personal property described in the attached Lease Schedule, together with all accessions and attachments thereto from time to time. "**Fair Market Value**" means, with respect to the Equipment as at a particular date, the fair market value of the Equipment on such date specified in this Agreement or, if not so specified, the price for the Equipment that we determine would be paid on such date in an open and unrestricted market by a willing purchaser to a willing vendor each of whom is acting at arm's length and is under no compulsion to act. "**Initial Term**" means, with respect to this Agreement, the period referred to in section 3 hereof. "**Rent**" means the amounts payable by you as rent or lease payments hereunder as specified in the attached Lease Schedule or section 4 and such other amounts payable by you hereunder and thereunder, including amounts specified in sections 16 and 23 hereof. "**Term**" means the Initial Term and any renewal or extension thereof from time to time in effect whether pursuant to section 22 hereof or as otherwise agreed upon by you and us.

3. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue, from the Effective Date, or if the Effective Date is not the first day of a calendar month then from the first day of the next calendar month after the Effective Date, for the number of months specified in the attached Lease Schedule.

4. Rent. You shall pay us Rent in the amounts and at the times specified in the attached Lease Schedule and in section 22 hereof, as applicable. If the Effective Date is not the first day of a calendar month, Rent shall commence and be payable on the first day of the next calendar month. Any security deposit made by you with us under this Agreement may be applied by us in payment of any Rent or other amount under this Agreement that is not paid by you when due and payable, and if not so applied shall be applied against your liability to pay the final instalment of Rent hereunder. Your obligation to pay Rent and perform all your other obligations hereunder shall be unconditional in all circumstances, and for greater certainty shall not be reduced or terminated if the Equipment does not operate as expected or as specified. All Rent and other amounts payable by you under this Agreement shall be paid when due without set-off, counterclaim, abatement or other reduction.

5. Taxes. You shall pay when due, and shall indemnify us against, any liability in respect of all taxes and other governmental charges (except income taxes payable by us on our net taxable income) applicable from time to time to the Rent and other amounts payable by you under this Agreement.

6. Equipment Selection and Warranties. You acknowledge that you selected the Equipment and the manufacturer and supplier thereof, and the Equipment purchased by us was made at your specific request. We do not make, shall not be deemed to have made and hereby disclaim any representations or warranties as to the operating or other condition, quality, fitness for any purpose, merchantability or marketability of the Equipment, whether arising by statute, common law, equity or otherwise. We assign to you during the Term of this Agreement all assignable warranty rights provided to us by the manufacturer or supplier of the Equipment.

7. Maintenance and Inspection of Equipment. You shall keep the Equipment in good repair and operating condition, and maintain the Equipment and all accessories and attachments thereto in safe and good mechanical condition and running order at all times and to furnish all supplies, accessories, and other essentials required for the use or operation of the Equipment. You shall install and maintain the Equipment so as to not void and to keep in full force and effect all manufacturers' warranties relating thereto, and, if required for such purpose, you will enter into, and maintain in full force and effect at all times during the Term of this Agreement, a maintenance agreement with the manufacturer or other reliable supplier of maintenance services acceptable to us with respect to the Equipment. At our request, you will furnish us with evidence of each such maintenance agreement. You agree to permit us and our representatives during normal business hours and on reasonable prior notice to inspect the Equipment. All supplies consumed or required by the Equipment shall meet the manufacturer's specifications and shall be furnished by you at your expense. All maintenance and service charges relative to the Equipment, whether under a maintenance agreement or otherwise, shall be paid by you.

8. Alterations and Modifications. You may, at your expense, make alterations in, add attachments to or upgrade the Equipment (the "**Additions**"), provided that any Addition shall not (a) interfere with the normal operation of the Equipment, (b) impair the value or utility of the Equipment or affect any warranty relating thereto, or (c) subject the Equipment to any hypothecs, liens, security interests, claims or other encumbrances. All Additions shall become our property if not removed by you prior to the end of the Term of this Agreement. The removal of any Addition shall be at your expense, and shall be done without damaging the Equipment, and after such removal you will ensure that the Equipment is restored to its original condition and utility prior to such Addition (reasonable wear and tear excepted). The manufacturer may incorporate engineering changes or make temporary alterations to the Equipment upon your request. If any Addition interferes with the normal and satisfactory operation or maintenance of the Equipment so as to increase the cost of maintenance or create a safety hazard, you will, at your expense, promptly remove such Addition and restore the Equipment to its original condition and utility prior to such Addition (reasonable wear and tear excepted).

9. Title and Security. We shall retain title to and ownership of the Equipment at all times prior to your exercise of any purchase price with respect thereto specified in this Agreement. We may make such registrations against you or otherwise under applicable personal property security laws or similar legislation as are deemed necessary to evidence and protect our interest in the Equipment. To the extent that this Agreement is determined to be a financing lease or not a true lease under any applicable personal property security laws, then with respect to this Agreement and to secure the payment and performance by you of all your obligations under this Agreement, you hereby grant us a security interest in your right, title and interest, now existing and hereafter arising, in and to, (a) the Equipment, (b) all insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of the Equipment, and (c) all books, records and proceeds relating to the foregoing.

10. No Cancellation. This Agreement may not be cancelled or terminated by us or by you during the Term hereof, except as expressly provided in this Agreement.

11. Entire Agreement. This Agreement shall constitute a separate and complete agreement between you and us with respect to the Equipment.

12. Use and Location. So long as no Customer Default exists, we will not disturb your quiet enjoyment of the Equipment during the Term of this Agreement. You shall operate the Equipment (i) for business purposes, (ii) in a safe and lawful manner, by competent and duly qualified personnel in accordance with applicable manufacturer's manuals and instructions, and (iii) in compliance with all federal, provincial, state and municipal statutes, ordinances, regulations and by-laws which may be applicable to the leasing, use or operation of the Equipment. In addition, you shall prepare and furnish to us all documents, returns or forms legally required to be prepared by you in relation to the Equipment. You shall be solely responsible for, and indemnify us against, any fines or penalties assessed for violations of any statute, ordinance, by-law or regulation of any governmental authority, as a result of the use or operation of the Equipment by you or any third party, and shall keep the Equipment free from any hypothecs, security interests, claims, liens and encumbrances. You agree to operate only the Equipment which has insurance coverage as provided herein and to comply with all conditions of insurance related to the Equipment. You will ensure that at all times the Equipment remains personal and moveable property and shall not become affixed to any real property. The Equipment may not be removed from any location specified in the attached Lease Schedule except upon prior written notice to and consent by us in each instance, and in no event may the Equipment be removed outside any province or jurisdiction in which the Equipment is to be located as specified in the attached Lease Schedule or as otherwise agreed upon by us with you.

13. Damage and Loss. Notwithstanding section 9 hereof, you shall bear all risk of loss of and damage to the Equipment at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder. You shall promptly notify us of any damage to the Equipment and shall ensure that such damage is promptly repaired at your expense. Notwithstanding the foregoing, if the Equipment is damaged beyond practical repair in our judgement, or is destroyed, lost, stolen or otherwise taken from you, legally or otherwise, you shall within 10 days of such event either (a) pay us the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement with respect to the Equipment, together with the Discounted Purchase Price at such time that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, the Discounted Fair Market Value at such time of the Equipment as at the end of the Initial Term), and upon receipt by us of such payment, all of our right, title and interest in and to the Equipment shall be transferred to you on an "as is, where is" basis without representation or warranty of any kind or nature and any liabilities relative to the Equipment which we or you may have shall be released (except such liabilities and obligations as are stated herein to survive after the end of the Term of this Agreement), or (b) provided no Customer Default exists under this Agreement, replace the Equipment with equipment of equal or greater value and utility (as determined by us) by conveying good and marketable title to such replacement equipment to us free

and clear of all liens, hypothecs, security interests, claims and other encumbrances. Upon any such conveyance the replacement equipment (which shall thereafter be included as Equipment for all purposes of this Agreement) shall be subject to this Agreement in all respects as if it were the replaced Equipment.

14. Insurance. You will provide and maintain at your expense, with respect to each unit of Equipment; (a) property insurance against the loss, theft, or destruction of, or damage to, or other risks of loss relative to, the Equipment as are customarily insured by "all risks" policies on similar equipment and by businesses in the industry in which you are engaged for the full replacement value of the Equipment, naming us as a first loss payee, b) public liability and third party property insurance, naming us as an additional insured and c) creditor life and disability coverage where the benefit amounts fully cover your lease obligations for the entire Term of this Agreement, naming us as the beneficiary. You will give us certificates or other evidence of such insurance when requested provided, however, that we shall not be under any duty either to ascertain the existence of or to examine such insurance or to advise you in the event that the insurance coverage does not comply with the requirements hereof. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance written notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we will have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the Term of this Agreement, from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance, and our fees placing and maintaining such insurance (collectively, "**Insurance Charge**") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal instalments allocated to the remaining Rent payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

15. Assignment. You shall not part with possession or control of all or any part of the Equipment, or sublease, assign, sell or dispose of your interest in the Equipment or in this Agreement. We may assign all or any of our rights in the Equipment or this Agreement without your consent or notice to you.

16. Indemnity. You shall indemnify us against, and save us harmless from, any and all damages, claims, actions, obligations and liabilities caused by or resulting from the installation or removal of the Equipment, the possession, use and operation of the Equipment, or our ownership of the Equipment, at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder and for a period of two years after the end of the Term of this Agreement. Such indemnity shall include our legal fees and costs arising from any of the foregoing and any payment made by us in settlement of any of the foregoing. Notwithstanding any other provision hereof, the indemnity contained in this section shall survive termination or expiration of this Agreement.

17. Default. It shall be a default under this Agreement if (each a "**Customer Default**") (a) you fail to pay any Rent or other amount when due and payable hereunder or under any other lease or other agreement with us, (b) you fail to observe or perform any other covenant or obligation therein or in any other lease or other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) you make a representation in this Agreement that is materially incorrect, (d) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (e) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (f) the Equipment is seized by any creditor of yours, (g) the primary nature of your business changes subsequent to the Effective Date of this Agreement, (h) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (i) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Effective Date of this Agreement.

18. Rights and Obligations on Default. Upon the occurrence of any Customer Default under this Agreement, we may in our sole discretion, in addition to any other rights and remedies available to us, exercise one or more of the following rights and remedies: (a) perform any obligation that you have failed to perform under this Agreement, in which case an amount equal to all expenses incurred by us in such performance shall be immediately payable by you to us on demand, it being understood that no such performance by us shall cure or be deemed to have cured any Customer Default as a result of such failure to perform by you; (b) require you to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement; (c) enter any place where the Equipment is located and take possession of and remove the Equipment without court order or other process of law, or require you to (in which case you shall promptly), at your expense, return the Equipment to us at our nearest office or to such other place as we direct; and (d) terminate this Agreement (but without releasing any of your obligations then due hereunder and any other liabilities which are stated herein to survive termination). To the extent permitted by law, you waive the benefit of all laws governing the seizure and sale or other disposition of the Equipment upon default. We shall not be responsible for any expense or damage that may be incurred by you as a result of our exercising any of the foregoing rights and remedies unless due to our gross negligence or wilful misconduct. If we take possession of the Equipment, we may store, repair or recondition the Equipment and sell, lease or otherwise dispose of the Equipment for such amounts and on such terms and conditions as we may determine in our sole discretion. Any proceeds of any such sale, lease or other disposition when actually received in cash by us shall be applied first to reimburse us for all expenses, commissions, fees and disbursements incurred by us in connection with such repossession, storage, repair, reconditioning, sale, lease or other disposition, and any balance thereof in excess of the Discounted Purchase Price that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, in excess of the Discounted Fair Market Value of the Equipment as at the end of the Initial Term) will be applied, first, against your obligations under this Agreement, and subsequently, against such of your obligations as are then due and payable under any other lease or any other agreement with us. You shall remain liable for any deficiency remaining under this Agreement and under any other lease or other agreement with us. If we enforce any provision of this Agreement on default, you shall reimburse us on demand for all expenses including legal fees and disbursements on a solicitor and own client basis, incurred by us in connection with such enforcement.

19. Waivers. All waivers given by us hereunder must be in writing, and any such waiver will apply only to the single instance for which it is given, and will not apply for any other instance, whether of the same nature or otherwise. We alone may waive any of your obligations under this Agreement. This Agreement may be amended only by our written agreement with you.

20. Administration Charges. You shall pay interest on any overdue amount under this Agreement at the rate of 18% per annum, calculated monthly. If any direction for payment made by you with respect to any amount payable hereunder to us is not honoured for any reason by the person to whom such direction has been given, you shall pay us a service charge of $100 for each instance. You shall reimburse us on demand for all administrative expenses incurred by us as a result of any amendment to this Agreement that has been requested by you and agreed to by us.

21. Pre-Authorized Payments. You shall pay us all instalments of Rent and other amounts under this Agreement by means of pre-authorized payments.

22. End of Term Options. Not later than three months prior to the last day of the Initial Term of this Agreement, you shall give us irrevocable notice of your intention to:

(a) on or before such last day, return the Equipment to us at our nearest office or as we otherwise direct, in which case you will pay all expenses in connection with such return including de-installation, packing, crating, loading, rigging and transportation; or

(b) on such last day, purchase the Equipment from us (on an "as is, where is" basis and without representation or warranty of any kind or nature) for a price equal to its then Fair Market Value.

If you give us the notice required above and fail to comply therewith, the Term of this Agreement shall be extended for an additional period equal to the greater of three months or the period between each required payment of Rent during the Term. In addition to any extension as contemplated by the preceding sentence, if you fail to give us the notice required above (whether prior to the end of the Initial Term of this Agreement or any extension thereof), the Term of this Agreement shall be extended for an additional period equal to the period between each required payment of Rent during the Term. In each case the Rent payable during such extension shall be, for greater certainty, the Rent in effect on the last day prior to such extension, unless we agreed in writing with you that other Rent be applicable in such circumstance.

23. Remarketing. If you elect to return the Equipment as specified in section 22, we may dispose of the Equipment in a commercially reasonable manner given the state of repair of the Equipment. For the purpose hereof, Net Proceeds means net proceeds of disposition received by us after deducting all reasonable expenses of disposition including, without limitation, storage, audit, testing, cleaning, repair, commission, insurance and advertising. If the Net Proceeds with respect to the Equipment are less than the Fair Market Value of the Equipment, you will promptly pay us as a final adjustment of Rent with respect to the Equipment an amount equal to such deficiency, plus applicable sales taxes, without abatement, set-off, counterclaim or other deduction. We will determine the final adjustment with respect to any unit of Equipment when the Equipment is disposed of and shall render a statement to you. If we have been unable to sell any unit of Equipment within 30 days after the end of the Initial Term, then the Net Proceeds will be deemed to be $1 and you will pay us not later than 35 days after the end of the Initial Term the deficiency between the deemed Net Proceeds of $1 and the Fair Market Value of the Equipment.

24. Credit Investigation and Financial Statements. You consent to any credit investigation carried out by us. At our request you will deliver to us any financial or other information related to you as reasonably requested by us to further our credit investigation. In addition and if requested by us, you will deliver within 120 days of your fiscal year end, a copy of your financial statements for such fiscal year or, if audited, your audited financial statements together with the opinion of the auditor.

25. Clerical Errors; Serial Numbers. You authorize us to correct any clerical errors in this Agreement and to include in this Agreement the serial numbers of the Equipment that is subject thereto. We shall promptly advise you of any such correction and serial numbers.

26. Representation and Warranty. You represent and warrant that this Agreement has been duly authorized, executed and delivered by you, and constitutes a legal, valid and binding agreement of yours enforceable against you in accordance with its terms. You further represent and warrant that any and all financial and other information provided to us is accurate and complete.

27. Notice. Any notice under this Agreement shall be in writing and shall be given by pre-paid registered mail, by facsimile, or by delivery to the person to whom it is addressed. A notice so given shall be deemed to have been received on the fifth day following posting in Canada, or if given by facsimile or delivered, on the day of

transmission or delivery if such day is a business day in Toronto or, if not, on the next following business day in Toronto.

28. General. This Agreement will be interpreted with all changes to number and gender as the context requires. If you sign this Agreement with another person, each of you will be jointly and severally liable as lessee hereunder. Time is of the essence of this Agreement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. In the event of any inconsistency between the terms of the attached Lease Schedule and the terms of this Agreement, the terms of the attached Lease Schedule shall prevail. If any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement to the extent of such illegality or unenforceability and the remaining provisions of this Agreement shall remain in full force and effect.

29. Language. The parties hereto expressly request and require that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette Convention et tous les documents qui s'y rattachent soient rédigés en Anglais.

30. Further Assurances. You acknowledge that we may require additional security depending on the results of our credit investigation and your organizational structure. If we require such additional security, we shall inform you of the form and nature of the additional security and required documentation and it shall be a condition to our entering into this Agreement with you that such additional security is obtained and the necessary documentation executed by you.

32. Counterparts. This Agreement may be executed and in any number of counterparts and on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

33. Law. This Agreement shall be governed in accordance with the laws of the Province of Ontario, and you attorn to the jurisdiction of the courts of such Province.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day of July, 2021.

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL

BY: ______________________________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X ______________________________
Name: Joseph Chetti
Title: President

BY: X ______________________________
Joseph Chetti
Individually

BY: X ______________________________
Name:

Witness

RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
Woodington Management Inc. o/a Woodington Lake Golf Club

I, X ____, hereby certify under the corporate seal of Woodington Management Inc. o/a Woodington Lake Golf Club (the "Company") that:

(a) I am the duly appointed secretary of the Company,

(b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("Turf Care") from time to time;

(c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and Turf Care.

(d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

NAME	OFFICE HELD	SIGNATURE
Joseph Chetti	President	X

DATED at   , Ontario the __________ day of July, 2021.

X ____
Secretary

Pre-Authorized Debits (PAD) Agreement
Care Lending Group Inc. o/a Turf Care Financial

Please complete the Pre-Authorized Debit (PAD) Plan agreement below.

I/We authorize Care Lending Group Inc. o/a Turf Care Financial ("Turf Care") and the financial institution designated herein (or any financial institution I/we may authorize at any time) to begin deductions as per my/our instructions for monthly fixed or variable regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my/our account(s) with Turf Care. Regular fixed or variable monthly payments for the full amount of services delivered will be debited to my/our specified account on the **1st** (**First**) day of each month.

This authorization is to remain in effect until Turf Care has received written notification from me/us of its change or termination. This notification must be received at the address provided below at least thirty (30) days before the next debit is scheduled. I/We may obtain a sample cancellation form, or more information on my/our rights to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca.

I/We acknowledge that the present PAD Agreement applies solely to the method of payment between me/us and Turf Care, and that the PAD Agreement and any cancellation of that Agreement will not have any effect whatsoever with respect to any contract for goods and services between me/us and Turf Care and will not terminate any other obligation that I/we may have with Turf Care.

Turf Care may not assign this authorization without providing prior written notice to me/us of the full details of such assignment, including the identity and contact information of the assignee.

I/We hereby waive the right to receive pre-notification of the amount of the PAD or any changes to said amount, including due to tax variations, insurance premiums and/or additional charges, taxes, fees, fines and penalties owed by I/we under the terms of this Lease, and I/we agree that it does not require advance notice of the amount of PADs before the debit is processed.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca. Lessee and Lessor acknowledge that a facsimile or a signature shall be accepted as an original execution.

