

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

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

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

APPLICATION RECORD
(re appointment of a Receiver)

October 7, 2022

CHAITONS LLP
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Toronto, ON M2N 7E9

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Lawyers for the Respondents

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Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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- and -

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NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing

- In person
- By telephone conference
- By video conference

on Wednesday, October 12, 2022, at 11:00 a.m.

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

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

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

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

Date October 7, 2022 Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 9th Floor
Toronto, Ontario M5G ~~1R8~~ 1R7

TO: CUTTING EDGE PRECISION SERVICES ULC
PROPER WINDSOR HOLDINGS ULC
SGM REAL ESTATE HOLDINGS ULC
3230 Moynahan Street
Oldcastle, Ontario N0R 1L0

APPLICATION

1. The Applicant, The Toronto-Dominion Bank (the “**Bank**” or “**TD**”), makes application for:
 - (a) an order validating service of this Notice of Application and the Application Record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served;
 - (b) an order appointing Albert Gelman Inc. (“**AGI**”) as receiver (“**Receiver**”) of the property, assets and undertaking of Cutting Edge Precision Services ULC (“**Cutting Edge**”), Proper Windsor Holdings ULC (“**Proper Windsor**”) and SGM Real Estate Holdings ULC (“**SGM Real Estate**”) (collectively, the “**Debtors**”) pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3 (the “**BIA**”), and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”); and
 - (c) such further and other relief as this Honourable Court may deem just.

2. The grounds for the application are:

The Parties

- (a) The Debtors are unlimited liability companies governed by the British Columbia *Business Corporations Act*.
- (b) Cutting Edge carries on business as a designer and manufacturer of tooling and plastic injection molding services from a plant located at 3230 Moynahan Street, Oldcastle, Ontario (the “**Real Property**”).

- (c) SGM Real Estate is a holding company that is the registered owner of the Real Property.
- (d) Proper Windsor is a holding company that owns all of the shares of Cutting Edge.
- (e) The Debtors are indirect subsidiaries of Proper Group International LLC, which is a designer and manufacturer of plastic injection molds and injection-molded sub-components headquartered in Warren, Michigan.
- (f) As of June 2022, Cutting Edge had approximately 85 employees. There is no employer sponsored pension plan for the employees.

TD Loans and Security

- (g) Pursuant to a commitment letter dated November 27, 2015, as amended (the “**Commitment Letter**”), the Bank has extended to Cutting Edge an operating demand facility in the maximum amount of \$5.0 million (the “**Operating Facility**”), and a term facility in the amount of \$495,111 (the “**Equipment Facility**”), which was provided to Cutting Edge to refinance its facility with TD Equipment Finance.
- (h) Cutting Edge is also indebted to the Bank with respect to an Equipment Loan and Security Agreement it entered into with Wells Fargo Equipment Finance Company (“**Wells Fargo**”), as TD acquired Wells Fargo’s Canadian direct equipment finance business in May 2021.
- (i) Proper Windsor and SGM Real Estate each have guaranteed the indebtedness owed by Cutting Edge to the Bank.

- (j) As security for the indebtedness, liabilities and obligations owed by the Debtors to the Banks, the Debtors have granted general security agreements in favour of TD (“GSAs”).
- (k) SGM Real Estate has also granted a charge in favour of the Bank in the principal amount of \$2.5 million, and an assignment of rents, both of which were registered on title to the Real Property on September 1, 2022
- (l) Pursuant to the terms of the GSAs, failure to pay an amount when due is an event of default.
- (m) The Debtors have agreed that, upon default, the Bank is entitled to appoint a receiver in writing and/or make an application for the court appointment of a receiver.

Demands and Attempts at Refinancing

- (n) On December 17, 2021, the Bank demanded payment from each of the Debtors and delivered notices of intention to enforce its security under the *BIA*.
- (o) During the past ten (10) months, the Debtor has attempted to refinance its indebtedness with the Bank.
- (p) By May 2022, it was unable to obtain financing with a lender that it had been in discussions with for six (6) months.
- (q) On May 27, 2022, the Bank once again demanded payment from each of the Debtors and delivered notices of intention to enforce its security under the *BIA*.

Sale Process and Forbearance Agreement

- (r) Cutting Edge advised the Bank that a sale process was being conducted for the sale of the Debtors' Canadian business, along with Proper Group's U.S. business.
- (s) Cutting Edge requested that the Bank forbear until September 30, 2022 to allow for sufficient time to complete a sale transaction with a buyer (the "**Buyer**") that Proper Group had entered into a letter of intent with.
- (t) The Bank and the Debtors agreed to the terms of a forbearance agreement dated August 24, 2022 between (the "**Forbearance Agreement**"), pursuant to which the Bank agreed to forbear from enforcing its security against the Debtors to September 30, 2022.
- (u) Pursuant to section 7 of the Forbearance Agreement, it is an event of default if Cutting Edge fails to irrevocably repay its indebtedness to the Bank in full by September 30, 2022.
- (v) Pursuant to sections 8.1 and 8.2 and Schedule "C" of the Forbearance Agreement, upon the occurrence of an event of default, the Debtors each irrevocably consented to an order of the Superior Court of Justice (Commercial List) appointing a receiver over the property and assets of the Debtors.

Failure to Complete Sale Transaction or Assignment of Bank's Debt and Security

- (w) On September 20, 2022, the Bank, through its lawyers, was advised that the sale transaction with the Buyer would not be completed by September 30, 2022.

- (x) As an alternative, the Buyer was prepared to take an assignment of the Bank's debt and security, to be completed by September 30, 2022.
- (y) On September 26, 2022, the Bank, through its lawyers, was informed that the Buyer was no longer proceeding with the acquisition of the Bank's debt and security.
- (z) On October 3, 2022, the Bank, through its lawyers, was informed that the Buyer had walked away from the sale transaction on September 30, 2022

Just and Convenient to Appoint a Receiver

- (aa) The Bank demanded payment from the Debtors and sent BIA notices in December 2021 and May 2022.
- (bb) The Debtors owe the Bank in excess of CDN\$3.6 million and US\$265,000.
- (cc) The Debtors have failed to complete a refinancing of their indebtedness to the Bank or a sale of their business to repay the indebtedness during the past ten (10) months.
- (dd) The Debtors are in default under the Forbearance Agreement and have consented to the appointment of a receiver under the Forbearance Agreement and the GSAs.
- (ee) It is in the best interests of the Bank and the Debtors' creditors generally, and is just and convenient, to appoint a Receiver to take control and realize on the Debtors' property and assets.
- (ff) AGI has agreed to accept the appointment as Receiver.

Statutory and Other Grounds

- (gg) Section 243 of the *BIA*, and Section 101 of the *CJA*.

- (hh) Rules 1.04(1), 1.05, 2.01, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*.
 - (ii) Such further and other grounds as counsel may advise and this Honourable Court permits.
3. The following documentary evidence will be used at the hearing of the application:
- (a) the affidavit of Kathryn Furfaro sworn October 7, 2022 and the exhibits thereto;
and
 - (b) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

October 7, 2022

CHAITONS LLP
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Toronto, Ontario M2N 7E9

Sam Rappos (LSO #51399S)
Tel: (416) 218-1137
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**Lawyers for the Applicant,
The Toronto-Dominion Bank**

THE TORONTO-DOMINION BANK

Applicant

-and-

CUTTING EDGE PRECISION SERVICES ULC *et al*

Respondent

Court File No.

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

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Sam Rappos (LSO #51399S)

Tel: (416) 218-1137

E-mail: samr@chaitons.com

**Lawyers for the Applicant,
The Toronto-Dominion Bank**

TAB 2

**ONTARIO
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B E T W E E N:

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AFFIDAVIT OF KATHRYN FURFARO
(sworn October 7, 2022)

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

1. I am a Manager, Commercial Credit, with the Financial Restructuring Group (“**FRG**”) of the Applicant, The Toronto-Dominion Bank (the “**Bank**” or “**TD**”). The facts in this affidavit are within my personal knowledge or determined from the face of the documents attached as exhibits and from information and advice provided to me by others. When matters set out below are based upon information and advice from others, I have identified the source of the information and believe it to be true.

2. This affidavit is sworn in support of the Bank's application for the appointment of Albert Gelman Inc. ("**AGI**") as receiver of the property, assets and undertakings of Cutting Edge Precision Services ULC ("**Cutting Edge**"), Proper Windsor Holdings ULC ("**Proper Windsor**"), and SGM Real Estate Holdings ULC ("**SGM Real Estate**") (collectively, the "**Debtors**" and individually, a "**Debtor**").

THE DEBTORS

3. Each of the Debtors is an unlimited liability company governed by the British Columbia *Business Corporations Act*. The registered office for each Debtor is the Vancouver office of an international law firm. Copies of the BC Company Summary for each of the Debtors are collectively attached hereto and marked as **Exhibit "A"**.

4. Cutting Edge carries on business as a designer and manufacturer of tooling and plastic injection molding services, serving automotive, industrial and consumer customers. Cutting Edge operates from a plant located at 3230 Moynahan Street, Oldcastle, Ontario (the "**Real Property**").

5. SGM Real Estate is a holding company that is the registered owner of the Real Property. Cutting Edge leases the premises located on the Real Property from SGM Real Estate. A copy of the parcel register for the Real Property is attached hereto and marked as **Exhibit "B"**.

6. Based on information provided to the Bank by the Debtors and a review of Cutting Edge's financial statements, I understand that: (a) Proper Windsor is a holding company that owns all of the shares of Cutting Edge; and (b) the Debtors are indirect subsidiaries of Proper Group International LLC, which is a designer and manufacturer of plastic injection molds and injection-molded sub-components. The Proper Group of companies are headquartered in Warren, Michigan.

7. Cutting Edge purchases steels and resells it to Proper Tooling, LLC (“**Proper Tooling**”), which is a Proper Group company. Additionally, Cutting Edge enters into sales and purchase transactions with Proper Tooling, which comprises a significant percentage of their business.

8. I have been informed by Tom McElroy of AGI that, based on information provided to him by Cutting Edge, as of June 2022, Cutting Edge had approximately 85 employees. None of the employees are unionized, and there is no employer sponsored pension plan for the employees.