PLEASE PRINT Turf Care Lease Reference #**TCF1-5**

Lessee's Name(s):**Woodington Management Inc. o/a Woodington Lake Golf Club & Joseph Chetti**

Address:**7110 4th Line**

City:**Tottenham** Province:**Ontario** Postal Code:**L0G1W0**

Phone Number (Bus.):**905.936.4343**

Bank Name:__________

Branch No. (5 digits):______ Bank No. (3 digits):______ Account No.:______

Bank Address:__________

City:______ Province:______ Postal Code:______

Authorized Signature(s): X__________ DATE:______

X__________ DATE:______

PAD Agreement for payments made for business purposes.

PLEASE ATTACH SAMPLE VOID CHEQUE MARKED "VOID"

Please send to your insurer for completion and return to my attention

Lease No. 5

Customer # 341020

CERTIFICATE OF INSURANCE

This is to certify that CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("LESSOR")

200 Pony Dr. Newmarket, Ontario L3Y 7B6

- AND -

TELEPHONE: (905)836.0988 **Attention:** **Lindsay MacMillan**

CUSTOMER INFORMATION ("LESSEE")		
Woodington Management Inc. o/a Woodington Lake Golf Club		
7110 4th Line	Tottenham, Ontario	L0G1W0

are insured in accordance with the terms of the insurance policies described below. If the policies are cancelled or changed so as to materially restrict the coverage provided, 30 days written notice of such cancellation or change shall be given to Lessor in the same manner if any policy is not being renewed. This is to further certify that Lessor is named as first loss payee and an Additional Named Insured on the policies below but only with respect to the equipment described below which is the subject of a Lease with Lessee.

EQUIPMENT TO BE LEASED

QUANTITY	MAKE, MODEL, SERIAL NO. - OR OTHER DESCRIPTION
2	Toro Greensmaster 3150 s/n
	TOTAL COST $ 95,000.00

TYPE	INSURER (NAME & ADDRESS)	POLICY NUMBER	DATE	LIMITS OF LIABILITY
1. COMPREHENSIVE GENERAL LIABILITY Including Products Liability and Completed Operations Insurance, Cross Liability and Blanket Written Contractual			EFFECTIVE EXPIRATION	INCLUSIVE LIMIT $ (each occurrence or accident OR specify coverage)
2. EQUIPMENT ____ ALL RISKS ____ OTHER (state risks insured e.g. Fire & E/C, Specified perils, etc.)			EFFECTIVE EXPIRATION	SUM INSURED $ DEDUCTIBLE $ ____ BLANKET COVERAGE ____ SPECIFIED ITEMS

INSURER INFORMATION		
NAME OF AGENCY OR INSURER	Phone Policy No (s)	
ADDRESS	PROV	POSTAL CODE

AUTHORIZED REPRESENTATIVE OF INSURANCE AGENCY OR INSURER

SIGNATURE ____________________ TITLE ____________________

NAME (PLEASE PRINT) ____________________ DATE ____________________

TAB J

This is Exhibit "J" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province o f Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/ 20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

From: Toby McHale <toby.mchale@turfcare.ca>
Sent: July 13, 2021 3:09 PM
To: Lindsay MacMillan <lindsay.MacMillan@turfcare.ca>
Subject: FW: Lease Documents Toro Multipro & Toro Greensmaster
Importance: High

FYI

From: Darlene <darlene@woodingtonlake.com>
Sent: July 13, 2021 2:50 PM
To: Toby McHale <toby.mchale@turfcare.ca>
Subject: Lease Documents Toro Multipro & Toro Greensmaster
Importance: High

Toby, here are the documents that you are requiring signed by Mr. Chetti. Once the equipment gets set up for delivery I need the serial numbers of them for our insurance company.

Answer below for:

1. Is there LTD on the golf course – it is noted that there is an $11.5MM mortgage at 9% interest. Mortgage is held in trust by Melvyn Eisen, a Toronto area attorney. Is this outside debt or is Mr. Cheti paying himself through a trust?
2. On the Equifax there is a $5.5MM lien to Goldy Metal Holdings Inc. – are there any details on what this relates too?

This is long term real estate investment debit. If you have any further questions on this Mr. Chetti said you can contact him directly.

Hope this is everything you need.

Darlene Atherley
Controller
Woodington Lake Golf Club
7110 4th Line, Tottenham, Ontario
L0G 1W0
905.936.4343 ext. 232
darlene@woodingtonlake.com

TURF CARE FINANCIAL

LEASE AGREEMENT

CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905) 836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	4

LESSEE	CO-LESSEE
Woodington Management Inc. o/a Woodington Lake Golf Club 7110 4th Line Tottenham, Ontario L0G1W0 PHONE 905.936.4343 FAX CONTACT Joseph Chetti	Joseph Chetti 156 Capner Court Kleinburg, Ontario L0J1C0

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
1	Turf Care		Toro Multipro 5800G s/n	$45,000.00
			EQUIPMENT COST	$45,000.00

PAYMENT DETAILS

COMMENCEMENT DATE	Jul-01-2021					TERM	52 Monthly in Advance
NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
4	Jul-01-2021	Oct-01-2021	$1,855.00	$0.00	$0.00	$241.15	$2,096.15
6	Nov-01-2021	Apr-01-2022	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2022	Oct-01-2022	$1,855.00	$0.00	$0.00	$241.15	$2,096.15
6	Nov-01-2022	Apr-01-2023	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2023	Oct-01-2023	$1,855.00	$0.00	$0.00	$241.15	$2,096.15
6	Nov-01-2023	Apr-01-2024	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2024	Oct-01-2024	$1,855.00	$0.00	$0.00	$241.15	$2,096.15
6	Nov-01-2024	Apr-01-2025	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2025	Oct-01-2025	$1,855.00	$0.00	$0.00	$241.15	$2,096.15

FAIR MARKET VALUE PURCHASE PRICE		After payment # 52 due Oct-31-2025
for a deemed Fair Market Value of	$ 1.00	or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment # 52
SECURITY DEPOSIT:	$0.00	

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial

PLEASE ATTACH A SAMPLE VOID CHEQUE

The undersigned acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial which shall be evidenced by the acceptance and execution below by Turf Care Financial

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement

ACCEPTED BY:

Care Lending Group Inc. o/a Turf Care Financial

BY: ______________________

NAME: ______________________

TITLE: ______________________

DATE: ______________________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X [signature]

NAME: Joseph Chetti

TITLE: President

DATE: July 8/21

BY: X [signature]

NAME: Joseph Chetti Individually

BY: X [signature]

NAME: Darlene Atherley
Witness

TURF CARE FINANCIAL

DELIVERY AND ACCEPTANCE CERTIFICATE

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905)836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	4

By signing this Delivery and Acceptance Certificate, You acknowledge having read Your supplier's agreement and understand it.
You also agree all of the items:

1) have been delivered and / or installed;
2) are in good operating order and condition;
3) are in all respects satisfactory; and
4) have been accepted.

EQUIPMENT DESCRIPTION

MANUFACTURER / DESCRIPTION / SERIAL NUMBERS

1	Toro Multipro 5800G s/n

INSURANCE INFORMATION

You certify that the Equipment is insured for its full replacement cost as outlined in the agreement, under the policy detailed below:

AGENT/BROKER: Frank Patafio

PHONE NO.: 905-731-2043 FAX NO.:

INSURANCE CO.: FSB Group / Intact Insurance

POLICY NO.: 5 01517357 6748

DELIVERY DATE:

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

NAME: Joseph Chetti

TITLE: President

BY: X

NAME: Joseph Chetti
Individually

BY: X

NAME: Darlene Atherley
Witness

Docusign Envelope ID: AD6E7319-11C0-49D5-95C8-F5CA08F7607F

TURF CARE FINANCIAL

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") IS MADE BETWEEN **CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL**, a company with its address at 200 Pony Drive Newmarket, Ontario L3Y 7B6 (referred to as "we", "our", "ours" and "us" in this Agreement) and **Woodington Management Inc. o/a Woodington Lake Golf Club, A Corporation** with its address at **7110 4th Line Tottenham, Ontario L0G 1W0 and Joseph Chetti, An Individual with a principal residence at 156 Capner Ct. Kleinburg, Ontario L0J 1C0** (referred to as "you", "your" and "yours" in this Agreement).

For valuable consideration, the receipt of which is hereby acknowledged by you and by us, we hereby agree with you as follows:

1. Agreement to Lease. We agree to lease you the Equipment (this term and certain other capitalized terms have the meanings specified in section 2 hereof or as defined elsewhere in this Agreement) and you agree to lease the Equipment from us on the terms and conditions specified in this Agreement. You agree with us that the terms and conditions of this Agreement shall be binding upon the parties upon the execution of this Agreement by them and shall remain in force until the last day of the Term of this Agreement (except with respect to such liabilities and obligations as are stated herein to survive after the end of the Term).

2. Certain Definitions: "Agreement" means, collectively, this agreement, the attached Lease Schedule, the Delivery and Acceptance Certificate and any other related agreements or documents referred to separately herein or therein. "**Delivery and Acceptance Certificate**" means, with respect to the Equipment, a certificate in the form prescribed by us (or in such other form as may be acceptable to us) to evidence the delivery to and acceptance by you of the Equipment. "**Discounted Fair Market Value**" means, with respect to the Equipment, the present value of the Fair Market Value of the Equipment at a specified date, discounted to the date of calculation at the Discount Rate. "**Discounted Purchase Price**" means, with respect to the Equipment, the present value of the purchase price for the Equipment at a specified date, discounted from the day on which such purchase price may be exercised to the date of calculation at the Discount Rate. "**Discount Rate**" means the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the Term remaining in this Agreement. "**Discounted Rents**" means, with respect to the Equipment, the present value of all instalments of Rent during the Term of this Agreement that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which such instalments would otherwise be payable to the date of calculation at the Discount Rate. "**Effective Date**" means the date on which the Equipment is delivered to and accepted by you as indicated in the Delivery and Acceptance Certificate. "**Equipment**" means the personal property described in the attached Lease Schedule, together with all accessions and attachments thereto from time to time. "**Fair Market Value**" means, with respect to the Equipment as at a particular date, the fair market value of the Equipment on such date specified in this Agreement or, if not so specified, the price for the Equipment that we determine would be paid on such date in an open and unrestricted market by a willing purchaser to a willing vendor each of whom is acting at arm's length and is under no compulsion to act. "**Initial Term**" means, with respect to this Agreement, the period referred to in section 3 hereof. "**Rent**" means the amounts payable by you as rent or lease payments hereunder as specified in the attached Lease Schedule or section 4 and such other amounts payable by you hereunder and thereunder, including amounts specified in sections 16 and 23 hereof. "**Term**" means the Initial Term and any renewal or extension thereof from time to time in effect whether pursuant to section 22 hereof or as otherwise agreed upon by you and us.

3. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue, from the Effective Date, or if the Effective Date is not the first day of a calendar month then from the first day of the next calendar month after the Effective Date, for the number of months specified in the attached Lease Schedule.

4. Rent. You shall pay us Rent in the amounts and at the times specified in the attached Lease Schedule and in section 22 hereof, as applicable. If the Effective Date is not the first day of a calendar month, Rent shall commence and be payable on the first day of the next calendar month. Any security deposit made by you with us under this Agreement may be applied by us in payment of any Rent or other amount under this Agreement that is not paid by you when due and payable, and if not so applied shall be applied against your liability to pay the final instalment of Rent hereunder. Your obligation to pay Rent and perform all your other obligations hereunder shall be unconditional in all circumstances, and for greater certainty shall not be reduced or terminated if the Equipment does not operate as expected or as specified. All Rent and other amounts payable by you under this Agreement shall be paid when due without set-off, counterclaim, abatement or other reduction.

5. Taxes. You shall pay when due, and shall indemnify us against, any liability in respect of all taxes and other governmental charges (except income taxes payable by us on our net taxable income) applicable from time to time to the Rent and other amounts payable by you under this Agreement.

6. Equipment Selection and Warranties. You acknowledge that you selected the Equipment and the manufacturer and supplier thereof, and the Equipment purchased by us was made at your specific request. We do not make, shall not be deemed to have made and hereby disclaim any representations or warranties as to the operating or other condition, quality, fitness for any purpose, merchantability or marketability of the Equipment, whether arising by statute, common law, equity or otherwise. We assign to you during the Term of this Agreement all assignable warranty rights provided to us by the manufacturer or supplier of the Equipment.

7. Maintenance and Inspection of Equipment. You shall keep the Equipment in good repair and operating condition, and maintain the Equipment and all accessories and attachments thereto in safe and good mechanical condition and running order at all times and to furnish all supplies, accessories, and other essentials required for the use or operation of the Equipment. You shall install and maintain the Equipment so as to not void and to keep in full force and effect all manufacturers' warranties relating thereto, and, if required for such purpose, you will enter into, and maintain in full force and effect at all times during the Term of this Agreement, a maintenance agreement with the manufacturer or other reliable supplier of maintenance services acceptable to us with respect to the Equipment. At our request, you will furnish us with evidence of each such maintenance agreement. You agree to permit us and our representatives during normal business hours and on reasonable prior notice to inspect the Equipment. All supplies consumed or required by the Equipment shall meet the manufacturer's specifications and shall be furnished by you at your expense. All maintenance and service charges relative to the Equipment, whether under a maintenance agreement or otherwise, shall be paid by you.

8. Alterations and Modifications. You may, at your expense, make alterations in, add attachments to or upgrade the Equipment (the "**Additions**"), provided that any Addition shall not (a) interfere with the normal operation of the Equipment, (b) impair the value or utility of the Equipment or affect any warranty relating thereto, or (c) subject the Equipment to any hypothecs, liens, security interests, claims or other encumbrances. All Additions shall become our property if not removed by you prior to the end of the Term of this Agreement. The removal of any Addition shall be at your expense, and shall be done without damaging the Equipment, and after such removal you will ensure that the Equipment is restored to its original condition and utility prior to such Addition (reasonable wear and tear excepted). The manufacturer may incorporate engineering changes or make temporary alterations to the Equipment upon your request. If any Addition interferes with the normal and satisfactory operation or maintenance of the Equipment so as to increase the cost of maintenance or create a safety hazard, you will, at your expense, promptly remove such Addition and restore the Equipment to its original condition and utility prior to such Addition (reasonable wear and tear excepted).

9. Title and Security. We shall retain title to and ownership of the Equipment at all times prior to your exercise of any purchase price with respect thereto specified in this Agreement. We may make such registrations against you or otherwise under applicable personal property security laws or similar legislation as are deemed necessary to evidence and protect our interest in the Equipment. To the extent that this Agreement is determined to be a financing lease or not a true lease under any applicable personal property security laws, then with respect to this Agreement and to secure the payment and performance by you of all your obligations under this Agreement, you hereby grant us a security interest in your right, title and interest, now existing and hereafter arising, in and to, (a) the Equipment, (b) all insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of the Equipment, and (c) all books, records and proceeds relating to the foregoing.

10. No Cancellation. This Agreement may not be cancelled or terminated by us or by you during the Term hereof, except as expressly provided in this Agreement.

11. Entire Agreement. This Agreement shall constitute a separate and complete agreement between you and us with respect to the Equipment.

12. Use and Location. So long as no Customer Default exists, we will not disturb your quiet enjoyment of the Equipment during the Term of this Agreement. You shall operate the Equipment (i) for business purposes, (ii) in a safe and lawful manner, by competent and duly qualified personnel in accordance with applicable manufacturer's manuals and instructions, and (iii) in compliance with all federal, provincial, state and municipal statutes, ordinances, regulations and by-laws which may be applicable to the leasing, use or operation of the Equipment. In addition, you shall prepare and furnish to us all documents, returns or forms legally required to be prepared by you in relation to the Equipment. You shall be solely responsible for, and indemnify us against, any fines or penalties assessed for violations of any statute, ordinance, by-law or regulation of any governmental authority, as a result of the use or operation of the Equipment by you or any third party, and shall keep the Equipment free from any hypothecs, security interests, claims, liens and encumbrances. You agree to operate only the Equipment which has insurance coverage as provided herein and to comply with all conditions of insurance related to the Equipment. You will ensure that at all times the Equipment remains personal and moveable property and shall not become affixed to any real property. The Equipment may not be removed from any location specified in the attached Lease Schedule except upon prior written notice to and consent by us in each instance, and in no event may the Equipment be removed outside any province or jurisdiction in which the Equipment is to be located as specified in the attached Lease Schedule or as otherwise agreed upon by us with you.

13. Damage and Loss. Notwithstanding section 9 hereof, you shall bear all risk of loss of and damage to the Equipment at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder. You shall promptly notify us of any damage to the Equipment and shall ensure that such damage is promptly repaired at your expense. Notwithstanding the foregoing, if the Equipment is damaged beyond practical repair in our judgement, or is destroyed, lost, stolen or otherwise taken from you, legally or otherwise, you shall within 10 days of such event either (a) pay us the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement with respect to the Equipment, together with the Discounted Purchase Price at such time that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, the Discounted Fair Market Value at such time of the Equipment as at the end of the Initial Term), and upon receipt by us of such payment, all of our right, title and interest in and to the Equipment shall be transferred to you on an "as is, where is" basis without representation or warranty of any kind or nature and any liabilities relative to the Equipment which we or you may have shall be released (except such liabilities and obligations as are stated herein to survive after the end of the Term of this Agreement), or (b) provided no Customer Default exists under this Agreement, replace the Equipment with equipment of equal or greater value and utility (as determined by us) by conveying good and marketable title to such replacement equipment to us free

and clear of all liens, hypothecs, security interests, claims and other encumbrances. Upon any such conveyance the replacement equipment (which shall thereafter be included as Equipment for all purposes of this Agreement) shall be subject to this Agreement in all respects as if it were the replaced Equipment.

14. Insurance. You will provide and maintain at your expense, with respect to each unit of Equipment; (a) property insurance against the loss, theft, or destruction of, or damage to, or other risks of loss relative to, the Equipment as are customarily insured by "all risks" policies on similar equipment and by businesses in the industry in which you are engaged for the full replacement value of the Equipment, naming us as a first loss payee, b) public liability and third party property insurance, naming us as an additional insured and c) creditor life and disability coverage where the benefit amounts fully cover your lease obligations for the entire Term of this Agreement, naming us as the beneficiary. You will give us certificates or other evidence of such insurance when requested provided, however, that we shall not be under any duty either to ascertain the existence of or to examine such insurance or to advise you in the event that the insurance coverage does not comply with the requirements hereof. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance written notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we will have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the Term of this Agreement, from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance, and our fees placing and maintaining such insurance (collectively, "Insurance Charge") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal instalments allocated to the remaining Rent payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

15. Assignment. You shall not part with possession or control of all or any part of the Equipment, or sublease, assign, sell or dispose of your interest in the Equipment or in this Agreement. We may assign all or any of our rights in the Equipment or this Agreement without your consent or notice to you.

16. Indemnity. You shall indemnify us against, and save us harmless from, any and all damages, claims, actions, obligations and liabilities caused by or resulting from the installation or removal of the Equipment, the possession, use and operation of the Equipment, or our ownership of the Equipment, at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder and for a period of two years after the end of the Term of this Agreement. Such indemnity shall include our legal fees and costs arising from any of the foregoing and any payment made by us in settlement of any of the foregoing. Notwithstanding any other provision hereof, the indemnity contained in this section shall survive termination or expiration of this Agreement.

17. Default. It shall be a default under this Agreement if (each a "Customer Default") (a) you fail to pay any Rent or other amount when due and payable hereunder or under any other lease or other agreement with us, (b) you fail to observe or perform any other covenant or obligation therein or in any other lease or other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) you make a representation in this Agreement that is materially incorrect, (d) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (e) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (f) the Equipment is seized by any creditor of yours, (g) the primary nature of your business changes subsequent to the Effective Date of this Agreement, (h) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (i) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Effective Date of this Agreement.