TD LOANS AND SECURITY

9. Pursuant to a commitment letter dated November 27, 2015, as amended (the “**Commitment Letter**”), the Bank agreed to extend the following credit facilities to Cutting Edge:

- (a) an operating demand facility in the maximum amount of \$5.0 million (the “**Operating Facility**”), which is margined against certain of Cutting Edge’s accounts receivable; and
- (b) a term facility in the amount of \$495,111 (the “**Equipment Facility**”), which was provided to Cutting Edge to refinance its facility with TD Equipment Finance.

In addition to the credit facilities discussed above, the Bank has extended VISA credit card facilities to Cutting Edge. Attached hereto and marked as **Exhibit “C”** is a copy of the Commitment Letter.

10. Cutting Edge entered into an Equipment Loan and Security Agreement with Wells Fargo Equipment Finance Company (“**Wells Fargo**”) dated February 5, 2020, as amended (collectively, the “**Equipment Agreement**”) in the amount of UD\$398,469.14 (the “**Wells Fargo Facility**”) with respect to certain equipment financed by Wells Fargo. In May 2021, TD acquired Wells

Fargo’s Canadian direct equipment finance business. As a result, Cutting Edge is indebted to the Bank under the Equipment Agreement. A copy of the Equipment Agreement is attached hereto and marked as **Exhibit “D”**.

11. As of September 29, 2022, the following amounts, which are comprised of principal and interest only, were owed by Cutting Edge to the Bank:

Operating Facility	\$3,345,641.11
Equipment Facility	\$ 253,578.56
Wells Fargo Facility	US\$ 264,767.20

12. Cutting Edge’s indebtedness to the Bank is secured by a general security agreement dated January 30, 2015, a copy of which is attached hereto and marked as **Exhibit “E”**.

13. Proper Windsor and SGM Real Estate have each guaranteed the indebtedness owed by Cutting Edge to the Bank pursuant to guarantees respectively dated January 30, 2015 and October 25, 2016 (collectively, the “**Guarantees**”). Copies of the Guarantees are collectively attached hereto and marked as **Exhibit “F”**.

14. As security for their obligations to the Bank:

- (a) Proper Windsor and SGM Real Estate have each granted a general security agreement in favour of the Bank, respectively dated January 30, 2015 and October 25, 2016 (together with the general security agreement granted by Cutting Edge, the “**GSAs**”), copies of which are collectively attached hereto and marked as **Exhibit “G”**;

- (b) SGM Real Estate has granted a charge in favour of the Bank in the principal amount of \$2.5 million registered on title to the Real Property on September 1, 2022, a copy of which is attached hereto and marked as **Exhibit “H”**; and
- (c) SGM Real Estate has a granted an assignment of rents in favour of the Bank registered on title to the Real Property on September 1, 2022, a copy of which is attached hereto and marked as **Exhibit “I”**.

15. Pursuant to section 11 of the GSAs, it is an event of default if the Debtors fail to pay, when due, the indebtedness and obligations owed by the Debtors to the Bank. Pursuant to section 12 of the GSAs, upon the occurrence of an event of default, the Debtors have agreed that the Bank may appoint a receiver in writing or apply to court for the appointment of a receiver.

16. The Bank has registered *Personal Property Security Act* (“**PPSA**”) financing statements against each of the Debtors in Ontario and British Columbia. Attached hereto and collectively marked as **Exhibit “J”** are copies of Ontario Enquiry Response Certificates for the Debtors current as of October 3, 2022. Attached hereto and collectively marked as **Exhibit “K”** are copies of BC Personal Property Search Results for the Debtors obtained on October 4, 2022.

OTHER SECURED CREDITORS

17. Based on my review of the search results attached as exhibits, and information provided to the Bank by the Debtors, I understand that the Debtors’ other secured creditors consist of Business Development Bank of Canada (“**BDC**”) and equipment lessors.

BDC

18. Based on my review of Cutting Edge's financial statements for the year ended December 31, 2021, I understand that Cutting Edge owed approximately \$1.43 million to BDC with respect to equipment, working capital and COVID-19 loans.

19. As set out in the parcel register for the Real Property, BDC has the first mortgage registered on title to the Real Property on September 28, 2020 in the principal amount of \$2.5 million (the "**BDC Mortgage**"), and an assignment of rents also registered on that same day. Attached hereto and collectively marked as **Exhibit "L"** are copies of these documents.

20. BDC has registered PPSA financing statements in BC and Ontario against each of the Debtors.

21. Based on documentation provided to the Bank by Cutting Edge, I understand that as of June 22, 2022, there was principal of \$1,498,500 outstanding under the BDC Mortgage.

22. As a result, to the Bank's knowledge, the Debtors owe approximately \$2.9 million to BDC.

23. TD, BDC and Cutting Edge are parties to a priority agreement dated January 30, 2015 (the "**Priority Agreement**"). Pursuant to the Priority Agreement, BDC has subordinated its security in favour of TD's security over Cutting Edge's inventory, accounts receivable, and equipment that TD has a purchase-money security interest in. TD has subordinated its security in favour of BDC over all of Cutting Edge's other personal property. A copy of the Priority Agreement is attached hereto and marked as **Exhibit "M"**.