18. Rights and Obligations on Default. Upon the occurrence of any Customer Default under this Agreement, we may in our sole discretion, in addition to any other rights and remedies available to us, exercise one or more of the following rights and remedies: (a) perform any obligation that you have failed to perform under this Agreement, in which case an amount equal to all expenses incurred by us in such performance shall be immediately payable by you to us on demand, it being understood that no such performance by us shall cure or be deemed to have cured any Customer Default as a result of such failure to perform by you; (b) require you to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement; (c) enter any place where the Equipment is located and take possession of and remove the Equipment without court order or other process of law, or require you to (in which case you shall promptly), at your expense, return the Equipment to us at our nearest office or to such other place as we direct; and (d) terminate this Agreement (but without releasing any of your obligations then due hereunder and any other liabilities which are stated herein to survive termination). To the extent permitted by law, you waive the benefit of all laws governing the seizure and sale or other disposition of the Equipment upon default. We shall not be responsible for any expense or damage that may be incurred by you as a result of our exercising any of the foregoing rights and remedies unless due to our gross negligence or wilful misconduct. If we take possession of the Equipment, we may store, repair or recondition the Equipment and sell, lease or otherwise dispose of the Equipment for such amounts and on such terms and conditions as we may determine in our sole discretion. Any proceeds of any such sale, lease or other disposition when actually received in cash by us shall be applied first to reimburse us for all expenses, commissions, fees and disbursements incurred by us in connection with such repossession, storage, repair, reconditioning, sale, lease or other disposition, and any balance thereof in excess of the Discounted Purchase Price that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, in excess of the Discounted Fair Market Value of the Equipment as at the end of the Initial Term) will be applied, first, against your obligations under this Agreement, and subsequently, against such of your obligations as are then due and payable under any other lease or any other agreement with us. You shall remain liable for any deficiency remaining under this Agreement and under any other lease or other agreement with us. If we enforce any provision of this Agreement on default, you shall reimburse us on demand for all expenses including legal fees and disbursements on a solicitor and own client basis, incurred by us in connection with such enforcement.

19. Waivers. All waivers given by us hereunder must be in writing, and any such waiver will apply only to the single instance for which it is given, and will not apply for any other instance, whether of the same nature or otherwise. We alone may waive any of your obligations under this Agreement. This Agreement may be amended only by our written agreement with you.

20. Administration Charges. You shall pay interest on any overdue amount under this Agreement at the rate of 18% per annum, calculated monthly. If any direction for payment made by you with respect to any amount payable hereunder to us is not honoured for any reason by the person to whom such direction has been given, you shall pay us a service charge of $100 for each instance. You shall reimburse us on demand for all administrative expenses incurred by us as a result of any amendment to this Agreement that has been requested by you and agreed to by us.

21. Pre-Authorized Payments. You shall pay us all instalments of Rent and other amounts under this Agreement by means of pre-authorized payments.

22. End of Term Options. Not later than three months prior to the last day of the Initial Term of this Agreement, you shall give us irrevocable notice of your intention to:

(a) on or before such last day, return the Equipment to us at our nearest office or as we otherwise direct, in which case you will pay all expenses in connection with such return including de-installation, packing, crating, loading, rigging and transportation; or

(b) on such last day, purchase the Equipment from us (on an "as is, where is" basis and without representation or warranty of any kind or nature) for a price equal to its then Fair Market Value.

If you give us the notice required above and fail to comply therewith, the Term of this Agreement shall be extended for an additional period equal to the greater of three months or the period between each required payment of Rent during the Term. In addition to any extension as contemplated by the preceding sentence, if you fail to give us the notice required above (whether prior to the end of the Initial Term of this Agreement or any extension thereof), the Term of this Agreement shall be extended for an additional period equal to the period between each required payment of Rent during the Term. In each case the Rent payable during such extension shall be, for greater certainty, the Rent in effect on the last day prior to such extension, unless we agreed in writing with you that other Rent be applicable in such circumstance.

23. Remarketing. If you elect to return the Equipment as specified in section 22, we may dispose of the Equipment in a commercially reasonable manner given the state of repair of the Equipment. For the purpose hereof, Net Proceeds means net proceeds of disposition received by us after deducting all reasonable expenses of disposition including, without limitation, storage, audit, testing, cleaning, repair, commission, insurance and advertising. If the Net Proceeds with respect to the Equipment are less than the Fair Market Value of the Equipment, you will promptly pay us as a final adjustment of Rent with respect to the Equipment an amount equal to such deficiency, plus applicable sales taxes, without abatement, set-off, counterclaim or other deduction. We will determine the final adjustment with respect to any unit of Equipment when the Equipment is disposed of and shall render a statement to you. If we have been unable to sell any unit of Equipment within 30 days after the end of the Initial Term, then the Net Proceeds will be deemed to be $1 and you will pay us not later than 35 days after the end of the Initial Term the deficiency between the deemed Net Proceeds of $1 and the Fair Market Value of the Equipment.

24. Credit Investigation and Financial Statements. You consent to any credit investigation carried out by us. At our request you will deliver to us any financial or other information related to you as reasonably requested by us to further our credit investigation. In addition and if requested by us, you will deliver within 120 days of your fiscal year end, a copy of your financial statements for such fiscal year or, if audited, your audited financial statements together with the opinion of the auditor.

25. Clerical Errors; Serial Numbers. You authorize us to correct any clerical errors in this Agreement and to include in this Agreement the serial numbers of the Equipment that is subject thereto. We shall promptly advise you of any such correction and serial numbers.

26. Representation and Warranty. You represent and warrant that this Agreement has been duly authorized, executed and delivered by you, and constitutes a legal, valid and binding agreement of yours enforceable against you in accordance with its terms. You further represent and warrant that any and all financial and other information provided to us is accurate and complete.

27. Notice. Any notice under this Agreement shall be in writing and shall be given by pre-paid registered mail, by facsimile, or by delivery to the person to whom it is addressed. A notice so given shall be deemed to have been received on the fifth day following posting in Canada, or if given by facsimile or delivered, on the day of

transmission or delivery if such day is a business day in Toronto or, if not, on the next following business day in Toronto.

28. General. This Agreement will be interpreted with all changes to number and gender as the context requires. If you sign this Agreement with another person, each of you will be jointly and severally liable as lessee hereunder. Time is of the essence of this Agreement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. In the event of any inconsistency between the terms of the attached Lease Schedule and the terms of this Agreement, the terms of the attached Lease Schedule shall prevail. If any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement to the extent of such illegality or unenforceability and the remaining provisions of this Agreement shall remain in full force and effect.

29. Language. The parties hereto expressly request and require that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette Convention et tous les documents qui s'y rattachent soient rédigés en Anglais.

30. Further Assurances. You acknowledge that we may require additional security depending on the results of our credit investigation and your organizational structure. If we require such additional security, we shall inform you of the form and nature of the additional security and required documentation and it shall be a condition to our entering into this Agreement with you that such additional security is obtained and the necessary documentation executed by you.

32. Counterparts. This Agreement may be executed and in any number of counterparts and on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

33. Law. This Agreement shall be governed in accordance with the laws of the Province of Ontario, and you attorn to the jurisdiction of the courts of such Province.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day of July, 2021.

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL

BY: ______________________________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

Name: Joseph Chelli
Title: President

BY: X

Joseph Chelli
Individually

BY: X Darlene Atherley
Name: Darlene Atherley

Witness

Care Lending Group Inc. o/a Turf Care Financial

200 Pony Drive
Newmarket, Ontario L3Y 7B6

General Security Agreement

Customer: Woodington Management Inc. o/a Woodington Lake Golf Club Date: ____________________

SECURITY INTEREST

In consideration of our dealing with or continuing to deal with you, you grant to us a continuing security interest in all of your Assets and Undertakings (defined below) and an assignment of your Accounts (defined below). The Assets and Undertakings over which you have granted us a security interest hereby, the Accounts assigned to us, together with the Proceeds (defined below) thereof, are herein collectively called the **"Collateral"**. You agree that we have not agreed to postpone the time for attachment of the security interest granted hereby with respect to your presently existing Collateral, that such security interest shall attach to any Collateral acquired after the date hereof as soon as you obtain rights in such Collateral and that value has been given.

INDEBTEDNESS AND LIABILITY SECURED

You agree that the obligations secured by the security interest granted hereby (collectively, the **"Obligations"**) include, without limitation, all your present and future obligations, indebtedness and liability to us, direct and indirect, absolute and contingent, whether matured or not matured, and include all costs and expenses (including legal fees and expenses) incurred by us in connection with our dealings with you.

1. DEFINITIONS OF COLLATERAL

ASSETS AND UNDERTAKINGS - all of your present and after acquired personal property and undertakings including without limitation, Inventory, Equipment, Deposits and Credit Balances, Investment Property, Life Insurance (all as defined herein), all intangible and intellectual property, and all real and immovable property both freehold and leasehold, except for the last day of the term of any lease.

INVENTORY - all presently owned and after acquired goods and other property held for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process, or materials used or consumed in your business or profession.

EQUIPMENT - all presently owned and after acquired goods that are owned by you other than Inventory and consumer goods.

DEPOSITS AND CREDIT BALANCES - all monies and credit balances which are now or may hereafter be on deposit with or standing to your credit with us, and/or with any of our subsidiaries and affiliates, up to the amount set out on Schedule A (or all deposit and credit balances, if no amount is set out on Schedule A) and any amount of interest due or accruing due to you in connection with any such deposit or credit balance.

INVESTMENT PROPERTY - all present and future investment property held by you, including securities, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of yours in property or in an enterprise or which constitute evidence of an obligation of the issuer (collectively called **"Investment Property"**) including, without limitation, any Investment Property specifically identified in Schedule A; and all substitutions therefor and, subject to Section 5, dividends and income derived therefrom.

LIFE INSURANCE - the life insurance policy or policies described on Schedule A and any proceeds derived therefrom, and any amounts held by the insurer as pre-paid premiums or for the payment of future premiums.

2. ACCOUNTS

You absolutely assign and transfer to us all debts, accounts, choses in action, claims, demands, and moneys now due, owing, accruing, or which may hereafter become due, owing or accruing to you, together with all rights, benefits, security interests, mortgages, instruments, rights of action, deeds, books and records and documents now or hereafter belonging to you in respect of or as security for any of the foregoing (collectively called **"Accounts"**). This assignment is and shall be a continuing security to us for the Obligations. All money or any other form of payment received by you in payment of any Accounts shall, following any continuing Event of Default under this Agreement, be received and held by you in trust for us.

3. INVESTMENT PROPERTY

If any of the Collateral consists of Investment Property, (a) you authorize us to transfer such Collateral or any part thereof into our own name or that of our nominee so that we or our nominee may appear of record as the sole owner of such Collateral; provided, that until the occurrence of any continuing Event of Default, we shall deliver promptly to you all notices, statements or other communications received by us or our nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give you or your designee a proxy or proxies to vote and take all action with respect to such Collateral; provided further that after the occurrence of any continuing Event of Default, you waive all rights to be advised of or to receive any notices, statements or communications received by us or our nominee as such registered owner, and agree that no proxy or proxies given to you or your designee by us shall thereafter be effective; and (b) you further agree to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give us "control" of such Investment Property, as defined in the *Securities Transfer Act, 2006* (Ontario), which "control" shall be in such manner as we shall designate in our sole judgment and discretion, including, without limitation, an agreement by any issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by us, whether before or after the occurrence of any continuing Event of Default, without further consent from you.

4. PROCEEDS

You grant us a security interest on all of your property in any form derived directly or indirectly from any use or dealing with any Assets and Undertakings or Accounts or that indemnifies or compensates for Assets and Undertakings destroyed or damaged (all of which property is herein collectively called **"Proceeds"**). Proceeds shall be received and held by you in trust for us.

5. INCOME AND INTEREST ON INVESTMENT PROPERTY

Until the occurrence of any continuing Event of Default, you reserve the right to receive all income from or interest on the Collateral consisting of Investment Property, and if we receive any such income or interest prior to the occurrence of any continuing Event of Default, we agree to pay you such income or interest promptly. After the occurrence of any continuing Event of Default, you will not demand or receive any income from or interest on such Collateral, and if you receive any such income or interest, such income or interest shall be held by you in trust for us in the same medium in which received, shall not be commingled with any of your other assets and shall be delivered to us in the form received, properly endorsed to permit collection, not later than the next business day following the day of its receipt. We may apply the net cash receipts from such income or interest to payment of any of the Obligations, provided that we account for and pay over to you any such income or interest remaining after payment in full of the Obligations.

6. COSTS AND EXPENSES

You agree to pay the costs and expenses we incur to enforce this Agreement, register this Agreement or notice of it, repossess, maintain, preserve, repair or sell the Collateral, or appoint a consultant, receiver, receiver and manager or agent, and to pay interest thereon. You also agree to pay all legal costs and fees (including in-house legal fees, charges and expenses), incurred by us to do any of the above or to defend any legal claim or counterclaim by you or others respecting the manner of our enforcement of, or our right to enforce, this Agreement. You will pay the legal fees incurred by us on a solicitor and own client basis.

7. FREE AND CLEAR

You hereby represent and warrant to us that you are the owner of the Collateral free from any hypothec, mortgage, lien, charge, security interest or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party. You hereby covenant and agree to keep the Collateral free and clear of all taxes, assessments, and security or proprietary interests in favour of third parties. You hereby covenant and agree to not sell, give away, part with possession of or otherwise dispose of any part of the Collateral, (except inventory sold in the normal course of business and obsolete equipment) without our prior written consent

8. INSURANCE

You will, at your cost, keep the Collateral insured from all risk of loss, theft or damage as are customarily insured by businesses in the industry in which you are engaged. If requested, you will provide us with a copy of the insurance policy. The insurance policy will name us as first loss payee and additional insured. We may, in our absolute discretion, pay any premium due on any insurance policy, including any life insurance policy forming part of the Collateral, and the amount of any premium we pay will be added to and form part of the Obligations.

9. LOCATION OF COLLATERAL

You will keep the Collateral at the location or locations set out on Schedule A. You will not

remove the Collateral from this location (except in the ordinary course of your business) without our prior written consent. If no location is set out on Schedule A, you will keep the Collateral at the address shown below your signature to this Agreement.

10. LIMITATION ON OBLIGATIONS OF CWB MAXIUM

Our sole obligation with respect to the custody, safekeeping and physical preservation of Collateral in our possession shall be to use reasonable care in the custody and safekeeping thereof, and we shall be deemed to have used reasonable care if we deal with such Collateral in the same manner as we deal with similar property for our own account. Neither we nor any of our directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon the Collateral or any part thereof or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any Collateral whether at your request or otherwise.

11. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that:

(a) if applicable, you are a corporation duly existing, or a partnership duly established, under the laws of the jurisdiction of your incorporation or establishment, have all necessary power and authority to own your property and assets, to carry on your business as currently carried on by you and hold all necessary licenses, permits and consents as are required so to own your property and assets and so to carry on business in each jurisdiction in which you do so;

(b) you have the capacity, power and authority and the legal right to execute and deliver, to perform your obligations under, this Agreement, and have taken all necessary action, corporate or otherwise, to authorize the execution and delivery of this Agreement and the performance of your obligations hereunder;

(c) this Agreement constitutes a legal, valid and binding obligation of yours enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;

(d) except for consents which have been obtained and are in full force and effect, no consent of any person is required, or purports to be required, in connection with the execution and delivery of this Agreement by you or the performance of your obligations hereunder;

(e) the execution and delivery by you of this Agreement and the performance of your obligations hereunder will not violate any applicable law or contractual obligation applicable to you; and

(f) the representations and warranties set out in clauses (a) through (e) above or in any certificate or other document delivered to us by you or on your behalf are material, shall be deemed to have been relied upon by us notwithstanding any investigation heretofore or hereafter made by us or on our behalf, shall survive the execution and delivery of this Agreement and shall continue in full force and effect without time limit.

12. REPORTING

You will:

(a) if you are a corporation, a partnership or a sole proprietorship, provide to us accountant-prepared financial statements within 120 days of each of your fiscal year ends;

(b) if you are a pharmacy, provide to us RX reports within 120 days of each of your fiscal year ends;

(c) if you are an individual, provide to us your personal net worth statement upon request by us;

(d) advise us of any Event of Default immediately upon the occurrence of such event;

(e) inform us of any actual or probable material litigation and provide us with copies of all relevant documents upon request; and

(f) provide us with such other information and financial data as we may request from time to time.

13. POSITIVE COVENANTS

You agree to:

(a) make all payments when due or demanded to us (without any condition, deduction, set-off or holdback) at our address noted above (or any other address that we advise);

(b) if applicable, maintain your existence as a corporation, partnership, or sole proprietorship, as the case may be, and keep all material agreements, rights, franchises, licences, operations, contracts or other arrangements in full force and effect;

(c) pay all taxes, which may result in a lien or charge on any of your property and assets;

(d) maintain, protect and preserve the Collateral in good repair and working condition;

(e) provide such security as we may require;

(f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof;

(g) permit us or our authorized representatives full and reasonable access to your premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom;

(h) notify us in writing at least 20 days prior to any change of your name; and

(i) notify us in writing promptly of any significant loss of or damage to the Collateral.

14. NEGATIVE COVENANTS

You will not:

(a) 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 the Collateral, or sign or file under the *Personal Property Security Act* (Ontario) (the **"PPSA"**) or similar registry system of any jurisdiction a financing statement which names you as a debtor, or sign any security agreement authorizing any secured party thereunder to file such financing statement creating a security interest in the Collateral;

(b) if you are a corporation, a partnership or a sole proprietorship, as the case may be, permit any change of ownership or change your capital structure without our prior written consent, such consent not to be unreasonably withheld; or

(c) transfer your interest in any part of the Collateral not expressly permitted under this Agreement or change the location(s) of the Collateral without our prior written consent;

(d) make any investment in or acquisition of, or provide any guarantee or other financial assistance to, any other business entity or person without our prior written consent; or

(e) make any payments or distributions including but not limited to dividends, redemption or retraction payments or any other amounts in respect to any of your common shares, preferred shares or any other outstanding capital stock if there is an outstanding default or Event of Default, or any such payment causes a default or an Event of Default.

15. DEFAULT

You shall be in default under this Agreement upon the happening of any of the following events (each, an "Event of Default"):

(a) you or any other person liable for the Obligations is in default under any agreement relating to the Obligations or any part thereof;

(b) you or any other person liable for the Obligations is in default under any other loan, debt or obligation owed to anyone else, subject to the passage of any applicable grace period;

(c) you fail to perform any of the terms or conditions of this Agreement or any other agreement between you and us;

(d) you become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for you or for a substantial part of your property without your consent;

(e) bankruptcy, reorganization or insolvency proceedings shall be instituted by or against you;

(f) any statement made by you to induce us to extend credit to you was false in any material respect when made, or becomes false;

(g) anyone takes possession of or applies to any court for possession of the Collateral, or anyone claims to have rights in the Collateral superior to our rights;

(h) if you are an individual, you are declared incompetent by a court, or you die, or, if you are a partnership, a partner dies;

(i) you pledge, encumber, mortgage or otherwise create or permit the continued existence of any lien or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party with respect to any of the Collateral, except for any lien granted by you in our favour;

(j) you incur any indebtedness for borrowed money (including, without limitation, by guaranteeing the obligations of others) outside of the ordinary course of business;

(k) you fail to deliver to us on a timely basis the financial information required by any agreement between us; or

(l) any other event occurs which causes us in good faith, to deem ourselves insecure, or to believe that the Collateral, or any part thereof, or the value thereof, is or is about to be placed in jeopardy.