Equipment Lessors

24. Based on my review of the PPSA search results attached as exhibits, I understand that the following parties have registered PPSA financing statements indicating a security interest in certain of Cutting Edge's equipment: Meridian Onecap Credit Corp., CWB National Leasing Inc., and North American Lighting, Inc. ("NAL").

25. NAL, TD and Cutting Edge are party to a subordination agreement dated May 19, 2021 (the "**Subordination Agreement**"). Pursuant to the Subordination Agreement, TD confirmed that it has no security interest in any molds, tooling, and property of NAL that are in the possession of Cutting Edge. A copy of the Subordination Agreement is attached hereto and marked as **Exhibit "N"**.

FINANCIAL DIFFICULTIES AND DEMAND

26. In November 2021, the Debtors' accounts with the Bank were transferred to FRG as a result of, among other things, Cutting Edge having negative cash flows in 2020 and 2021 and repeated breaches of certain financial covenants. The Bank had informed Cutting Edge of covenant breaches in letters dated August 25, September 1, and November 5, 2021, copies of which are collectively attached hereto and marked as **Exhibit "O"**.

27. On December 17, 2021, the Bank, by its lawyers, demanded payment from Cutting Edge of the amounts outstanding under the Operating Facility and the Equipment Facility, and delivered a notice of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"). Attached hereto and marked as **Exhibit "P"** is a copy of the letter.

28. Also on December 17, 2021, the Bank, by its lawyers, demanded payment from Proper Windsor and SGM Real Estate under the Guarantees, and delivered notices of intention to enforce

security under the BIA. Attached hereto and collectively marked as **Exhibit “Q”** are copies of the letters.

ATTEMPTS AT REFINANCING

29. At the time that FRG became involved with the Debtors, the Debtors were in the process of negotiating refinancing options with a Canadian-based private credit fund (the “**Lender**”). The Lender submitted refinancing proposals to the Debtors on February 2, 2022 and again on March 29, 2022.

30. Cutting Edge informed the Bank that the refinancing with the Lender would be completed by April 30, 2022.

31. On April 1, 2022, the Bank wrote to Cutting Edge and informed it that TD was prepared to enter into a day to day forbearance until April 30, 2022 to allow the refinancing to be completed. A copy of this letter is attached hereto and marked as **Exhibit “R”**.

32. Cutting Edge was unable to complete the proposed refinancing with the Lender by April 30, 2022.

33. In a letter dated May 9, 2022, the Bank, through its lawyers, informed Cutting Edge that it was prepared to continue the day to day forbearance until May 20, 2022 to provide additional time for the Lender and Cutting Edge to complete the refinancing transaction. A copy of that letter is attached hereto and marked as **Exhibit “S”**.

34. Cutting Edge was unable to complete a refinancing with the Lender.

SALE PROCESS AND FORBEARANCE AGREEMENT

35. In April/May 2022, Cutting Edge advised the Bank that the Proper Group had retained an investment bank to assist in marketing Proper Group's U.S. and Canadian businesses for sale.

36. In an effort to provide Cutting Edge with time to complete the sale process, the Bank and the Debtors commenced discussions regarding the terms of a potential forbearance agreement.

37. In connection with a proposed forbearance, on May 27, 2022, the Bank, by its lawyers, demanded payment from Cutting Edge of the amounts outstanding under the Operating Facility, the Equipment Facility and the Wells Fargo Facility, and delivered a notice of intention to enforce security under section 244 of the BIA. Attached hereto and marked as **Exhibit "T"** is a copy of the letter.

38. Also on May 27, 2021, the Bank, by its lawyers, demanded payment from Proper Windsor and SGM Real Estate under the Guarantees, and delivered notices of intention to enforce security under the BIA. Attached hereto and collectively marked as **Exhibit "U"** are copies of the letters.

39. The Bank and the Debtors engaged in numerous discussions regarding forbearance terms, particularly with respect to the timing for the Debtors to complete a sale transaction and repay the Bank in full.

40. The discussions were assisted by the fact that:

- (a) on June 28, 2022, the Bank received approximately \$1.675 million from Cutting Edge as a permanent paydown of its indebtedness to the Bank, as a result of Cutting Edge collecting a large receivable from a U.S. customer; and

- (b) Proper Group entered into a letter of intent with a buyer (the “**Buyer**”) dated July 19, 2022, which contemplated the sale transaction being completed by August 31, 2022.

41. Cutting Edge requested that the Bank forbear until September 30, 2022 to allow for sufficient time to complete the sale transaction.

42. The Bank and the Debtors agreed to the terms of a forbearance agreement dated August 24, 2022 between (the “**Forbearance Agreement**”), pursuant to which the Bank agreed to forbear from enforcing its security against the Debtors to September 30, 2022. A copy of the Forbearance Agreement is attached hereto and marked as **Exhibit “V”**.

43. Pursuant to section 7 of the Forbearance Agreement, it is an event of default if Cutting Edge fails to irrevocably repay its indebtedness to the Bank in full by September 30, 2022.

44. Pursuant to sections 8.1 and 8.2 and Schedule “C” of the Forbearance Agreement, upon the occurrence of an event of default, the Debtors each irrevocably consented to an order of the Superior Court of Justice (Commercial List) appointing a receiver over the property and assets of the Debtors.