16. REMEDIES

Upon the occurrence of an Event of Default, we may require you to repay any or all of the Obligations in full, whether matured or not, and we may enforce this Agreement by any method permitted by law, and we may exercise any rights and remedies under applicable law, and we may appoint any person, including our employee, to be an agent, a receiver or receiver and manager (the "Receiver") of the Collateral. We and the Receiver shall be entitled to:

(a) seize and possess the Collateral;
(b) carry on your business;
(c) sell, lease or otherwise dispose of the Collateral;
(d) foreclose on the Collateral;
(e) in the case of Life Insurance, exercise any options available to you under the Life Insurance;
(f) demand, sue for and receive Accounts, give effectual receipts and discharges for the Accounts, compromise any Accounts which may seem bad or doubtful to us and give time for payment thereof with or without security;
(g) make any arrangement or compromise in our interest, or
(h) take any other action deemed necessary to carry into effect the provisions of this Agreement.

The Receiver shall be your agent and you shall be solely responsible for the Receiver's actions. We shall not be in any way responsible for any misconduct or negligence on the part of the Receiver. If the proceeds of the realization of the Collateral are insufficient to repay us the Obligations in full, then you forthwith shall pay us such deficiency. The rights and powers in this paragraph are supplemental to and not in substitution for any other rights we may have from time to time.

17. POWER OF ATTORNEY

You irrevocably appoint us your attorney, with power of substitution and appointment, to sign for you, at our option, all documents necessary or desirable to permit us to exercise any of our rights and remedies under this Agreement and to complete the Schedule attached hereto, with the right to use your name and to take proceedings in your name.

18. NON WAIVER BY US

Any breach by you of this Agreement or the occurrence of an Event of Default may only be waived by us in writing. Any waiver by us does not mean that any subsequent breach or Event of Default is also waived. Any failure by us to notify you of an Event of Default shall not be deemed to be a waiver of such Event of Default. No course of conduct or omission on our part or on your part shall give rise to any expectation by you that we will not insist on strict compliance with the terms of this Agreement.

19. DEALING WITH SECURITY INTEREST

We may take and give up any of the Collateral or modify or abstain from perfecting or taking advantage of our security interest in the Collateral and otherwise deal with any of the Collateral as we shall see fit without prejudice to your liability or to our rights under this Agreement or at law.

20. PAY ENCUMBRANCES

We or the Receiver may pay any encumbrance that may exist or be threatened against the Collateral. In addition, we or the Receiver may borrow money required for the maintenance, preservation or protection of the Collateral and may grant further security interests in the Collateral in priority to the secured interest created hereby as security for the money so borrowed. In every such case, the amounts so paid or borrowed together with costs, charges, and expenses incurred in connection therewith shall become part of the Obligations, shall bear interest at the highest rate per annum charged by us on the Obligations and shall be secured by this Agreement.

21. PAYMENTS

We shall have the right to appropriate any payment made by you to any of your Obligations as we see fit, and to revoke or alter any such appropriation.

22. DEFINITIONS

In this agreement "you", "your" and "yours" refer to the Customer named above. "We", "our", "ours", and "us" refer to CWB Maxium Financial Inc.

23. CONTINUING EFFECTIVENESS

This Agreement shall be a continuing agreement in every respect, securing the payment of the Obligations. If any part of this Agreement is invalid or void, the remaining terms and provisions of this Agreement shall remain in full force and effect.

24. ACKNOWLEDGEMENT & WAIVER

You acknowledge receipt of a copy of this Agreement. You waive any right you may have to receive a copy of any financing statement, verification statement, or similar document we register or that we may receive by way of confirmation of a security registration in respect of this Agreement or any agreement amending, supplementing or replacing it.

25. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon you, your heirs and your successors and assigns and shall enure to our benefit and to the benefit of our successors and assigns; provided that you shall not assign any of your rights or obligations hereunder without our prior written consent. We may assign our rights under this Agreement without your consent and without providing you notice of such assignment. This Agreement shall continue in full force and effect notwithstanding any change in the composition of or membership of any firm or corporation, which is a party hereto.

26. NOTICES

Any notice required to be given under this Agreement may be delivered directly to you or us or may be sent by prepaid registered mail addressed to our address shown above or your address shown below, or such further address as we or you may notify to the other in writing from time to time, and if so given the notice shall be deemed to have been given on the day of delivery or the day when it is deemed or otherwise considered to have been received for the purposes of the PPSA, as the case may be.

27. DISCHARGE

If you pay us all of the Obligations secured by this Agreement and otherwise observe and perform the terms and conditions hereof, then we shall, at your request and expense, release and discharge the security interest created by this Agreement and execute and deliver to you such deeds and other instruments as shall be required to effect any such release and discharge.

28. ENTIRE AGREEMENT

You acknowledge that this is the entire agreement between you and us and there are no other written or oral representations or warranties, which apply to the Collateral or to this Agreement. This Agreement may only be amended by an agreement in writing signed by us.

29. NO MERGER

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish your liability to make payment of or satisfy the Obligations.

30. FURTHER ASSURANCES

You shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered every such further act, deed, conveyance, instrument, transfer, assignment, security agreement and assurance as we may reasonably require in order to give effect to the provisions and purposes of this Agreement.

31. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

Woodington Management Inc.o/a Woodington Lake Golf Club

BY: X ____________________

Name: Joseph Chetti

Title: Owner / President

BY: ____________________

Name: ____________________

Title: ____________________

Address: 7110 4th Line
Tottenham, Ontario L0G 1W0

RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
Woodington Management Inc. o/a Woodington Lake Golf Club

I, X Joseph Chetti, hereby certify under the corporate seal of Woodington Management Inc. o/a Woodington Lake Golf Club (the "Company") that:

(a) I am the duly appointed secretary of the Company,

(b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("Turf Care") from time to time;

(c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and Turf Care.

(d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

NAME	OFFICE HELD	SIGNATURE
Joseph Chetti	President	X [signature]

DATED at ________, Ontario the 8TH day of July, 2021.

X [signature]
Secretary

Pre-Authorized Debits (PAD) Agreement
Care Lending Group Inc. o/a Turf Care Financial

Please complete the Pre-Authorized Debit (PAD) Plan agreement below.

I/We authorize Care Lending Group Inc. o/a Turf Care Financial ("Turf Care") and the financial institution designated herein (or any financial institution I/we may authorize at any time) to begin deductions as per my/our instructions for monthly fixed or variable regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my/our account(s) with Turf Care. Regular fixed or variable monthly payments for the full amount of services delivered will be debited to my/our specified account on the **1st (First)** day of each month.

This authorization is to remain in effect until Turf Care has received written notification from me/us of its change or termination. This notification must be received at the address provided below at least thirty (30) days before the next debit is scheduled. I/We may obtain a sample cancellation form, or more information on my/our rights to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca.

I/We acknowledge that the present PAD Agreement applies solely to the method of payment between me/us and Turf Care, and that the PAD Agreement and any cancellation of that Agreement will not have any effect whatsoever with respect to any contract for goods and services between me/us and Turf Care and will not terminate any other obligation that I/we may have with Turf Care.

Turf Care may not assign this authorization without providing prior written notice to me/us of the full details of such assignment, including the identity and contact information of the assignee.

I/We hereby waive the right to receive pre-notification of the amount of the PAD or any changes to said amount, including due to tax variations, insurance premiums and/or additional charges, taxes, fees, fines and penalties owed by I/we under the terms of this Lease, and I/we agree that it does not require advance notice of the amount of PADs before the debit is processed.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca. Lessee and Lessor acknowledge that a facsimile or a signature shall be accepted as an original execution.

PLEASE PRINT Turf Care Lease Reference #**TCF1-4**

Lessee's Name(s): **Woodington Management Inc. o/a Woodington Lake Golf Club & Joseph Chetti**

Address: **7110 4th Line**

City: **Tottenham** Province: **Ontario** Postal Code: **L0G1W0**

Phone Number (Bus.): **905.936.4343**

Bank Name: BMO

Branch No. (5 digits): 24752 Bank No. (3 digits): 001 Account No.: 1991497

Bank Address: 30 Famous Avenue Unit 139A

City: Vaughan Province: ON Postal Code: L4L 9M3

Authorized Signature(s): X DATE: July 8/21

DATE: ______

PAD Agreement for payments made for business purposes.

PLEASE ATTACH SAMPLE VOID CHEQUE MARKED "VOID"

Turf Care Financial **200 Pony Drive Newmarket, Ontario L3Y 7B6**

Please forward to your insurer for completion and return to my attention

Lease No. 4
Customer # 341020

CERTIFICATE OF INSURANCE

This is to certify that CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("LESSOR")

200 Pony Dr. Newmarket, Ontario L3Y 7B6

- AND -

TELEPHONE: (905)836.0988 **Attention:** Lindsay MacMillan

CUSTOMER INFORMATION ("LESSEE")		
Woodington Management Inc. o/a Woodington Lake Golf Club		
7110 4th Line	Tottenham, Ontario	L0G1W0

are insured in accordance with the terms of the insurance policies described below. If the policies are cancelled or changed so as to materially restrict the coverage provided, 30 days written notice of such cancellation or change shall be given to Lessor in the same manner if any policy is not being renewed. This is to further certify that Lessor is named as first loss payee and an Additional Named Insured on the policies below but only with respect to the equipment described below which is the subject of a Lease with Lessee.

EQUIPMENT TO BE LEASED	
QUANTITY	MAKE, MODEL, SERIAL NO., OR OTHER DESCRIPTION
1	Toro Multipro 5800G s/n
	TOTAL COST $ 45,000.00

TYPE	INSURER (NAME & ADDRESS)	POLICY NUMBER	DATE	LIMITS OF LIABILITY
1. COMPREHENSIVE GENERAL LIABILITY Including Products Liability and Completed Operations Insurance, Cross Liability and Blanket Written Contractual			EFFECTIVE EXPIRATION	INCLUSIVE LIMIT $ (each occurrence or accident OR specify coverage)
2. EQUIPMENT ___ ALL RISKS ___ OTHER (state risks insured e.g. Fire & E/C, Specified perils, etc.)			EFFECTIVE EXPIRATION	SUM INSURED $ DEDUCTIBLE $ ___ BLANKET COVERAGE
				___ SPECIFIED ITEMS

INSURER INFORMATION		
NAME OF AGENCY OR INSURER	Phone Policy No (s)	
ADDRESS	PROV	POSTAL CODE

AUTHORIZED REPRESENTATIVE OF INSURANCE AGENCY OR INSURER

SIGNATURE __________ TITLE __________

NAME (PLEASE PRINT) __________ DATE __________

TURF CARE FINANCIAL

LEASE AGREEMENT

CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905) 836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	5

LESSEE	CO-LESSEE
Woodington Management Inc. o/a Woodington Lake Golf Club 7110 4th Line Tottenham, Ontario L0G1W0 PHONE 905.936.4343 FAX CONTACT Joseph Chetti	Joseph Chetti 156 Capner Court Kleinburg, Ontario L0J1C0

CONTRACT INFORMATION

QUANTITY	SUPPLIER	INVOICE #	DESCRIPTION	EQUIPMENT COST
2	Turf Care		Toro Greensmaster 3150 s/n	$95,000.00
			EQUIPMENT COST	$95,000.00

PAYMENT DETAILS

COMMENCEMENT DATE: Jul-01-2021 — TERM: 64 Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
1	Jul-01-2021	Jul-01-2021	$0.00	$0.00	$0.00	$0.00	$0.00
3	Aug-01-2021	Oct-01-2021	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2021	Apr-01-2022	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2022	Oct-01-2022	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2022	Apr-01-2023	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2023	Oct-01-2023	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2023	Apr-01-2024	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2024	Oct-01-2024	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2024	Apr-01-2025	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2025	Oct-01-2025	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
6	Nov-01-2025	Apr-01-2026	$0.00	$0.00	$0.00	$0.00	$0.00
6	May-01-2026	Oct-01-2026	$3,090.00	$0.00	$0.00	$401.70	$3,491.70

FAIR MARKET VALUE PURCHASE PRICE — After payment # 64 due Oct-31-2026
for a deemed Fair Market Value of $ 11,000.00 or the Fair Market Value determined by Turf Care at least 30 days prior to the due date for payment # 64
SECURITY DEPOSIT: $0.00

RENEWAL OPTION TERMS

COMMENCEMENT DATE: Nov-01-2026 — TERM: 10 Monthly in Advance

NO. OF RENTAL PAYMENTS	FROM DATE (INCLUSIVE)	TO DATE (INCLUSIVE)	RENT	PST	GST	HST	TOTAL PAYMENT
6	Nov-01-2026	Apr-01-2027	$0.00	$0.00	$0.00	$0.00	$0.00
3	May-01-2027	Jul-01-2027	$3,090.00	$0.00	$0.00	$401.70	$3,491.70
1	Aug-01-2027	Aug-01-2027	$2,574.00	$0.00	$0.00	$334.62	$2,908.62

All payments are to be made by Pre-authorized Payment Plan to: Turf Care Financial

PLEASE ATTACH A SAMPLE VOID CHEQUE

The undersigned acknowledges that, unless otherwised notified in writing, this contract is subject to credit approval by Turf Care Financial which shall be evidenced by the acceptance and execution below by Turf Care Financial.

The undersigned acknowledges that they have read this Lease Agreement, understand it, agrees to be bound by all the Terms and Conditions attached hereof which form part of the Lease Agreement and are authorized to sign this Lease Agreement.

ACCEPTED BY:

Care Lending Group Inc. o/a Turf Care Financial

BY: ____________
NAME: ____________
TITLE: ____________
DATE: ____________

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X
NAME: Joseph Chetti
TITLE: President
DATE: July 8/21

BY:
NAME: Joseph Chetti
Individually

BY: X Darlene Atherley
NAME: Darlene Atherley
Witness

TURF CARE FINANCIAL

DELIVERY AND ACCEPTANCE CERTIFICATE

CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL
200 Pony Drive
Newmarket, Ontario L3Y 7B6
PHONE: (905)836.0988

Customer No.	341020
Lease Agreement No.	TCF1
Schedule No.	5

By signing this Delivery and Acceptance Certificate, You acknowledge having read Your supplier's agreement and understand it.
You also agree all of the items:

1) have been delivered and / or installed;
2) are in good operating order and condition;
3) are in all respects satisfactory; and
4) have been accepted.

EQUIPMENT DESCRIPTION
MANUFACTURER / DESCRIPTION / SERIAL NUMBERS

2 Toro Greensmaster 3150
s/n

INSURANCE INFORMATION

You certify that the Equipment is insured for its full replacement cost as outlined in the agreement, under the policy detailed below:

AGENT/BROKER: Frank Patafio

PHONE NO.: 905-731-5177 FAX NO.:

INSURANCE CO.: FSB Commercial / Intact Insurance

POLICY NO.: 5 01517357 6748

DELIVERY DATE:

Woodington Management Inc. o/a Woodington Lake Golf Club

BY: X

NAME: Joseph Chettl

TITLE: President

BY: X

NAME: Joseph Chettl
Individually

BY: X Darlene Atherley

NAME: D. Atherley
Witness

TURF CARE FINANCIAL

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") IS MADE BETWEEN **CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL,** a company with its address at 200 Pony Drive Newmarket, Ontario L3Y 7B6 (referred to as "we", "our", "ours" and "us" in this Agreement) and **Woodington Management Inc. o/a Woodington Lake Golf Club, A Corporation** with its address at **7110 4th Line Tottenham, Ontario L0G 1W0 and Joseph Chetti, An Individual with a principal residence at 156 Capner Ct. Kleinburg, Ontario L0J 1C0** (referred to as "you", "your" and "yours" in this Agreement).
For valuable consideration, the receipt of which is hereby acknowledged by you and by us, we hereby agree with you as follows:

1. Agreement to Lease. We agree to lease you the Equipment (this term and certain other capitalized terms have the meanings specified in section 2 hereof or as defined elsewhere in this Agreement) and you agree to lease the Equipment from us on the terms and conditions specified in this Agreement. You agree with us that the terms and conditions of this Agreement shall be binding upon the parties upon the execution of this Agreement by them and shall remain in force until the last day of the Term of this Agreement (except with respect to such liabilities and obligations as are stated herein to survive after the end of the Term).

2. Certain Definitions: "**Agreement**" means, collectively, this agreement, the attached Lease Schedule, the Delivery and Acceptance Certificate and any other related agreements or documents referred to separately herein or therein. "**Delivery and Acceptance Certificate**" means, with respect to the Equipment, a certificate in the form prescribed by us (or in such other form as may be acceptable to us) to evidence the delivery to and acceptance by you of the Equipment. "**Discounted Fair Market Value**" means, with respect to the Equipment, the present value of the Fair Market Value of the Equipment at a specified date, discounted to the date of calculation at the Discount Rate. "**Discounted Purchase Price**" means, with respect to the Equipment, the present value of the purchase price for the Equipment at a specified date, discounted from the day on which such purchase price may be exercised to the date of calculation at the Discount Rate. "**Discount Rate**" means the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the Term remaining in this Agreement. "**Discounted Rents**" means, with respect to the Equipment, the present value of all instalments of Rent during the Term of this Agreement that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which such instalments would otherwise be payable to the date of calculation at the Discount Rate. "**Effective Date**" means the date on which the Equipment is delivered to and accepted by you as indicated in the Delivery and Acceptance Certificate. "**Equipment**" means the personal property described in the attached Lease Schedule, together with all accessions and attachments thereto from time to time. "**Fair Market Value**" means, with respect to the Equipment as at a particular date, the fair market value of the Equipment on such date specified in this Agreement or, if not so specified, the price for the Equipment that we determine would be paid on such date in an open and unrestricted market by a willing purchaser to a willing vendor each of whom is acting at arm's length and is under no compulsion to act. "**Initial Term**" means, with respect to this Agreement, the period referred to in section 3 hereof. "**Rent**" means the amounts payable by you as rent or lease payments hereunder as specified in the attached Lease Schedule or section 4 and such other amounts payable by you hereunder and thereunder, including amounts specified in sections 16 and 23 hereof. "**Term**" means the Initial Term and any renewal or extension thereof from time to time in effect whether pursuant to section 22 hereof or as otherwise agreed upon by you and us.

3. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue, from the Effective Date, or if the Effective Date is not the first day of a calendar month then from the first day of the next calendar month after the Effective Date, for the number of months specified in the attached Lease Schedule.

4. Rent. You shall pay us Rent in the amounts and at the times specified in the attached Lease Schedule and in section 22 hereof, as applicable. If the Effective Date is not the first day of a calendar month, Rent shall commence and be payable on the first day of the next calendar month. Any security deposit made by you with us under this Agreement may be applied by us in payment of any Rent or other amount under this Agreement that is not paid by you when due and payable, and if not so applied shall be applied against your liability to pay the final instalment of Rent hereunder. Your obligation to pay Rent and perform all your other obligations hereunder shall be unconditional in all circumstances, and for greater certainty shall not be reduced or terminated if the Equipment does not operate as expected or as specified. All Rent and other amounts payable by you under this Agreement shall be paid when due without set-off, counterclaim, abatement or other reduction.

5. Taxes. You shall pay when due, and shall indemnify us against, any liability in respect of all taxes and other governmental charges (except income taxes payable by us on our net taxable income) applicable from time to time to the Rent and other amounts payable by you under this Agreement.

6. Equipment Selection and Warranties. You acknowledge that you selected the Equipment and the manufacturer and supplier thereof, and the Equipment purchased by us was made at your specific request. We do not make, shall not be deemed to have made and hereby disclaim any representations or warranties as to the operating or other condition, quality, fitness for any purpose, merchantability or marketability of the Equipment, whether arising by statute, common law, equity or otherwise. We assign to you during the Term of this Agreement all assignable warranty rights provided to us by the manufacturer or supplier of the Equipment.