FAILURE TO COMPLETE THE SALE TRANSACTION

45. I have been advised by Sam Rappos, a lawyer at Chaitons LLP, the Bank’s lawyers, that on September 20, 2022, he had a telephone conversation with the lawyers for the Debtors and the Buyer. During the call, Mr. Rappos was informed that the sale transaction would not be completed by September 30, 2022, and that the Buyer was interested in taking an assignment of the Bank’s debt and security, which could be completed by September 30, 2022.

46. Following that discussion, Mr. Rappos provided a draft assignment agreement and copies of the Bank's security to the Buyer's lawyers.

47. On September 26, 2022, Mr. Rappos was informed via e-mail by the Buyer's lawyer that he had received instructions from the Buyer to stand down on the acquisition of the Bank's debt and security.

48. On October 3, 2022, Mr. Rappos was informed by Cutting Edge's lawyers on a telephone call that the Buyer had walked away from the sale transaction on September 30, 2022.

JUST AND CONVENIENT TO APPOINT A RECEIVER

49. The Bank demanded payment from the Debtors and sent BIA notices in December 2021 and May 2022. The Debtors owe the Bank in excess of CDN\$3.6 million and US\$265,000. The Debtors have failed to complete a refinancing of their indebtedness to the Bank or a sale of their business to repay the indebtedness in the past ten (10) months.

50. The Debtors are in default under the Forbearance Agreement and have consented to the appointment of a receiver under the Forbearance Agreement and the GSAs.

51. In these circumstances, I believe it is in the best interests of TD and the Debtors' creditors generally that a receiver be appointed to take control over and realize on the Debtors' property for the benefit of the Bank and all other stakeholders.

52. Accordingly, it is just and convenient in the circumstances to appoint a receiver.

53. The Bank proposes that AGI be appointed as receiver. AGI has agreed to accept the appointment, as set out in its consent attached hereto and marked as **Exhibit "W"**.

SWORN BEFORE ME over
videoconference on this 7th day of
October, 2022. The affiant was located in the
City of Thunder Bay and the commissioner
was located in the City of Toronto, both in
the Province of Ontario. This affidavit was
commissioned remotely in accordance O.
Reg. 431/20, Administering Oath or
Declaration Remotely



Sam Rappos
Commissioner for Taking Affidavits
(or as may be)

KATHRYN FURFARO

THE TORONTO-DOMINION BANK
Applicant

-and-

CUTTING EDGE PRECISION SERVICES ULC *et al*
Respondents
Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF KATHRYN FURFARO
(sworn October 7, 2022)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Sam Rappos (LSO No. 51399S)
Tel: (416) 218-1137
E-mail: samr@chaitons.com

Lawyers for the Applicant,
The Toronto-Dominion Bank

***THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.



BC Company Summary

For

CUTTING EDGE PRECISION SERVICES ULC

Date and Time of Search: October 04, 2022 12:29 PM Pacific Time
Currency Date: August 04, 2022

ACTIVE

Incorporation Number: C1026838
Name of Company: CUTTING EDGE PRECISION SERVICES ULC
Business Number: 876426412 BC0001
Recognition Date and Time: Continued into British Columbia on February 05, 2015 09:59 AM Pacific Time **In Liquidation:** No
Last Annual Report Filed: February 05, 2022 **Receiver:** No

CONVERT FROM

Previous Company Name	Date of Company Change
CUTTING EDGE PRECISION SERVICES LTD.	February 05, 2015

PREVIOUS FOREIGN JURISDICTION INFORMATION

Identifying Number in Foreign Jurisdiction: 1912987	Name in Foreign Jurisdiction: Cutting-Edge Technologies Ltd.
Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction: October 01, 2014	Foreign Jurisdiction: ONTARIO

REGISTERED OFFICE INFORMATION

Mailing Address: 2800 PARK PLACE 666 BURRARD STREET VANCOUVER BC V6C 2Z7 CANADA	Delivery Address: 2800 PARK PLACE 666 BURRARD STREET VANCOUVER BC V6C 2Z7 CANADA
--	---

RECORDS OFFICE INFORMATION**Mailing Address:**

2800 PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2Z7
CANADA

Delivery Address:

2800 PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2Z7
CANADA

DIRECTOR INFORMATION**Last Name, First Name, Middle Name:**

Flack, Blaise

Mailing Address:

13870 EAST 11 MILE ROAD
WARREN MI 48089
UNITED STATES

Delivery Address:

13870 EAST 11 MILE ROAD
WARREN MI 48089
UNITED STATES

Last Name, First Name, Middle Name:

O'Brien, Geoffrey C.

Mailing Address:

13870 EAST 11 MILE ROAD
WARREN MI 48089
UNITED STATES

Delivery Address:

13870 EAST 11 MILE ROAD
WARREN MI 48089
UNITED STATES

Last Name, First Name, Middle Name:

O'Neil, Sean

Mailing Address:

3230 MOYNAHAN STREET
OLDCASTLE ON N0R 1L0
CANADA

Delivery Address:

3230 MOYNAHAN STREET
OLDCASTLE ON N0R 1L0
CANADA

NO OFFICER INFORMATION FILED AS AT February 05, 2022.