7. Maintenance and Inspection of Equipment. You shall keep the Equipment in good repair and operating condition, and maintain the Equipment and all accessories and attachments thereto in safe and good mechanical condition and running order at all times and to furnish all supplies, accessories, and other essentials required for the use or operation of the Equipment. You shall install and maintain the Equipment so as to not void and to keep in full force and effect all manufacturers' warranties relating thereto, and, if required for such purpose, you will enter into, and maintain in full force and effect at all times during the Term of this Agreement, a maintenance agreement with the manufacturer or other reliable supplier of maintenance services acceptable to us with respect to the Equipment. At our request, you will furnish us with evidence of each such maintenance agreement. You agree to permit us and our representatives during normal business hours and on reasonable prior notice to inspect the Equipment. All supplies consumed or required by the Equipment shall meet the manufacturer's specifications and shall be furnished by you at your expense. All maintenance and service charges relative to the Equipment, whether under a maintenance agreement or otherwise, shall be paid by you.

8. Alterations and Modifications. You may, at your expense, make alterations in, add attachments to or upgrade the Equipment (the "**Additions**"), provided that any Addition shall not (a) interfere with the normal operation of the Equipment, (b) impair the value or utility of the Equipment or affect any warranty relating thereto, or (c) subject the Equipment to any hypothecs, liens, security interests, claims or other encumbrances. All Additions shall become our property if not removed by you prior to the end of the Term of this Agreement. The removal of any Addition shall be at your expense, and shall be done without damaging the Equipment, and after such removal you will ensure that the Equipment is restored to its original condition and utility prior to such Addition (reasonable wear and tear excepted). The manufacturer may incorporate engineering changes or make temporary alterations to the Equipment upon your request. If any Addition interferes with the normal and satisfactory operation or maintenance of the Equipment so as to increase the cost of maintenance or create a safety hazard, you will, at your expense, promptly remove such Addition and restore the Equipment to its original condition and utility prior to such Addition (reasonable wear and tear excepted).

9. Title and Security. We shall retain title to and ownership of the Equipment at all times prior to your exercise of any purchase price with respect thereto specified in this Agreement. We may make such registrations against you or otherwise under applicable personal property security laws or similar legislation as are deemed necessary to evidence and protect our interest in the Equipment. To the extent that this Agreement is determined to be a financing lease or not a true lease under any applicable personal property security laws, then with respect to this Agreement and to secure the payment and performance by you of all your obligations under this Agreement, you hereby grant us a security interest in your right, title and interest, now existing and hereafter arising, in and to, (a) the Equipment, (b) all insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of the Equipment, and (c) all books, records and proceeds relating to the foregoing.

10. No Cancellation. This Agreement may not be cancelled or terminated by us or by you during the Term hereof, except as expressly provided in this Agreement.

11. Entire Agreement. This Agreement shall constitute a separate and complete agreement between you and us with respect to the Equipment.

12. Use and Location. So long as no Customer Default exists, we will not disturb your quiet enjoyment of the Equipment during the Term of this Agreement. You shall operate the Equipment (i) for business purposes, (ii) in a safe and lawful manner, by competent and duly qualified personnel in accordance with applicable manufacturer's manuals and instructions, and (iii) in compliance with all federal, provincial, state and municipal statutes, ordinances, regulations and by-laws which may be applicable to the leasing, use or operation of the Equipment. In addition, you shall prepare and furnish to us all documents, returns or forms legally required to be prepared by you in relation to the Equipment. You shall be solely responsible for, and indemnify us against, any fines or penalties assessed for violations of any statute, ordinance, by-law or regulation of any governmental authority, as a result of the use or operation of the Equipment by you or any third party, and shall keep the Equipment free from any hypothecs, security interests, claims, liens and encumbrances. You agree to operate only the Equipment which has insurance coverage as provided herein and to comply with all conditions of insurance related to the Equipment. You will ensure that at all times the Equipment remains personal and moveable property and shall not become affixed to any real property. The Equipment may not be removed from any location specified in the attached Lease Schedule except upon prior written notice to and consent by us in each instance, and in no event may the Equipment be removed outside any province or jurisdiction in which the Equipment is to be located as specified in the attached Lease Schedule or as otherwise agreed upon by us with you.

13. Damage and Loss. Notwithstanding section 9 hereof, you shall bear all risk of loss of and damage to the Equipment at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder. You shall promptly notify us of any damage to the Equipment and shall ensure that such damage is promptly repaired at your expense. Notwithstanding the foregoing, if the Equipment is damaged beyond practical repair in our judgement, or is destroyed, lost, stolen or otherwise taken from you, legally or otherwise, you shall within 10 days of such event either (a) pay us the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement with respect to the Equipment, together with the Discounted Purchase Price at such time that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, the Discounted Fair Market Value at such time of the Equipment as at the end of the Initial Term), and upon receipt by us of such payment, all of our right, title and interest in and to the Equipment shall be transferred to you on an "as is, where is" basis without representation or warranty of any kind or nature and any liabilities relative to the Equipment which we or you may have shall be released (except such liabilities and obligations as are stated herein to survive after the end of the Term of this Agreement), or (b) provided no Customer Default exists under this Agreement, replace the Equipment with equipment of equal or greater value and utility (as determined by us) by conveying good and marketable title to such replacement equipment to us free

and clear of all liens, hypothecs, security interests, claims and other encumbrances. Upon any such conveyance the replacement equipment (which shall thereafter be included as Equipment for all purposes of this Agreement) shall be subject to this Agreement in all respects as if it were the replaced Equipment.

14. Insurance. You will provide and maintain at your expense, with respect to each unit of Equipment; (a) property insurance against the loss, theft, or destruction of, or damage to, or other risks of loss relative to, the Equipment as are customarily insured by "all risks" policies on similar equipment and by businesses in the industry in which you are engaged for the full replacement value of the Equipment, naming us as a first loss payee, b) public liability and third party property insurance, naming us as an additional insured and c) creditor life and disability coverage where the benefit amounts fully cover your lease obligations for the entire Term of this Agreement, naming us as the beneficiary. You will give us certificates or other evidence of such insurance when requested provided, however, that we shall not be under any duty either to ascertain the existence of or to examine such insurance or to advise you in the event that the insurance coverage does not comply with the requirements hereof. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance written notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we will have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the Term of this Agreement, from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance, and our fees placing and maintaining such insurance (collectively, "**Insurance Charge**") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal instalments allocated to the remaining Rent payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

15. Assignment. You shall not part with possession or control of all or any part of the Equipment, or sublease, assign, sell or dispose of your interest in the Equipment or in this Agreement. We may assign all or any of our rights in the Equipment or this Agreement without your consent or notice to you.

16. Indemnity. You shall indemnify us against, and save us harmless from, any and all damages, claims, actions, obligations and liabilities caused by or resulting from the installation or removal of the Equipment, the possession, use and operation of the Equipment, or our ownership of the Equipment, at all times during the Term of this Agreement and any re-delivery thereof to us as required hereunder and for a period of two years after the end of the Term of this Agreement. Such indemnity shall include our legal fees and costs arising from any of the foregoing and any payment made by us in settlement of any of the foregoing. Notwithstanding any other provision hereof, the indemnity contained in this section shall survive termination or expiration of this Agreement.

17. Default. It shall be a default under this Agreement if (each a "**Customer Default**") (a) you fail to pay any Rent or other amount when due and payable hereunder or under any other lease or other agreement with us, (b) you fail to observe or perform any other covenant or obligation therein or in any other lease or other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) you make a representation in this Agreement that is materially incorrect, (d) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (e) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (f) the Equipment is seized by any creditor of yours, (g) the primary nature of your business changes subsequent to the Effective Date of this Agreement, (h) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (i) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Effective Date of this Agreement.

18. Rights and Obligations on Default. Upon the occurrence of any Customer Default under this Agreement, we may in our sole discretion, in addition to any other rights and remedies available to us, exercise one or more of the following rights and remedies: (a) perform any obligation that you have failed to perform under this Agreement, in which case an amount equal to all expenses incurred by us in such performance shall be immediately payable by you to us on demand, it being understood that no such performance by us shall cure or be deemed to have cured any Customer Default as a result of such failure to perform by you; (b) require you to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the Discounted Rents at such time and all other accrued and then unpaid amounts under this Agreement; (c) enter any place where the Equipment is located and take possession of and remove the Equipment without court order or other process of law, or require you to (in which case you shall promptly), at your expense, return the Equipment to us at our nearest office or to such other place as we direct; and (d) terminate this Agreement (but without releasing any of your obligations then due hereunder and any other liabilities which are stated herein to survive termination). To the extent permitted by law, you waive the benefit of all laws governing the seizure and sale or other disposition of the Equipment upon default. We shall not be responsible for any expense or damage that may be incurred by you as a result of our exercising any of the foregoing rights and remedies unless due to our gross negligence or wilful misconduct. If we take possession of the Equipment, we may store, repair or recondition the Equipment and sell, lease or otherwise dispose of the Equipment for such amounts and on such terms and conditions as we may determine in our sole discretion. Any proceeds of any such sale, lease or other disposition when actually received in cash by us shall be applied first to reimburse us for all expenses, commissions, fees and disbursements incurred by us in connection with such repossession, storage, repair, reconditioning, sale, lease or other disposition, and any balance thereof in excess of the Discounted Purchase Price that was applicable to the Equipment as at the end of the Initial Term of this Agreement (or, if no purchase price has been specified, in excess of the Discounted Fair Market Value of the Equipment as at the end of the Initial Term) will be applied, first, against your obligations under this Agreement, and subsequently, against such of your obligations as are then due and payable under any other lease or any other agreement with us. You shall remain liable for any deficiency remaining under this Agreement and under any other lease or other agreement with us. If we enforce any provision of this Agreement on default, you shall reimburse us on demand for all expenses including legal fees and disbursements on a solicitor and own client basis, incurred by us in connection with such enforcement.

19. Waivers. All waivers given by us hereunder must be in writing, and any such waiver will apply only to the single instance for which it is given, and will not apply for any other instance, whether of the same nature or otherwise. We alone may waive any of your obligations under this Agreement. This Agreement may be amended only by our written agreement with you.

20. Administration Charges. You shall pay interest on any overdue amount under this Agreement at the rate of 18% per annum, calculated monthly. If any direction for payment made by you with respect to any amount payable hereunder to us is not honoured for any reason by the person to whom such direction has been given, you shall pay us a service charge of $100 for each instance. You shall reimburse us on demand for all administrative expenses incurred by us as a result of any amendment to this Agreement that has been requested by you and agreed to by us.

21. Pre-Authorized Payments. You shall pay us all instalments of Rent and other amounts under this Agreement by means of pre-authorized payments.

22. End of Term Options. Not later than three months prior to the last day of the Initial Term of this Agreement, you shall give us irrevocable notice of your intention to:

(a) on or before such last day, return the Equipment to us at our nearest office or as we otherwise direct, in which case you will pay all expenses in connection with such return including de-installation, packing, crating, loading, rigging and transportation; or

(b) on such last day, purchase the Equipment from us (on an "as is, where is" basis and without representation or warranty of any kind or nature) for a price equal to its then Fair Market Value.

If you give us the notice required above and fail to comply therewith, the Term of this Agreement shall be extended for an additional period equal to the greater of three months or the period between each required payment of Rent during the Term. In addition to any extension as contemplated by the preceding sentence, if you fail to give us the notice required above (whether prior to the end of the Initial Term of this Agreement or any extension thereof), the Term of this Agreement shall be extended for an additional period equal to the period between each required payment of Rent during the Term. In each case the Rent payable during such extension shall be, for greater certainty, the Rent in effect on the last day prior to such extension, unless we agreed in writing with you that other Rent be applicable in such circumstance.

23. Remarketing. If you elect to return the Equipment as specified in section 22, we may dispose of the Equipment in a commercially reasonable manner given the state of repair of the Equipment. For the purpose hereof, Net Proceeds means net proceeds of disposition received by us after deducting all reasonable expenses of disposition including, without limitation, storage, audit, testing, cleaning, repair, commission, insurance and advertising. If the Net Proceeds with respect to the Equipment are less than the Fair Market Value of the Equipment, you will promptly pay us as a final adjustment of Rent with respect to the Equipment an amount equal to such deficiency, plus applicable sales taxes, without abatement, set-off, counterclaim or other deduction. We will determine the final adjustment with respect to any unit of Equipment when the Equipment is disposed of and shall render a statement to you. If we have been unable to sell any unit of Equipment within 30 days after the end of the Initial Term, then the Net Proceeds will be deemed to be $1 and you will pay us not later than 35 days after the end of the Initial Term the deficiency between the deemed Net Proceeds of $1 and the Fair Market Value of the Equipment.

24. Credit Investigation and Financial Statements. You consent to any credit investigation carried out by us. At our request you will deliver to us any financial or other information related to you as reasonably requested by us to further our credit investigation. In addition and if requested by us, you will deliver within 120 days of your fiscal year end, a copy of your financial statements for such fiscal year or, if audited, your audited financial statements together with the opinion of the auditor.

25. Clerical Errors; Serial Numbers. You authorize us to correct any clerical errors in this Agreement and to include in this Agreement the serial numbers of the Equipment that is subject thereto. We shall promptly advise you of any such correction and serial numbers.

26. Representation and Warranty. You represent and warrant that this Agreement has been duly authorized, executed and delivered by you, and constitutes a legal, valid and binding agreement of yours enforceable against you in accordance with its terms. You further represent and warrant that any and all financial and other information provided to us is accurate and complete.

27. Notice. Any notice under this Agreement shall be in writing and shall be given by pre-paid registered mail, by facsimile, or by delivery to the person to whom it is addressed. A notice so given shall be deemed to have been received on the fifth day following posting in Canada, or if given by facsimile or delivered, on the day of

Pre-Authorized Debits (PAD) Agreement
Care Lending Group Inc. o/a Turf Care Financial

Please complete the Pre-Authorized Debit (PAD) Plan agreement below.

I/We authorize Care Lending Group Inc. o/a Turf Care Financial ("Turf Care") and the financial institution designated herein (or any financial institution I/we may authorize at any time) to begin deductions as per my/our instructions for monthly fixed or variable regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my/our account(s) with Turf Care. Regular fixed or variable monthly payments for the full amount of services delivered will be debited to my/our specified account on the **1st (First)** day of each month.

This authorization is to remain in effect until Turf Care has received written notification from me/us of its change or termination. This notification must be received at the address provided below at least thirty (30) days before the next debit is scheduled. I/We may obtain a sample cancellation form, or more information on my/our rights to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca.

I/We acknowledge that the present PAD Agreement applies solely to the method of payment between me/us and Turf Care, and that the PAD Agreement and any cancellation of that Agreement will not have any effect whatsoever with respect to any contract for goods and services between me/us and Turf Care and will not terminate any other obligation that I/we may have with Turf Care.

Turf Care may not assign this authorization without providing prior written notice to me/us of the full details of such assignment, including the identity and contact information of the assignee.

I/We hereby waive the right to receive pre-notification of the amount of the PAD or any changes to said amount, including due to tax variations, insurance premiums and/or additional charges, taxes, fees, fines and penalties owed by I/we under the terms of this Lease, and I/we agree that it does not require advance notice of the amount of PADs before the debit is processed.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca. Lessee and Lessor acknowledge that a facsimile or a signature shall be accepted as an original execution.

PLEASE PRINT Turf Care Lease Reference #TCF1-5

Lessee's Name(s): **Woodington Management Inc. o/a Woodington Lake Golf Club & Joseph Chetti**

Address: **7110 4th Line**

City: **Tottenham** Province: **Ontario** Postal Code: **L0G1W0**

Phone Number (Bus.): **905.936.4343**

Bank Name: BMO

Branch No. (5 digits): 24752 Bank No. (3 digits): 001 Account No.: 1991497

Bank Address: 30 Famous Avenue Unit 139A

City: Vaughan Province: ON Postal Code: L4L 9M3

Authorized Signature(s): X ____________ DATE: July 8/21

X ____________ DATE: ____________

PAD Agreement for payments made for business purposes.

PLEASE ATTACH SAMPLE VOID CHEQUE MARKED "VOID"

Turf Care Financial 200 Pony Drive Newmarket, Ontario L3Y 7B6

Please send to your insurer for completion and return to my attention

Lease No. 5

CERTIFICATE OF INSURANCE

Customer # 341020

This is to certify that CARE LENDING GROUP INC. o/a TURF CARE FINANCIAL ("LESSOR")
200 Pony Dr. Newmarket, Ontario L3Y 7B6
- AND -

TELEPHONE: (905)836.0988 Attention: Lindsay MacMillan

CUSTOMER INFORMATION ("LESSEE")		
Woodington Management Inc. o/a Woodington Lake Golf Club		
7110 4th Line	Tottenham, Ontario	L0G1W0

are insured in accordance with the terms of the insurance policies described below. If the policies are cancelled or changed so as to materially restrict the coverage provided, 30 days written notice of such cancellation or change shall be given to Lessor in the same manner if any policy is not being renewed. This is to further certify that Lessor is named as first loss payee and an Additional Named Insured on the policies below but only with respect to the equipment described below which is the subject of a Lease with Lessee.

EQUIPMENT TO BE LEASED	
QUANTITY	MAKE, MODEL, SERIAL NO. - OR OTHER DESCRIPTION
2	Toro Greensmaster 3150 s/n
	TOTAL COST $ 95,000.00

TYPE	INSURER (NAME & ADDRESS)	POLICY NUMBER	DATE	LIMITS OF LIABILITY
1. COMPREHENSIVE GENERAL LIABILITY Including Products Liability and Completed Operations Insurance, Cross Liability and Blanket Written Contractual			EFFECTIVE EXPIRATION	INCLUSIVE LIMIT $ (each occurrence or accident OR specify coverage)
2. EQUIPMENT ____ ALL RISKS ____ OTHER (state risks insured e.g. Fire & E/C, Specified perils, etc.)			EFFECTIVE EXPIRATION	SUM INSURED $ DEDUCTIBLE $ ____ BLANKET COVERAGE ____ SPECIFIED ITEMS

INSURER INFORMATION		
NAME OF AGENCY OR INSURER	Phone Policy No (s)	
ADDRESS	PROV	POSTAL CODE

AUTHORIZED REPRESENTATIVE OF INSURANCE AGENCY OR INSURER

SIGNATURE ______________________ TITLE ______________________

NAME (PLEASE PRINT) ______________________ DATE ______________________

CSIO

CERTIFICATE OF LIABILITY INSURANCE

This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
Turf Care Financial Limited 30 Vogell Road Unit 1 Richmond Hill ON L4B 3K6	WOODINGTON MANAGEMENT INC. AND WOODINGTON LAKE GOLF CLUB INC. 7110, 4th Line Tottenham, ON L0G 1W0

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

GOLF COURSE AND BANQUET FACILITY
Leased maintence equipment:
1- $95,000 Toro Greens Master - serial number to be CONFIRMED
2 - $45,000 MultiPro 5800g - serial number to be CONFIRMED
TOTAL VALUE: $140,000

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY	Intact Insurance	2021/ 1/ 8	2022/ 1/ 8	Commercial General Liability Bodily Injury and Property Damage Liability - - General Aggregate		5,000,000
[ ] Claims Made OR [X] Occurrence				- Each Occurrence		5,000,000
[X] Products and/or completed operations				Products and Completed Operations Aggregate		5,000,000
[ ] Employer's Liability	501517357			[ ] Personal Injury Liability [X] Personal and Advertising Injury Liability		5,000,000
[ ] Cross Liability						
[ ] Waiver of Subrogation				Medical Payments		50,000
[X] Tenants Legal Liability				Tenants Legal Liability		500,000
[ ] Pollution Liability Extension				Pollution Liability Extension		
[ ]						
[ ]						
[X] Non-Owned Automobiles	501517357 Intact	2021/ 8 / 18	2022/ 8 / 18	Non-Owned Automobile		5,000,000
[ ] Hired Automobiles				Hired Automobiles		
AUTOMOBILE LIABILITY				Bodily Injury and Property Damage Combined		
[ ] Described Automobiles				Bodily Injury (Per Person)		
[ ] All Owned Automobiles						
[ ] Leased Automobiles **				Bodily Injury (Per Accident)		
** All Automobiles leased in excess of 30 days where the insured is required to provide insurance				Property Damage		
EXCESS LIABILITY				Each Occurrence		
[ ] Umbrella Form				Aggregate		
[ ]						
OTHER LIABILITY (SPECIFY)				Broad Form	1,000	200,000
[X] Equipments Breakdown Lime	Intact Insurance	2021 / 8 / 18	2022/ 1 / 8	Broad Form	5,000	140,000
[X] Maintennce Equipment						
[ ]	501517357					
[ ]						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial general Liability - but only with respect to the operations of the Named Insured)
FSB COMMERCIAL LTD. 160 Drumlin Circle Concord, Ontario L4K3E5 BROKER CLIENT ID: 40333	Turf Care Financial Limited 30 Vogell Road Unit 1 Richmond Hill ON L4B 3K6

8. CERTIFICATE AUTHORIZATION

		Contact Number(s)			
Issuer	FSB COMMERCIAL LTD.	Type	No	Type	No
Authorized Representative	Carla Martin	Type Phone	No (905) 731-5177	Type Fax	No (905) 731-5742
Signature of Authorized Representative	X 2021 | 7 | 8	Date 2021 | 7 | 8		EMail Address	

POLICY #: 5 01517357 6748
POLICY PERIOD: JANUARY 8, 2021 TO JANUARY 8, 2022

INTACT INSURANCE COMPANY
P.O. BOX 4254 STATION A
TORONTO, ON
M5W 5S6
844-489-3768

BROKER ID# 42789 FRANK PATAFIO
FSB COMMERCIAL LTD.
160 DRUMLIN CIRCLE
VAUGHAN, ON
L4K 3E5
905-731-5177

002581

WOODINGTON MANAGEMENT INC.
7110 4TH LINE
TOTTENHAM, ON L0G 1W0

BMO BANK OF MONTREAL
WESTON & HWY 7 BRANCH
30 FAMOUS AVENUE, UNIT 139A TEL: (905) 264-2039
VAUGHAN, ON L4L 9M3

PAY $

TO THE
ORDER
OF

WOODINGTON MANAGEMENT INC.

PER ______________________

⑈002581⑈ ⑆24752⑉001⑆ 1991⑉497⑈

WOODINGTON MANAGEMENT INC.

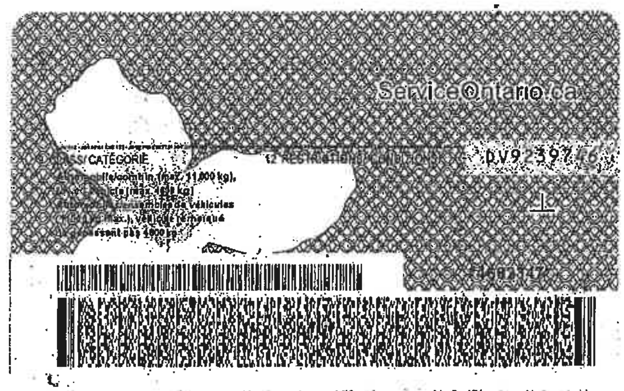
002581

WOODINGTON MANAGEMENT INC.

002581

X0913454904959-1 SLF108 To reorder, call D+H at 1-856-696-1987 (M-F, 9am to 5pm local time)


Ontario
Driver's Licence
Permis de conduire
ON
CANADA
KLEINBURG, ON, L0J 1C0
2017/08/04
1948/10/15


ServiceOntario.ca
CLASS/CATÉGORIE

TAB K

This is Exhibit "K" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

TURF CARE

Phone: (905) 836-0988 | Fax: (905) 836-6442

Statement

Customer #	480001
Statement Date	2024-07-05
Total Amount Due	48,876.57

Remit To
Turf Care Products Canada Limited
Les Produits Turf Care Can Lim
200 Pony Drive
Newmarket ON L3Y 7B6

Customer
WOODINGTON MANAGEMENT INC
c/o WOODINGTON LAKE GOLF CLUB
7110 4th LINE
TOTTENHAM ON L0G 1W0
Canada

Amount Paid
$ ______________

Please Return This Portion With Your Remittance

Statement Date	Customer #
2024-07-05	480001

A 1.5% SERVICE CHARGE APPLIES TO ALL OVERDUE AMOUNTS.

Invoice Date	Due Date	Type	Status	Invoice #	Charge Amount	Credit Amount
2022-10-14	2023-05-01	Booking Orders	DUE	809386-00 1	$ 10,555.00	
2022-10-17	2023-05-01	Booking Orders	DUE	809386-01 1	$ 489.95	
2022-10-26	2023-05-01	Booking Orders	DUE	810483-00 1	$ 3,471.86	
2022-10-27	2023-05-01	Booking Orders	DUE	810483-01 1	$ 904.89	
2022-11-02	2023-05-01	Booking Orders	DUE	810483-02 1	$ 463.38	
2023-04-26	2023-05-16	IN	DUE	822749-00 1	$ 348.66	
2023-05-02	2023-05-22	IN	DUE	823226-00 1	$ 451.08	
2023-05-03	2023-05-23	IN	DUE	810193-00 1	$ 106.94	
2023-05-17	2023-06-06	IN	DUE	826355-00 1	$ 754.52	
2023-05-29	2023-06-18	IN	DUE	825345-00 1	$ 3,617.75	
2023-06-01	2023-06-21	IN	DUE	4011475-00 1	$ 2,193.15	
2023-06-07	2023-06-27	IN	DUE	825362-00 1	$ 354.65	
2023-06-07	2023-06-30	IN	DUE	829814-00 1	$ 7,529.99	
2023-06-16	2023-07-06	IN	DUE	829212-00 1	$ 1,683.70	
2023-06-26	2023-06-26	IN	DUE	804551-01	$ 541.85	
2023-06-28	2023-07-18	IN	DUE	7990398-00 1	$ 683.65	
2023-06-29	2023-07-19	IN	DUE	7850060-00 1	$ 84.75	
2023-07-06	2023-07-26	IN	DUE	834591-00 1	$ 1,077.93	
2023-07-19	2023-08-08	IN	DUE	834591-01 1	$ 603.08	
2023-08-15	2023-09-04	IN	DUE	840484-00 1	$ 2,078.24	
2023-08-22	2023-09-11	IN	DUE	818339-00 1	$ 3,101.71	
2023-09-22	2023-10-12	IN	DUE	7943944-00 1	$ 179.72	
2023-09-25	2023-10-15	IN	DUE	845895-00 1	$ 1,766.30	
2023-09-25	2023-10-15	IN	DUE	7943893-00 1	$ 3,407.11	
2023-09-26	2023-10-16	IN	DUE	845895-01 1	$ 202.45	
2023-09-28	2023-10-18	IN	DUE	846471-00 1	$ 1,411.01	
2023-10-04	2023-10-24	IN	DUE	845895-02 1	$ 694.98	
2023-11-15	2023-12-05	IN	DUE	850261-00 1	$ 83.27	
2023-10-01	2023-10-21	IN	DUE	20231001-NSF	$ 35.00	

Current	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days
0.00	0.00	0.00	0.00	48,876.57
Service Charge YTD	Memo Sv Chg	Memo Credits	Future Due	
0.00	0.00	0.00	0.00	

TAB L

This is Exhibit "L" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

TURF CARE

Credit Application

Please return signed copy by fax to 905 836-6442 or email to credit@turfcare.ca

Name of Business:	Woodington Management Inc.		
Billing Address:	7110 Mill St.		
City:	Tottenham		
Province/State:	ON	Phone:	905-936-9523
Postal Code/ Zip Code:	L0G 1W0	Fax:	905-936-9546
Shipping Address:	☒ Same as Billing	Email:	geninfo@woodingtonlake.ca
Credit Limit Requested:	$5,000 (Hm) 3/12/19		

Name of Principle:	Joe Chetti	Date of Birth:	10/15/1948
Type of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		

How would you like to receive Invoices and/or Statements?	☒ Email ☐ Fax ☐ Mail
Would you like to be informed of price updates and promotions?	☒ Yes ☐ No
How did you hear about Turf Care?	previous owners

BUSINESS AND BANK INFORMATION

How long in Business:	___ yrs.	Do you?	Rent: ☐ ☒ Own

Products to be Purchased: ☒ Turf Equipment ☒ Golf Carts ☒ Parts ☒ Lighting/Irrigation

Bank Name:	Bank of Montreal	Address:	3700 Steeles Ave W., Woodbridge, ON
Account Number:	1991497	Transit Number:	24752

BUSINESS/TRADE REFERENCES

Company name	Phone:	Fax:
GC Duke Equipment	905-637-5216	905-637-2009
Brett Young Seeds	204-261-7932	204-275-7333
Alliance Agri-Turf.	905-857-2000	

AGREEMENT

It is agreed that Turf Care Products Canada Limited retains a security interest in all products sold and/or distributed by Turf Care Products Canada Limited including parts, units and accessories until the total balance owing for such product is fully paid. Turf Care Products Canada Limited retains the right to repossess products to satisfy balances due.

SERVICE CHARGE OF 18% PER ANNUM IS CHARGED ON ALL OVERDUE ACCOUNTS

By submitting this application, you are authorizing Turf Care Canada Limited to obtain a Credit Report using the banking and business trades/trade references that you have provided.

Turf Care Salesrep: ______

OFFICE USE ONLY M 123 GC 1234 KW 12 PC 123456789101112

TURF CARE PRODUCTS CANADA LIMITED
EQUIPMENT SECURITY AGREEMENT

IN CONSIDERATION of any credit granted from time to time by Turf Care Products Canada Limited ("Turf Care") to the undersigned in connection with the sale of goods by Turf Care, the undersigned hereby grants a security interest in all goods hereafter acquired by the undersigned from Turf Care and the proceeds thereof (the "Collateral") to secure the due and punctual payment of the balance of the purchase price of such goods outstanding from time to time in accordance with the terms of payment as specified in Turf Care invoices to the undersigned. To the extent that the security interest secures payment of all or part of the purchase price for goods sold by Turf Care, this security interest is a purchase money security interest. If the undersigned has held any goods on approval or trial, the undersigned will be deemed to have returned such goods to Turf Care and Turf Care will be deemed to have re-shipped such goods and the undersigned to have obtained possession on the date of its invoice for such goods. All invoices by Turf Care to the undersigned which describe goods sold to the undersigned are hereby incorporated into and form part of this security agreement. The undersigned acknowledges that such goods are not inventory in the ordinary course of the undersigned's business and agrees that it will not sell or otherwise dispose of the Collateral without the prior written consent of Turf Care.

Upon the occurrence of the Event of Default, Turf Care, may, at its option, declare all amounts then owning by the undersigned to be due and payable and the security hereby granted shall immediately become enforceable. In addition to any other remedies available to Turf Care, it may (a) without notice to the undersigned or legal process, enter any premises where the Collateral may be situated and take possession thereof; (b) make any commercially reasonable repair, processing, or preparation of the Collateral for disposition; dispose of the Collateral by private sale, public sale, lease or otherwise upon such terms and conditions as Turf Care may determine; (c) retain the Collateral in whole or in part for such period of time as is commercially reasonable; (d) irrevocably retain the Collateral in accordance with the provisions of the Personal Property Security Act and such retention shall reduce the amount of the Obligations by an amount equal to the fair market value of the Collateral so retained; (e) purchase the Collateral or any part thereof at a public sale; (f) appoint a receiver over all or any part of the Collateral with all or any of the powers hereby reserved to Turf Care or; (g) take any other action, suit, remedy or proceeding authorized or permitted by the Act or by law or equity. Turf Care's rights and remedies, whether provided for in this Agreement or otherwise, may be exercised separately or in combination.

Where the Collateral has been disposed of by Turf Care as provided herein, Turf Care shall account to the undersigned for any amount by which the proceeds of disposition of the Collateral exceed the amount owing to Turf Care by the undersigned, plus the expenses of Turf Care. At any time before Turf Care has disposed of the Collateral as provided herein or before Turf Care has elected to irrevocably retain the Collateral the undersigned may redeem the Collateral by tendering payment of the aggregate of all amounts due to Turf Care plus its expenses.

"Event of Default" occurs if (a) default in payment is made by the undersigned; (b) any encumbrance affecting the Collateral becoming enforceable or an encumbrance taking possession of all or a substantial portion of the Collateral; (c)a distress or execution or other similar process is enforced against all or a substantial portion of the Collateral; (d) the undersigned takes any action for liquidation or winding-up, or makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due, or makes any proposal or assignment under any bankruptcy legislation of any applicable jurisdiction, or if a bankruptcy petition is filed or presented by it in respect of its properties or assets, or a judgement or order is entered approving such petition; (e) a receiver or any other official with similar powers is appointed for it; or (f) the undersigned ceases to carry on business.

This Agreement is binding on the undersigned, its successors and assigns and inures to the benefit of Turf Care, its successors and assigns. This Agreement shall be read and interpreted with such changes in gender and number as is required by the circumstances.

DATED this 22nd day of Feb., 2019

Business Name:	Woodington Management Inc.
Billing Address:	7110 Mill St., Tottenham, ON, L0G 1W0

AUTHORIZED NAME: Joe Chetti TITLE: owner

SIGNATURE: X

TURF CARE
Phone (905) 836-0988 Fax (905) 836-6442
200 Pony Drive, Newmarket, ON, CA L3Y 7B6

Bank Reference Authorization Form

I Joe Chetti, hereby authorize Turf Care Products to obtain a bank reference
(Name)

from Bank of Montreal
(Name of Bank)

Woodington Management Inc.
Company Name

X
Signature

Owner
Title

Feb. 22/19
Date

TAB M

This is Exhibit "M" referred to in the Affidavit of Andrew Sunn sw orn by Andrew Sunn of the Town of Uxbridge, in the Province of O ntario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Jennifer Cole

D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

Lindsay MacMillan

From:	Toby McHale
Sent:	March 21, 2024 8:25 AM
To:	Lindsay MacMillan
Subject:	FW: Leases Bank Account Update
Attachments:	TD Bank Void Cheque From Bank.pdf
Importance:	High

For Woodington. Thanks

From: Accounting <accounting@woodingtonlake.com>
Sent: Wednesday, March 20, 2024 11:44 AM
To: Toby McHale <toby.mchale@turfcare.ca>
Subject: Leases Bank Account Update
Importance: High

You don't often get email from accounting@woodingtonlake.com. Learn why this is important

Toby, hope all is well. I just wanted to give you a change in bank account information for the upcoming leases. Could you have this updated please? Nothing else changes. Just a different bank account as per the owner Joseph Chetti.

Thank you,

Darlene Atherley
Controller

Woodington Lake Golf Club
7110 4th Line, Tottenham, Ontario
L0G 1W0
905-936-4343 ext. 232

accounting@woodingtonlake.com

[CAUTION: This email originated from outside of the organization. Be careful when opening links or attachments]

TAB N

This is Exhibit "N" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Jennifer Cole

D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

ServiceOntario

Main Menu New Enquiry Rate Our Service

Enquiry Result

File Currency: **06MAY 2025**

All Pages

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	WOODINGTON MANAGEMENT INC.							
File Currency	06MAY 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	513770076	1	12	1	25	27FEB 2030		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**		**Registered Under**	**Registration Period**
513770076		001	1		20250227 1240 1590 9706		P PPSA	5
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	WOODINGTON MANAGEMENT INC.							
	Address				**City**		**Province**	**Postal Code**
	7110 4TH LINE				TOTTENHAM		ON	L0G 1W0
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**							
	CARE LENDING GROUP INC.							
	Address				**City**		**Province**	**Postal Code**
	200 PONY DRIVE				NEWMARKET		ON	L3Y 7B6
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			
	WILSON VUKELICH LLP			
	Address	City	Province	Postal Code
	710-60 COLUMBIA WAY	MARKHAM	ON	L3R 0C9

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	WOODINGTON MANAGEMENT INC.									
File Currency	06MAY 2025									
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status		
	514225386	2	12	2	25	14MAR 2030				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number		Registered Under	Registration Period	
514225386		001	1			20250314 1610 1590 1976		P PPSA	5	
Individual Debtor	Date of Birth		First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name							Ontario Corporation Number		
	WOODINGTON MANAGEMENT INC.									
	Address						City	Province	Postal Code	
	7110 4TH LINE						TOTTENHAM	ON	L0G 1W0	
Individual Debtor	Date of Birth		First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name							Ontario Corporation Number		
	1000736785 ONTARIO LIMITED									
	Address						City	Province	Postal Code	
	156 CAPNER COURT						KLEINBURG	ON	L0J 1C0	
Secured Party	Secured Party / Lien Claimant									
	CARE LENDING GROUP INC.									
	Address						City	Province	Postal Code	
	200 PONY DRIVE						NEWMARKET	ON	L3Y 7B6	
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									
	WILSON VUKELICH LLP (PZ, FILE 50-2501)									
	Address						City	Province	Postal Code	
	60 COLUMBIA WAY, 7TH FLOOR						MARKHAM	ON	L3R 0C9	

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	WOODINGTON MANAGEMENT INC.							
File Currency	06MAY 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	514225953	3	12	3	25	14MAR 2030		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
514225953		001	2			20250314 1633 1590 1985	P PPSA	5
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	WOODINGTON MANAGEMENT INC.							
	Address				**City**		**Province**	**Postal Code**
	7110 4TH LINE				TOTTENHAM		ON	L0G 1W0
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	1000736785 ONTARIO LIMITED							
	Address				**City**		**Province**	**Postal Code**
	156 CAPNER COURT				KLEINBURG		ON	L0J 1C0
Secured Party	**Secured Party / Lien Claimant**							
	CARE LENDING GROUP INC.							
	Address				**City**		**Province**	**Postal Code**
	200 PONY DRIVE				NEWMARKET		ON	L3Y 7B6

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**			
	ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE			
	DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,			
	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND			
Registering Agent	**Registering Agent**			
	WILSON VUKELICH LLP (PZ, FILE 50-2501)			
	Address	**City**	**Province**	**Postal Code**
	60 COLUMBIA WAY, 7TH FLOOR	MARKHAM	ON	L3R 0C9

CONTINUED

Type of Search	Business Debtor
Search Conducted On	WOODINGTON MANAGEMENT INC.
File Currency	06MAY 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	514225953	3	12	4	25	14MAR 2030	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
514225953		002	2		20250314 1633 1590 1985		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	15OCT1948	JOSEPH		CHETTI
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**

	Address	City	Province	Postal Code
	156 CAPNER COURT	KLEINBURG	ON	L0J 1C0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	16OCT1948	JOSEPH		CHETTI
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**

	Address	City	Province	Postal Code
	156 CAPNER COURT	KLEINBURG	ON	L0J 1C0

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
	ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF
	THE FOREGOING.