BC Company Summary

For
PROPER WINDSOR HOLDINGS ULC

Date and Time of Search: October 04, 2022 12:31 PM Pacific Time
Currency Date: August 04, 2022

ACTIVE

Incorporation Number: BC1024161
Name of Company: PROPER WINDSOR HOLDINGS ULC
Business Number: 821522596 BC0001
Recognition Date and Time: Incorporated on January 07, 2015 02:40 PM Pacific Time **In Liquidation:** No
Last Annual Report Filed: January 07, 2022 **Receiver:** No

REGISTERED OFFICE INFORMATION

Mailing Address: 2800 PARK PLACE 666 BURRARD STREET VANCOUVER BC V6C 2Z7 CANADA	Delivery Address: 2800 PARK PLACE 666 BURRARD STREET VANCOUVER BC V6C 2Z7 CANADA
--	---

RECORDS OFFICE INFORMATION

Mailing Address: 2800 PARK PLACE 666 BURRARD STREET VANCOUVER BC V6C 2Z7 CANADA	Delivery Address: 2800 PARK PLACE 666 BURRARD STREET VANCOUVER BC V6C 2Z7 CANADA
--	---

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Flack, Blaise

Mailing Address: 13870 EAST 11 MILE ROAD WARREN MI 48089 UNITED STATES	Delivery Address: 13870 EAST 11 MILE ROAD WARREN MI 48089 UNITED STATES
--	---

Last Name, First Name, Middle Name:

O'Brien, Geoffrey C.

Mailing Address:

13870 EAST 11 MILE ROAD
WARREN MI 48089
UNITED STATES

Delivery Address:

13870 EAST 11 MILE ROAD
WARREN MI 48089
UNITED STATES

Last Name, First Name, Middle Name:

O'Neil, Sean

Mailing Address:

3230 MOYNAHAN STREET
OLDCASTLE ON N0R 1L0
CANADA

Delivery Address:

3230 MOYNAHAN STREET
OLDCASTLE ON N0R 1L0
CANADA

NO OFFICER INFORMATION FILED AS AT January 07, 2022.



BC Company Summary

For

SGM REAL ESTATE HOLDINGS ULC

Date and Time of Search: October 04, 2022 12:33 PM Pacific Time
Currency Date: August 04, 2022

ACTIVE

Incorporation Number: BC1079963
Name of Company: SGM REAL ESTATE HOLDINGS ULC
Business Number: 764363297 BC0001
Recognition Date and Time: Incorporated on June 20, 2016 12:21 PM Pacific Time **In Liquidation:** No
Last Annual Report Filed: June 20, 2022 **Receiver:** No

REGISTERED OFFICE INFORMATION

Mailing Address: 2800 PARK PLACE 666 BURRARD STREET VANCOUVER BC V6C 2Z7 CANADA	Delivery Address: 2800 PARK PLACE 666 BURRARD STREET VANCOUVER BC V6C 2Z7 CANADA
--	---

RECORDS OFFICE INFORMATION

Mailing Address: 2800 PARK PLACE 666 BURRARD STREET VANCOUVER BC V6C 2Z7 CANADA	Delivery Address: 2800 PARK PLACE 666 BURRARD STREET VANCOUVER BC V6C 2Z7 CANADA
--	---

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
O'Brien, Geoffrey C.

Mailing Address: 13870 EAST 11 MILE ROAD WARREN MI 48089 UNITED STATES	Delivery Address: 13870 EAST 11 MILE ROAD WARREN MI 48089 UNITED STATES
--	---

Last Name, First Name, Middle Name:

O'Neil, Sean

Mailing Address:

3230 MOYNAHAN STREET
OLDCASTLE ON N0R 1L0
CANADA

Delivery Address:

3230 MOYNAHAN STREET
OLDCASTLE ON N0R 1L0
CANADA

Last Name, First Name, Middle Name:

Rusch, Mark A.

Mailing Address:

13870 EAST 11 MILE ROAD
WARREN MI 48089
UNITED STATES

Delivery Address:

13870 EAST 11 MILE ROAD
WARREN MI 48089
UNITED STATES

NO OFFICER INFORMATION FILED AS AT June 20, 2022.

***THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

LAND
REGISTRY
OFFICE #12

75234-0119 (LT)

PAGE 1 OF 4
PREPARED FOR Lynda001
ON 2022/10/04 AT 15:29:07

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

PROPERTY DESCRIPTION: PT LT 12 CON 7 SANDWICH EAST PT 1 & 2 12R3585; S/T R694390; TECUMSEH

PROPERTY REMARKS: RECENTLY 01404-0062. PLANNING ACT CONSENT AS IN R422347. PLANNING ACT CONSENT AS IN R694391.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK & PIN