Registering Agent	Registering Agent			
	Address	**City**	**Province**	**Postal Code**

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	WOODINGTON MANAGEMENT INC.
File Currency	06MAY 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	514437525	4	12	5	25	21MAR 2030	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

514437525		001	1		20250321 1624 1590 2994	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	WOODINGTON MANAGEMENT INC.			
	Address	**City**	**Province**	**Postal Code**
	7110 4TH LINE	TOTTENHAM	ON	L0G 1W0
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	1000736785 ONTARIO LIMITED			
	Address	**City**	**Province**	**Postal Code**
	156 CAPNER COURT	KLEINBURG	ON	L0J 1C0
Secured Party	**Secured Party / Lien Claimant**			
	TURF CARE PRODUCTS CANADA LIMITED			
	Address	**City**	**Province**	**Postal Code**
	200 PONY DRIVE	NEWMARKET	ON	L3Y 7B6

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**			
	WILSON VUKELICH LLP			
	Address	**City**	**Province**	**Postal Code**
	710-60 COLUMBIA WAY	MARKHAM	ON	L3R 0C9

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	WOODINGTON MANAGEMENT INC.						
File Currency	06MAY 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	751620735	5	12	6	25	27MAY 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**
751620735		01	001		20190527 1704 1462 4435	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**

	WOODINGTON MANAGEMENT INC.			
	Address	City	Province	Postal Code
	7110 4TH LINE	TOTTENHAM	ON	L0G1W0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name		Ontario Corporation Number	
	WOODINGTON LAKE GOLF CLUB			
	Address	City	Province	Postal Code
	7110 4TH LINE	TOTTENHAM	ON	L0G1W0

Secured Party	Secured Party / Lien Claimant			
	TURF CARE FINANCIAL LIMITED			
	Address	City	Province	Postal Code
	1 - 30 VOGELL ROAD	RICHMOND HILL	ON	L4B3K6

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
	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND
	AFTER-ACQUIRED PERSONAL PROPERTY.

Registering Agent	Registering Agent			
	CWB MAXIUM FINANCIAL INC.			
	Address	City	Province	Postal Code
	1 - 30 VOGELL ROAD	RICHMOND HILL	ON	L4B3K6

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	WOODINGTON MANAGEMENT INC.				
File Currency	06MAY 2025				
	File Number	Family	of Families	Page	of Pages
	751620735	5	12	7	25

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20250220 1404 1462 9175	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	751620735			D ASSGNMT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	WOODINGTON MANAGEMENT INC.		

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**								
	WOODINGTON MANAGEMENT INC.								
Secured Party	**Secured party, lien claimant, assignee**								
	CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL								
	Address					**City**		**Province**	**Postal Code**
	200 PONY DRIVE					NEWMARKET		ON	L3Y7B6
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**								
	CARE LENDING GROUP INC.								
	Address					**City**		**Province**	**Postal Code**
	200 PONY DRIVE					NEWMARKET		ON	L3Y7B6

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	WOODINGTON MANAGEMENT INC.							
File Currency	06MAY 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	769588002	6	12	8	25	01FEB 2028		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**		**Registered Under**	**Registration Period**
769588002		01	002		20210201 1703 1462 6177		P PPSA	7
Individual Debtor	**Date of Birth**	**First Given Name**			**Initial**		**Surname**	

Business Debtor	**Business Debtor Name**							**Ontario Corporation Number**	
	WOODINGTON MANAGEMENT INC.								
	Address					**City**		**Province**	**Postal Code**
	7110 4TH LINE					TOTTENHAM		ON	L0G1W0
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**							**Ontario Corporation Number**	
	WOODINGTON LAKE GOLF CLUB								
	Address					**City**		**Province**	**Postal Code**
	7110 4TH LINE					TOTTENHAM		ON	L0G1W0
Secured Party	**Secured Party / Lien Claimant**								
	TURF CARE FINANCIAL LIMITED								
	Address					**City**		**Province**	**Postal Code**
	1 - 30 VOGELL ROAD					RICHMOND HILL		ON	L4B3K6
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**								
	ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE								
	DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,								
	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND								
Registering Agent	**Registering Agent**								
	CWB MAXIUM FINANCIAL INC.								
	Address					**City**		**Province**	**Postal Code**
	1 - 30 VOGELL ROAD					RICHMOND HILL		ON	L4B3K6

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	WOODINGTON MANAGEMENT INC.						
File Currency	06MAY 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	769588002	6	12	9	25	01FEB 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**		**Registered Under**	**Registration Period**
769588002		02	002		20210201 1703 1462 6177		P PPSA	7
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**	**Surname**	
	15OCT1948		JOSEPH				CHETTI	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address					**City**	**Province**	**Postal Code**
	156 CAPNER COURT					KLEINBURG	ON	L0J1C0

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
	ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF
	THE FOREGOING.
	130-2021 YAMAHA ELECTRIC CARS

Registering Agent	Registering Agent			
	CWB MAXIUM FINANCIAL INC.			
	Address	City	Province	Postal Code
	1 - 30 VOGELL ROAD	RICHMOND HILL	ON	L4B3K6

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	WOODINGTON MANAGEMENT INC.				
File Currency	06MAY 2025				
	File Number	Family	of Families	Page	of Pages
	769588002	6	12	10	25

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20250206 1706 1462 2812	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	769588002			D ASSGNMT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	WOODINGTON MANAGEMENT INC.		

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**				
	TURF CARE FINANCIAL LIMITED				
Secured Party	**Secured party, lien claimant, assignee**				
	CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL				
	Address		**City**	**Province**	**Postal Code**
	200 PONY DRIVE		NEWMARKET	AB	L3Y7B6

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**			
	CARE LENDING GROUP INC.			
	Address	**City**	**Province**	**Postal Code**
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	WOODINGTON MANAGEMENT INC.						
File Currency	06MAY 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	774064044	7	12	11	25	02JUL 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**
774064044		01	002		20210702 1406 1462 2913	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	WOODINGTON MANAGEMENT INC.				
	Address		**City**	**Province**	**Postal Code**
	7110 4TH LINE		TOTTENHAM	ON	L0G1W0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	WOODINGTON LAKE GOLF CLUB			
	Address	City	Province	Postal Code
	7110 4TH LINE	TOTTENHAM	ON	L0G1W0

Secured Party	Secured Party / Lien Claimant			
	CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL			
	Address	City	Province	Postal Code
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6

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
	ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE
	DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND

Registering Agent	Registering Agent			
	1951584 ONTARIO INC.			
	Address	City	Province	Postal Code
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	WOODINGTON MANAGEMENT INC.					
File Currency	06MAY 2025					
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	774064044	7	12	12	25	02JUL 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
774064044		02	002		20210702 1406 1462 2913	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	16OCT1948	JOSEPH		CHETTI

Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code
	156 CAPNER COURT	KLEINBURG	ON	L0J1C0

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								
	ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF								
	THE FOREGOING.								
	1-TORO MULTIPRO 5800G								
Registering Agent	Registering Agent								
	1951584 ONTARIO INC.								
	Address					City		Province	Postal Code
	200 PONY DRIVE					NEWMARKET		ON	L3Y7B6

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	WOODINGTON MANAGEMENT INC.							
File Currency	06MAY 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	774064053	8	12	13	25	02JUL 2028		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period
774064053		01	002			20210702 1406 1462 2914	P PPSA	7
Individual Debtor	Date of Birth		First Given Name			Initial	Surname	
Business Debtor	Business Debtor Name						Ontario Corporation Number	
	WOODINGTON MANAGEMENT INC.							
	Address					City	Province	Postal Code
	7110 4TH LINE					TOTTENHAM	ON	L0G1W0
Individual Debtor	Date of Birth		First Given Name			Initial	Surname	
Business Debtor	Business Debtor Name						Ontario Corporation Number	
	WOODINGTON LAKE GOLF CLUB							
	Address					City	Province	Postal Code
	7110 4TH LINE					TOTTENHAM	ON	L0G1W0
Secured Party	Secured Party / Lien Claimant							
	CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL							
	Address					City	Province	Postal Code
	200 PONY DRIVE					NEWMARKET	ON	L3Y7B6

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
	ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE
	DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND

Registering Agent	Registering Agent			
	1951584 ONTARIO INC.			
	Address	City	Province	Postal Code
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	WOODINGTON MANAGEMENT INC.						
File Currency	06MAY 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	774064053	8	12	14	25	02JUL 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
774064053		02	002		20210702 1406 1462 2914	P PPSA	7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	16OCT1948	JOSEPH		CHETTI
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address		City	Province / Postal Code
	156 CAPNER COURT		KLEINBURG	ON / L0J1C0

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				
	ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF				
	THE FOREGOING.				
	2-TORO GREENSMASTER 3150				
Registering Agent	Registering Agent				
	1951584 ONTARIO INC.				
	Address	City	Province	Postal Code	
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6	

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	WOODINGTON MANAGEMENT INC.						
File Currency	06MAY 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	778694346	9	12	15	25	01DEC 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
778694346		01	003		20211201 1410 1462 4618	P PPSA	6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	WOODINGTON MANAGEMENT INC.				
	Address		City	Province	Postal Code
	7110 4TH LINE		TOTTENHAM	ON	L0G1W0
Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	WOODINGTON LAKE GOLF CLUB				
	Address		City	Province	Postal Code
	7110 4TH LINE		TOTTENHAM	ON	L0G1W0
Secured Party	Secured Party / Lien Claimant				
	CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL				
	Address		City	Province	Postal Code
	200 PONY DRIVE		NEWMARKET	ON	L3Y7B6

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 GOODS LEASED BY THE SECURED PARTY TO THE
	DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND

Registering Agent	Registering Agent			
	1951584 ONTARIO INC.			
	Address	City	Province	Postal Code
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	WOODINGTON MANAGEMENT INC.								
File Currency	06MAY 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status	
	778694346	9	12	16	25	01DEC 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number		Registered Under	Registration Period
778694346		02	003			20211201 1410 1462 4618		P PPSA	6
Individual Debtor	Date of Birth		First Given Name				Initial	Surname	
	16OCT1948		JOSEPH					CHETTI	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	Address						City	Province	Postal Code
	156 CAPNER COURT						KLEINBURG	ON	L0J1C0
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								
	ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF								
	THE FOREGOING.								
	1-TORO REELMASTER 3555								
Registering Agent	Registering Agent								
	1951584 ONTARIO INC.								
	Address						City	Province	Postal Code
	200 PONY DRIVE						NEWMARKET	ON	L3Y7B6

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	WOODINGTON MANAGEMENT INC.						
File Currency	06MAY 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	778694346	9	12	17	25	01DEC 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
778694346		03	003		20211201 1410 1462 4618	P PPSA	6

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**			
	1-ANGLEMASTER 4100			
Registering Agent	**Registering Agent**			
	1951584 ONTARIO INC.			
	Address	**City**	**Province**	**Postal Code**
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	WOODINGTON MANAGEMENT INC.						
File Currency	06MAY 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**

	778694355	10	12	18	25	01DEC 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
778694355		01	003		20211201 1410 1462 4619	P PPSA	6

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	WOODINGTON MANAGEMENT INC.				
	Address		**City**	**Province**	**Postal Code**
	7110 4TH LINE		TOTTENHAM	ON	L0G1W0
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	WOODINGTON LAKE GOLF CLUB				
	Address		**City**	**Province**	**Postal Code**
	7110 4TH LINE		TOTTENHAM	ON	L0G1W0
Secured Party	**Secured Party / Lien Claimant**				
	CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL				
	Address		**City**	**Province**	**Postal Code**
	200 PONY DRIVE		NEWMARKET	ON	L3Y7B6

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 GOODS LEASED BY THE SECURED PARTY TO THE
	DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND

Registering Agent	**Registering Agent**			
	1951584 ONTARIO INC.			
	Address	**City**	**Province**	**Postal Code**
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	WOODINGTON MANAGEMENT INC.						
File Currency	06MAY 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	778694355	10	12	19	25	01DEC 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
778694355		02	003		20211201 1410 1462 4619	P PPSA	6

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	16OCT1948	JOSEPH		CHETTI	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	156 CAPNER COURT		KLEINBURG	ON	L0J1C0
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**
	ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF
	THE FOREGOING.
	1-USED EXPRESS DUAL 5000 GRINDER

Registering Agent	**Registering Agent**			
	1951584 ONTARIO INC.			
	Address	**City**	**Province**	**Postal Code**
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	WOODINGTON MANAGEMENT INC.						
File Currency	06MAY 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	778694355	10	12	20	25	01DEC 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
778694355		03	003		20211201 1410 1462 4619	P PPSA	6

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								
	1-USED TORO REELMASTER 5410								
	1-USED TORO REELMASTER 3550								
	1-USED TORO GREENSMASTER 3150								
Registering Agent	Registering Agent								
	1951584 ONTARIO INC.								
	Address					City		Province	Postal Code
	200 PONY DRIVE					NEWMARKET		ON	L3Y7B6

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	WOODINGTON MANAGEMENT INC.								
File Currency	06MAY 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status	
	792296532	11	12	21	25	12APR 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number		Registered Under	Registration Period
792296532		01	003			20230412 1704 1462 0082		P PPSA	6
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	WOODINGTON MANAGEMENT INC.								
	Address					City		Province	Postal Code
	7110 4TH LINE					TOTTENHAM		ON	L0G1W0
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	WOODINGTON LAKE GOLF CLUB								
	Address					City		Province	Postal Code

	7110 4TH LINE						TOTTENHAM	ON	L0G1W0
Secured Party	**Secured Party / Lien Claimant**								
	CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL								
	Address						**City**	**Province**	**Postal Code**
	200 PONY DRIVE						NEWMARKET	ON	L3Y7B6
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 GOODS LEASED BY THE SECURED PARTY TO THE								
	DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,								
	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND								
Registering Agent	**Registering Agent**								
	CARE LENDING GROUP INC.								
	Address						**City**	**Province**	**Postal Code**
	200 PONY DRIVE						NEWMARKET	ON	L3Y7B6

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	WOODINGTON MANAGEMENT INC.								
File Currency	06MAY 2025								
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**		**Status**	
	792296532	11	12	22	25	12APR 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**		**Registered Under**	**Registration Period**
792296532		02	003			20230412 1704 1462 0082		P PPSA	6
Individual Debtor	**Date of Birth**		**First Given Name**				**Initial**	**Surname**	
	15OCT1948		JOSEPH				R	CHETTI	
Business Debtor	**Business Debtor Name**							**Ontario Corporation Number**	
	Address						**City**	**Province**	**Postal Code**
	156 CAPNER COURT						KLEINBURG	ON	L0J1C0
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
	ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF
	THE FOREGOING.
	2-TORO WORKMAN MDX W/FAIRWAY CAFE

Registering Agent	Registering Agent			
	CARE LENDING GROUP INC.			
	Address	City	Province	Postal Code
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	WOODINGTON MANAGEMENT INC.					
File Currency	06MAY 2025					
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	792296532	11	12	23	25	12APR 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
792296532		03	003		20230412 1704 1462 0082	P PPSA	6

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
	6-TORO WORKMAN MDX
	3-TORO WORKMAN HDX

Registering Agent	Registering Agent			
	CARE LENDING GROUP INC.			
	Address	City	Province	Postal Code
	200 PONY DRIVE	NEWMARKET	ON	L3Y7B6

END OF FAMILY

Type of Search	Business Debtor					
Search Conducted On	WOODINGTON MANAGEMENT INC.					
File Currency	06MAY 2025					
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	796364838	12	12	24	25	18AUG 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
796364838		001	2		20230818 1214 1793 7072	P PPSA	2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	WOODINGTON MANAGEMENT INC.			2669745
	Address	City	Province	Postal Code
	7110 4TH LINE	TOTTENHAM	ON	L0G1W0

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			
	2M7 FINANCIAL SOLUTIONS			
	Address	City	Province	Postal Code
	64 SIGNET DRIVE	TORONTO	ON	M9L2Y4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X		X			265500		X

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	SECURITY INTEREST IN,

	A) EACH AND EVERY FUTURE RECEIVABLE, ALL PURSUANT TO AND IN			
	ACCORDANCE WITH THE			
Registering Agent	**Registering Agent**			
	2M7 FINANCIAL SOLUTIONS			
	Address	**City**	**Province**	**Postal Code**
	3605 WESTON RD	NORTH YORK	ON	M9L1V7

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	WOODINGTON MANAGEMENT INC.							
File Currency	06MAY 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	796364838	12	12	25	25	18AUG 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**
796364838		002	2			20230818 1214 1793 7072		

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**
	PROVISIONS OF AN AGREEMENT DATED FEBRUARY 12, 2021, NAMELY, THE
	MERCHANT CASH ADVANCE AGREEMENT.

Registering Agent	**Registering Agent**			
	Address	**City**	**Province**	**Postal Code**

LAST PAGE

Note: All pages have been returned.

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TAB O

This is Exhibit "O" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

ServiceOntario

Main Menu New Enquiry Rate Our Service

Enquiry Result

File Currency: **06MAY 2025**

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Type of Search	Business Debtor						
Search Conducted On	1000736785 ONTARIO LIMITED						
File Currency	06MAY 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	514225386	1	4	1	5	14MAR 2030	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
514225386		001	1		20250314 1610 1590 1976	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	WOODINGTON MANAGEMENT INC.			
	Address		**City**	**Province** / **Postal Code**
	7110 4TH LINE		TOTTENHAM	ON / L0G 1W0
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	1000736785 ONTARIO LIMITED			
	Address		**City**	**Province** / **Postal Code**
	156 CAPNER COURT		KLEINBURG	ON / L0J 1C0
Secured Party	**Secured Party / Lien Claimant**			
	CARE LENDING GROUP INC.			
	Address		**City**	**Province** / **Postal Code**
	200 PONY DRIVE		NEWMARKET	ON / L3Y 7B6

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			
	WILSON VUKELICH LLP (PZ, FILE 50-2501)			
	Address	City	Province	Postal Code
	60 COLUMBIA WAY, 7TH FLOOR	MARKHAM	ON	L3R 0C9

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	1000736785 ONTARIO LIMITED								
File Currency	06MAY 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status	
	514225953	2	4	2	5	14MAR 2030			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number		Registered Under	Registration Period
514225953		001	2			20250314 1633 1590 1985		P PPSA	5
Individual Debtor	Date of Birth		First Given Name				Initial	Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	WOODINGTON MANAGEMENT INC.								
	Address						City	Province	Postal Code
	7110 4TH LINE						TOTTENHAM	ON	L0G 1W0
Individual Debtor	Date of Birth		First Given Name				Initial	Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	1000736785 ONTARIO LIMITED								
	Address						City	Province	Postal Code
	156 CAPNER COURT						KLEINBURG	ON	L0J 1C0
Secured Party	Secured Party / Lien Claimant								
	CARE LENDING GROUP INC.								
	Address						City	Province	Postal Code
	200 PONY DRIVE						NEWMARKET	ON	L3Y 7B6
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								
	ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE								
	DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,								
	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND								
Registering Agent	Registering Agent								
	WILSON VUKELICH LLP (PZ, FILE 50-2501)								
	Address						City	Province	Postal Code
	60 COLUMBIA WAY, 7TH FLOOR						MARKHAM	ON	L3R 0C9

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	1000736785 ONTARIO LIMITED							
File Currency	06MAY 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	514225953	2	4	3	5	14MAR 2030		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
514225953		002	2		20250314 1633 1590 1985		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	15OCT1948	JOSEPH		CHETTI	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	156 CAPNER COURT		KLEINBURG	ON	L0J 1C0
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	16OCT1948	JOSEPH		CHETTI	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	156 CAPNER COURT		KLEINBURG	ON	L0J 1C0
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**
	ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF
	THE FOREGOING.

Registering Agent	**Registering Agent**			
	Address	**City**	**Province**	**Postal Code**

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	1000736785 ONTARIO LIMITED
File Currency	06MAY 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	514437525	3	4	4	5	21MAR 2030	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
514437525		001	1		20250321 1624 1590 2994	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	WOODINGTON MANAGEMENT INC.			
	Address	City	Province	Postal Code
	7110 4TH LINE	TOTTENHAM	ON	L0G 1W0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	1000736785 ONTARIO LIMITED			
	Address	City	Province	Postal Code
	156 CAPNER COURT	KLEINBURG	ON	L0J 1C0

Secured Party	Secured Party / Lien Claimant			
	TURF CARE PRODUCTS CANADA LIMITED			
	Address	City	Province	Postal Code
	200 PONY DRIVE	NEWMARKET	ON	L3Y 7B6

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			
	WILSON VUKELICH LLP			
	Address	City	Province	Postal Code
	710-60 COLUMBIA WAY	MARKHAM	ON	L3R 0C9

END OF FAMILY

Type of Search	Business Debtor					
Search Conducted On	1000736785 ONTARIO LIMITED					
File Currency	06MAY 2025					

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	515323944	4	4	5	5	16APR 2030	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

515323944		001	1			20250416 1500 1590 7012	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	1000736785 ONTARIO INC.				
	Address		**City**	**Province**	**Postal Code**
	156 CAPNER COURT		KLEINBURG	ON	L0J 1C0
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**				
	ROCK GARDEN DEVELOPMENT CORPORATION				
	Address		**City**	**Province**	**Postal Code**
	156 CAPNER COURT		KLEINBURG	ON	L0J 1C0

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**			
	BLANEY MCMURTRY LLP (D. ULLMANN)			
	Address	**City**	**Province**	**Postal Code**
	1500-2 QUEEN STREET EAST, MARITIME LIFE	TORONTO	ON	M5C 3G5

LAST PAGE

Note: All pages have been returned.

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TAB P

This is Exhibit "P" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

Wilson
Vukelich LLP
Lawyers

WILSON VUKELICH LLP
BARRISTERS AND SOLICITORS
60 Columbia Way, 7th Floor
Markham ON Canada L3R 0C9
Tel. 905.940.8700 Fax 905.940.8785
Toll Free 1.866.508.8700
www.wvllp.ca

Direct Dial: (905) 940-8711
Toll Free: 1-866-508-8700 ext. 2232
Assistant: (905) 940-8700 ext. 2248
E-Mail: dlangley@wvllp.ca
File: 50-2501

March 26, 2025

DELIVERED VIA REGISTERED MAIL AND COURIER

Woodington Management Inc.
7110 4th Line
Tottenham ON L0G 1W0
Attention: Joseph Chetti

1000736785 Ontario Limited
156 Capner Court
Kleinburg ON L0J 1C0
Attention: Frances Chetti

Joseph Chetti
156 Capner Court
Kleingburg ON L0J 1C0

Dear Mr. and Ms. Chetti:

Re: Indebtedness of Woodington Management Inc. operating as Woodington Lake Golf Club ("Lessee") and Joseph Chetti ("Lessee") to Turf Care Financial Limited ("Lessor") and Care Lending Group Inc. operating as Turf Care Financial ("Lessor")

Re: The liability of the purported assignee 1000736785 Ontario Limited to the Lessors

We are lawyers for the Lessors. The Lessees are indebted to the Lessors pursuant to six equipment leases dated February 3, 2021, July 8, 2021, July 8, 2021, January 15, 2022, June 15, 2022 and April 15, 2023.

We are advised by the Lessors that the Lessees have defaulted pursuant to the six leases as aforesaid by breaching the following covenants in the leases:

a) The purported assignment by the Lessee Woodington Management Inc. operating as Woodington Lake Golf Club, and the Lessee Joseph Chetti of their interests in, possession, and control of the leased equipment, without the knowledge and consent of the Lessors, to 1000736785 Ontario Limited, a company controlled by Joseph Chetti, on or about December 12, 2023 contrary to Section 15 of the leases.

b) The Lessees Woodington Management Inc. and Joseph Chetti guaranteed the first mortgage on the lands and premises of Woodington Lake Golf Club held by Melvyn

Eisen Trustee in the principal amount of $11,500,000.00. Formal Demand for payment was made by the Mortgagee on their guarantees on May 16, 2024 and the Lessees Woodington Management Inc. and Joseph Chetti remain in default. This constituted a default by the Lessees in violation of Section 17(d) of each of the leases.

c) When the Lessees Woodington Management Inc. operating as Woodington Lake Golf Club and Joseph Chetti purported to assign their interests, possession, and control of the leased equipment to 1000736785 Ontario Limited, the primary nature of their businesses changed constituting a default in violation of Section 17(g) of each of the leases.

d) The making of demand by the first mortgagee Melvyn Eisden Trustee against the Lessees Woodington Management Inc. operating as Woodington Lake Golf Club, and Joseph Chetti constituted a material adverse change in their financial condition, business, assets, properties, or prospects, in violation of Section 17(i) of each of the leases.

We are further advised by our clients that the Lessee Woodington Management Inc. operating as Woodington Lake Golf Club entered into a General Security Agreement with the Lessor Care Lending Group Inc. operating as Turf Care Financial on July 8, 2021 providing to it a continuing security interest in all of its assets and undertakings, and an assignment of its accounts, as security for all its present and future obligations, indebtedness and liability to the Lessor, including all costs and expenses (including legal fees) of the Lessor incurred in dealing with the Lessee.

We are advised by our client that Woodington Management Inc. has defaulted pursuant to the terms of the General Security Agreement as follows:

a) It purported to cease to continue to carry on, and maintain in good standing the business being carried on by it on the date of the Agreement in violation of Section 13(f) of the Agreement.

b) It purported to transfer its interest in all of the collateral to 1000736785 Ontario Limited without the express written agreement of the Lessor in violation of Section 14(c) of the Agreement.

c) It defaulted under its guarantee of the first mortgage over the lands and premises of Woodington Lake Golf Club in violation of Section 15(b) of the Agreement.

d) A bankruptcy, reorganization or insolvency proceeding was instituted against it in violation of Section 15(e) of the Agreement.

All of the defaults of Woodington Management Inc. operating as Woodington Lake Golf Club are binding on 1000736785 Ontario Limited. All of the collateral held by Woodington Management Inc. as Lessee pursuant to the leases, remain secured by the General Security Agreement and the leases, notwithstanding any purported unauthorized transfer of the collateral from Woodington Management Inc. to 1000736785 Ontario Limited.

According to the Lender Records, the amount due and owing by the Lessees as a genuine pre-estimate of liquidated damages, and not as a penalty, are the Discounted Rates calculated as at March 1, 2025 as follows:

Deal ID	Lease #	Date of Lease	Discounted Unpaid Installments	Before Tax	After Tax Applied
1227	TCF1-3	February 3, 2021	March 1, 2025 to November 1, 2025	$441,524.15	$498,922.29
1432	TCF1-4	July 8, 2021	March 1, 2025 to November 1, 2025	$11,015.96	$12,447.81
1433	TCF1-5	July 8, 2021	March 1, 2025 to November 1, 2026	$46,746.50	$52,823.55
2330	TCF1-6	January 18, 2022	March 1, 2025 to November 1, 2026	$62,342.49	$70,447.01
2331	TCF1-7	June 15, 2022	March 1, 2025 to November 1, 2026	$60,669.93	$68,557.02
3212	TCF1-8	April 15, 2023	March 1, 2025 to November 1, 2027	$262,652.29	$246,797.04
				Total	**$999,994.77**

Interest accrues on the amounts set out above at the rate of 18% per annum, calculated monthly from the date of this letter.

On behalf of the Lessors, we hereby demand payment of the amounts owing under the leases. Unless payment of the aforesaid amounts, together with additional interest accrued, fees, expenses and legal costs actually incurred to the date of payment is made forthwith, the Lessors shall take such steps as it deems necessary or advisable, to recover payment of the amount owing, without further demand upon, or notice to you. Such steps may include entering any place where the equipment is located and taking possession of and removing the equipment without court order or other process of law, or requiring you to promptly at your expense, return the equipment to us at our nearest office or to such other place as we direct.

Enclosed please find the Lessor's Notice of Intention to Enforce Security, which is served upon the Lessees pursuant to the Section 244(1) of the Bankruptcy and Insolvency Act (Canada).

Yours truly,
WILSON VUKELICH LLP
Per:

Douglas D. Langley
DDL\fy
Enclosure

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*)

To: **Woodington Management Inc. operating as Woodington Lake Golf Course**, an insolvent person

Joseph Chetti, an insolvent person

1000736785 Ontario Limited, an insolvent person

Take notice that:

1. Turf Care Financial Limited and Care Lending Group Inc. operating as Turf Care Financial, secured creditors, intend to enforce their security on all of the present and after acquired property of Woodington Management Inc. operating as Woodington Lake Golf Course, Joseph Chetti and purporting to be in the possession of 1000736785 Ontario Limited.
2. The security that is to be enforced is (i) six equipment leases dated February 3, 2021, July 8, 2021, July 8, 2021, January 15, 2022, June 15, 2022 and April 15, 2023 and (ii) a General Security Agreement dated July 8, 2021, all of which have been duly registered pursuant to the Personal Property Security Act RSO 1990, c P-10 as amended.
3. The total amount of the indebtedness secured by the Security as at the close of business on March 25, 2025 is $999,994.77 for principal and interest, plus legal 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 Markham, this 26th day of March, 2025.

Turf Care Financial Ltd. and Care Lending Group Inc., operating as Turf Care Financial by their lawyers Wilson Vukelich LLP
Per:

Douglas D. Langley

TAB Q

This is Exhibit "Q" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Jennifer Cole
D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

Wilson
Vukelich LLP
Lawyers

WILSON VUKELICH LLP
BARRISTERS AND SOLICITORS
60 Columbia Way, 7th Floor
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Assistant: (905) 940-8700 ext. 2248
E-Mail: dlangley@wvllp.ca
File: 50-2501

March 26, 2025

DELIVERED VIA REGISTERED MAIL AND COURIER

Woodington Management Inc.
7110 4th Line
Tottenham ON L0G 1W0
Attention: Joseph Chetti

1000736785 Ontario Limited
156 Capner Court
Kleinburg ON L0J 1C0
Attention: Frances Chetti

Dear Mr. and Ms. Chetti:

Re: Indebtedness of Woodington Management Inc. ("Debtor") to Turf Care Products Canada Ltd. ("Supplier")

Re: The liability of the purported assignee 1000736785 Ontario Limited to the Supplier

We are lawyers for the Supplier. The Debtor is indebted to the Supplier pursuant to 29 invoices dated from October 14, 2022 to October 1, 2023 for the supply of attachments, accessories and replacement parts for leased equipment. The total amount of the indebtedness is in the amount of $48,876.57 with interest accrued on all overdue invoices at the rate of 18% per annum in the amount of $15,363.80 calculated up to March 24, 2025.

On February 22, 2019, the Debtor Woodington Management Inc. granted to the Supplier a security interest in all goods thereafter acquired from the Supplier, and the proceeds thereof (the "collateral"), to secure the due and punctual payment of the balance of the purchase price of such goods outstanding from time to time in accordance with the terms of payment as specified in the Supplier invoices to the Debtor. Attached hereto as Schedule A is a complete list with full particulars of the outstanding invoices at this time.

All of the defaults of Woodington Management Inc. are binding on 1000736785 Ontario Limited. All of the collateral held by Woodington Management Inc. as Debtor pursuant to the invoices, remain secured by the Security Agreement notwithstanding any purported unauthorized transfer of the collateral from Woodington Management Inc. to 1000736785 Ontario Limited.

On behalf of the Supplier, we hereby make demand upon the Debtor for payment of a total of $64,240.37 of principal and interest due and owing pursuant to the invoices, together with additional interest, fees, expenses and legal costs. The Supplier shall take such steps as it deems necessary or advisable to recover payment of the amount owing, without further demand upon or notice to the Debtor including entering any premises where the collateral may be situated and taking possession thereof.

Enclosed please find the Supplier's Notice of Intention to Enforce Security, which is served upon the Debtor and on 1000736785 Ontario Limited pursuant to Section 244(1) of the Bankruptcy and Insolvency Act (Canada).

Yours truly,
WILSON VUKELICH LLP
Per:

Douglas D. Langley
DDL\fy
Enclosures

Schedule A

Statement

TURF CARE

Phone: (905) 836-0988 | Fax: (905) 836-6442

Remit To
Turf Care Products Canada Limited
Les Produits Turf Care Can Lim
200 Pony Drive
Newmarket ON L3Y 7B6

Customer #	480001
Statement Date	3/5/25
Total Amount Due	48,876.57

Customer
WOODINGTON MANAGEMENT INC
c/o WOODINGTON LAKE GOLF CLUB
7110 4th LINE
TOTTENHAM ON L0G 1W0
Canada

Amount Paid

$ _______________

Please Return This Portion With Your Remittance

Statement Date	Customer #
3/5/25	480001

A 1.5% SERVICE CHARGE APPLIES TO ALL OVERDUE AMOUNTS.

Invoice Date	Due Date	Type	Status	Invoice #	Charge Amount	Credit Amount
2/28/24	3/19/24	IN	DUE	2262024-99	48,876.57	

Current	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days
0.00	0.00	0.00	0.00	48,876.57

Service Charge YTD	Memo Sv Chg	Memo Credits	Future Due
0.0	0.0	0.0	0.0

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*)

To: **Woodington Management Inc.**, an insolvent person

1000736785 Ontario Limited, an insolvent person

Take notice that:

1. Turf Care Products Canada Limited, a secured creditor, intends to enforce its security in all of the present and future acquired property of Woodington Management Inc. and purporting to be in the possession of 1000736785 Ontario Limited.

2. The security that is to be enforced is a Security Agreement dated February 22, 2019 which has been duly registered pursuant to the Personal Property Security Act RSO 1990 c. P10 as amended.

3. The total amount of the indebtedness secured by the Security is $48,876.57 together with interest at the rate of 18% per annum calculated to March 24, 2025 in the amount of $15,363.80.

4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following on the sending of this notice, unless the insolvent persons consent to an earlier enforcement.

Dated at Markham, this 26th day of March, 2025.

Turf Care Products Canada Limited by its lawyers Wilson Vukelich LLP
Per:

Douglas D. Langley

TAB R

This is Exhibit "R" referred to in the Affidavit of Andrew Sunn sworn by Andrew Sunn of the Town of Uxbridge, in the Province of Ontario, before me at the City of Markham, in the Province of Ontario, on June 16, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Jennifer Cole

D827D6797BBE41A...

Commissioner for Taking Affidavits (or as may be)

Jennifer Elizabeth Cole, a Commissioner, etc.,
Province of Ontario, for
Wilson Vukelich LLP, Barristers and Solicitors.
Expires July 5, 2025.

Quote #28050

March 31, 2025

Colin Renton
Care Lending Group Inc.
200 Pony Drive
Newmarket, Ontario, L3Y 7B6

Doug Langley
Wilson Vukelich LLP
60 Columbia Way
Markham, Ontario, L3R 0C9

Dear Colin and Doug,

Thank you for the opportunity to present this turf equipment and golf car assessment for your review. The equipment was inspected and assessed on March 24, 2025 at Woodington Lake Golf Club by Brett Carthew, Turf Care's Used Equipment Sale Manager, and Bill Martel Turf Care's Commercial Equipment Sales Manager. The equipment was assessed as a total package to offer a best price.

Based on their assessment, the equipment and golf cars noted in this report are valued at $1,017,600 + HST.

Please note that the replacement value for this equipment package is $2,500,000 + HST + applicable tariffs. Order to delivery time is 3 to 6 months for golf cars and 12 to 18 months for turf equipment.

A description, and condition assessment of each piece of equipment follows.

Please feel free to contact me if you have any questions about this assessment.

Thank you.

Tim Trimper
President
Turf Care Products Canada

Helping your business grow.

Note: Equipment photos are stock photos and are not of the actual units.

TURF CARE

Quote #28050
March 31, 2025
Customer

One Hundred Thirty (130) **2021 Yamaha Drive² AC Electric Carbon Metallic** (Numerous Serial #s)

- (130) Polycarbonate Clear Hinged Windshield
- (130) Fleet Number Decal – Shield Style (#1-130)
- (130) Clip On Information Holders
- (130) Wheel Cover, Silver
- (130) Sand Bottle Kit No Handle
- (130) Club Cover, Beige

One (1) **2015 Toro Multipro 5800G** (Serial # 315000287)

- 1844 hours verified March 24, 2025
- Well below average usage based on 450hrs/per season average
- With Hose Reel, Sonic Booms, XP Controller

Two (2) **2021 Toro Greensmaster 3150** (Serial #s 410079567, 410079568)

- 455, 465 hours verified March 24, 2025
- Well below average usage based on 450hrs/per season average
- With 14 Blade Reels
- LED Light Kit

One (1) **2021 Toro Reelmaster 3555** (Serial # 409157392)

- 1744 hours verified March 24, 2025
- Below average usage based on 450hrs/per season average
- 8 Blade Reels

TURF CARE

Quote #28050
March 31, 2025
Customer

One (1) **2013 Anglemaster 4100 Grinder** (Serial # 25884)

- 108 hours verified March 24, 2025

One (1) **2013 Express Dual 5000 Grinder** (Serial # A01051)

One (1) **2013 Toro Reelmaster 5410** (Serial # 313000265)

- 3979 hours verified March 24, 2025
- Below average usage based on 450hrs/per season average
- With Sunshade

TURF CARE

Quote #28050
March 31, 2025
Customer

One (1) **2016 Toro Reelmaster 3550** (Serial # 316000322)

- 3071 hours verified March 24, 2025
- Below average usage based on 450hrs/per season average
- With Groomers

One (1) **2016 Toro Greensmaster 3150** (Serial # 316000604)

- 1369 hours verified March 24, 2025
- Below average usage based on 450hrs/per season average
- 11 Blade Cutting Units

Two (2) **2022 Toro Workman MDX with Fairway Café**
(Serial #s 412235018, 412234840)

- 902 & 919 hours verified March 24, 2025
- Below average usage based on 450hrs/per season average

Six (6) **2022 Toro Workman MDX**
(Serial #s 412810807, 412234841, 412579362, 412579402, 412579476, 412579360)

- 475, 497, 499, 529, 690, 710 hours verified March 24, 2025
- Below average usage based on 450hrs/per season average
- With Canopy, Windshield, Bed Lift, Brush Guard

TURF CARE

Quote #28050
March 31, 2025
Customer

Three (3) **2023 Toro Workman HDX**
(Serial # 414563565, 414563581, 414563618)

- 233, 255, 272 hours verified March 24, 2025
- Well below average usage based on 450hrs/per season average
- With High Flow Kit

The total assessed pre-tax value after our physical inspection of the equipment on March 24, 2025 is $1,017,600

MELVYN EISEN, TRUSTEE -and- **WOODINGTON ESTATES INC.**

Applicant Respondent

Court File No. CV-24-00725570-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ANDREW SUNN
SWORN JUNE 16, 2025

WILSON VUKELICH LLP
Barristers and Solicitors
60 Columbia Way, 7th Floor
Markham ON L3R 0C9

Douglas Langley LSO #16909Q
Tel: (905) 940-8711
dlangley@wvllp.ca

Lawyers for the Respondents, Turf Care Financial Ltd., Care Lending Group Inc. o/a Turf Care Financial and Turf Care Products Canada Limited

EISEN et al -and- WOODINGTON ESTATES INC. et al
Applicants Respondents

Court File No. CV-24-00725570-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

RESPONDING MOTION RECORD

WILSON VUKELICH LLP
Barristers and Solicitors
60 Columbia Way, Suite 710
Markham ON L3R 0C9

Douglas D. Langley (16909Q)
dlangley@wvllp.ca
Tel: (905) 940-8711
Fax: (905) 940-8785

Lawyers for the Respondents Turf Care Financial Ltd., Care Lending Group Inc. o/a Turf Care Financial and Turf Care Products Canada Limited

File Number: 50-2501