PIN CREATION DATE:
2002/01/28

OWNERS' NAMES
SGM REAL ESTATE HOLDINGS ULC

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/01/25 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2002/01/28 **</p>						
R459284	1970/01/07	NOTICE		SEE DOCUMENT	DEPARTMENT OF TRANSPORT	C
<p>REMARKS: WINDSOR AIRPORT ZONING REGULATIONS D.N.A P.I.N 01337-0434 DELETED NOV 15/07</p> <p>CORRECTIONS: 'PARTY: DEPARTMENT OF TRANSPORT' ADDED ON 1997/03/25 BY REGISTRAR 23. 'PARTY: SEE DOCUMENT' ADDED ON 1997/04/08 BY REGISTRAR 23.</p>						
12R1158	1973/11/06	PLAN REFERENCE				C
12R3585	1977/04/20	PLAN REFERENCE				C
R694390	1977/04/22	TRANSFER EASEMENT			CORPORATION OF THE TOWNSHIP OF SANDWICH SOUTH	C
R844423	1981/10/27	NOTICE		SEE DOCUMENT	DEPARTMENT OF TRANSPORT	C
<p>REMARKS: AMENDS 137437 & 459284 WINDSOR AIRPORT ZONING REGULATIONS</p> <p>CORRECTIONS: 'PARTY' CHANGED FROM 'DEPARTMENT OF TRANSPORT' TO 'DEPARTMENT OF TRANSPORT' ON 1996/11/14 BY LAND REGISTRAR #3. 'PARTY' CHANGED FROM 'DEPARTMENT OF TRANSPORT' TO 'SEE DOCUMENT' ON 1997/04/01 BY LAND REGISTRAR#19. 'PARTY: DEPARTMENT OF TRANSPORT' ADDED ON 1997/04/08 BY REGISTRAR 23.</p>						
R844424	1981/10/27	NOTICE		SEE DOCUMENT	DEPARTMENT OF TRANSPORT	C
<p>CORRECTIONS: 'PARTY' CHANGED FROM 'DEPARTMENT OF TRANSPORT' TO 'SEE DOCUMENT' ON 1997/04/01 BY LAND REGISTRAR#19. 'PARTY: DEPARTMENT OF TRANSPORT' ADDED ON 1997/04/08 BY REGISTRAR 23.</p>						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
R875433	1986/03/17	TRANSFER		*** COMPLETELY DELETED ***	MIKKON MACHINE TOOLS LTD.	
R1367104	1996/12/04	CHARGE		*** DELETED AGAINST THIS PROPERTY *** MIKKON MACHINE TOOLS LTD	WEISSHAAR, WERNER WEISSHAAR, EDGAR WEISSHAAR, ELIZABETH	
				CORRECTIONS: 'CHARGE: TRUSTEES OF THE WEISSHAAR FAMILY' DELETED ON 2003/03/20 BY TRACI LESPERANCE. 'CHARGE: TRUST' DELETED ON 2003/03/20 BY TRACI LESPERANCE. 'CHARGE: WEISSHAAR, WERNER' ADDED ON 2003/03/20 BY TRACI LESPERANCE. 'CHARGE: WEISSHAAR, EDGAR' ADDED ON 2003/03/20 BY TRACI LESPERANCE. 'CHARGE: WEISSHAAR, ELIZABETH' ADDED ON 2003/03/20 BY TRACI LESPERANCE.		
R1439019	1998/09/23	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY *** MIKKON MACHINE TOOLS LTD.	THE D & H GROUP INC.	
				REMARKS: PTS. 1, 2 12R 3585		
CE31667	2003/09/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** WEISSHAAR, WERNER WEISSHAAR, EDGAR WEISSHAAR, ELIZABETH		
				REMARKS: RE: R1367104		
CE32007	2003/09/16	CHARGE		*** COMPLETELY DELETED *** MIKKON MACHINE TOOLS LTD.	WEISSHAAR, EDGAR WEISSHAAR, ELIZABETH	
CE245180	2006/11/03	CHARGE		*** COMPLETELY DELETED *** MIKKON MACHINE TOOLS LTD.	BUSINESS DEVELOPMENT BANK OF CANADA	
CE245214	2006/11/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** MIKKON MACHINE TOOLS LTD.	BUSINESS DEVELOPMENT BANK OF CANADA	
				REMARKS: CE245180		
CE245474	2006/11/06	NO DET/SURR LEASE		*** COMPLETELY DELETED ***	THE D & H GROUP INC.	
				REMARKS: RE: R1439019		
CE245523	2006/11/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** WEISSHAAR, EDGAR WEISSHAAR, ELIZABETH		
				REMARKS: RE: CE32007		
CE397848	2009/10/14	CHARGE		*** COMPLETELY DELETED *** MIKKON MACHINE TOOLS LTD.	O'NEIL, SEAN	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #12

75234-0119 (LT)

PREPARED FOR Lynda001
ON 2022/10/04 AT 15:29:07

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE513664	2012/04/11	NOTICE OF LEASE	\$2	MIKKON MACHINE TOOLS LTD.	WEEKES, MICHAEL SOLAR POWER NETWORK INC.	C
CE531683	2012/08/13	NO ASSG LESSEE INT REMARKS: CE513664.	\$2	SOLAR POWER NETWORK INC.	SOLAR POWER NETWORK 002 INC.	C
CE617768	2014/07/11	NO ASSG LESSEE INT REMARKS: CE513664.	\$2	SOLAR POWER NETWORK 002 INC.	POWERSTREAM INC.	C
CE637890	2014/11/27	APL CH NAME OWNER		*** COMPLETELY DELETED *** MIKKON MACHINE TOOLS LTD.	CUTTING-EDGE TECHNOLOGIES LTD.	
CE645744	2015/01/30	DISCH OF CHARGE REMARKS: CE397848.		*** COMPLETELY DELETED *** O'NEIL, SEAN WEEKES, MICHAEL		
CE646097	2015/01/30	TRANSFER		*** COMPLETELY DELETED *** CUTTING-EDGE TECHNOLOGIES LTD.	PROPER WINDSOR HOLDINGS ULC	
CE646098	2015/01/30	NOTICE OF LEASE		PROPER WINDSOR HOLDINGS ULC	CUTTING-EDGE TECHNOLOGIES LTD.	C
CE646106	2015/01/30	CHARGE		*** COMPLETELY DELETED *** PROPER WINDSOR HOLDINGS ULC	BUSINESS DEVELOPMENT BANK OF CANADA	
CE646109	2015/01/30	NO ASSGN RENT GEN REMARKS: CE646106.		*** COMPLETELY DELETED *** PROPER WINDSOR HOLDINGS ULC	BUSINESS DEVELOPMENT BANK OF CANADA	
CE646813	2015/02/06	APL CH NAME INST REMARKS: CE646098.		CUTTING-EDGE TECHNOLOGIES LTD.	CUTTING EDGE PRECISION SERVICES ULC	C
CE653822	2015/04/10	DISCH OF CHARGE REMARKS: CE245180.		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
CE723753	2016/07/15	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$860,000	PROPER WINDSOR HOLDINGS ULC	SGM REAL ESTATE HOLDINGS ULC	C
CE723802	2016/07/15	CHARGE		*** COMPLETELY DELETED *** SGM REAL ESTATE HOLDINGS ULC	BUSINESS DEVELOPMENT BANK OF CANADA	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #12

75234-0119 (LT)

PREPARED FOR Lynda001
ON 2022/10/04 AT 15:29:07

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE723811	2016/07/15	NO ASSGN RENT GEN <i>REMARKS: CE723802.</i>		*** COMPLETELY DELETED *** SGM REAL ESTATE HOLDINGS ULC	BUSINESS DEVELOPMENT BANK OF CANADA	
CE729705	2016/08/18	DISCH OF CHARGE <i>REMARKS: CE646106.</i>		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
CE965703	2020/09/28	CHARGE	\$2,500,000	SGM REAL ESTATE HOLDINGS ULC	BUSINESS DEVELOPMENT BANK OF CANADA	C
CE965710	2020/09/28	NO ASSGN RENT GEN <i>REMARKS: CE965703</i>		SGM REAL ESTATE HOLDINGS ULC	BUSINESS DEVELOPMENT BANK OF CANADA	C
CE1054405	2022/01/07	NOTICE		THE TORONTO-DOMINION BANK		C
CE1086258	2022/06/23	DISCH OF CHARGE <i>REMARKS: CE723802.</i>		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
CE1099384	2022/09/01	CHARGE	\$2,500,000	SGM REAL ESTATE HOLDINGS ULC	THE TORONTO-DOMINION BANK	C
CE1099385	2022/09/01	NO ASSGN RENT GEN <i>REMARKS: CE1099384</i>		SGM REAL ESTATE HOLDINGS ULC	THE TORONTO-DOMINION BANK	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

***THIS IS EXHIBIT "C" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.



Windsor
156 Ouellette Ave Suite 200
Windsor, ON
N9A 1A4
Telephone No.: (519) 945 2411
Fax No.: (519) 945 2442

November 27, 2015

CUTTING EDGE PRECISION SERVICES ULC

Attention: Mark Rusch
Sean O'Neil
Geoff O'Brien
Tom Ruczynski

Dear Sirs,

We are pleased to offer the Borrower the following credit facilities (the "Facilities"), subject to the following terms and conditions.

BORROWER

CUTTING EDGE PRECISION SERVICES ULC (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Windsor branch, in Windsor, ON.

CREDIT LIMIT

- 1) The lesser of: CAD \$500,000 or its USD\$ Equivalent
- 2) CAD\$300,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility".

**TYPE OF CREDIT
AND BORROWING
OPTIONS**

- 1) **Operating Loan** available at the Borrower's option by way of:
 - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")
 - United States Base Rate Loans in USD\$ ("USBR Loans")
 - Letters of Credit in CAD\$ or USD\$ ("L/Cs")

- 2) **Committed Reducing Term Facility (Multiple Draw)** available at the Borrower's option by way of:
- Fixed Rate Term Loan in CAD\$
 - Floating Rate Term Loan available by way of:
 - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")

PURPOSE

- 1) General working capital
2) Purchase of miscellaneous tools and equipment, leasehold improvements.

TENOR

- 1) Uncommitted
2) Committed

**CONTRACTUAL
TERM**

- 1) No term
2) 36 month(s) from the date of drawdown

**RATE TERM
(FIXED RATE
TERM LOAN)**

- 2) Floating rate: No term
Fixed rate: 12-36 months but never to exceed the Contractual Term Maturity Date

AMORTIZATION

- 2) 36 month(s)

**INTEREST RATES
AND FEES**

Advances shall bear interest and fees as follows:

- 1) **Operating Loan:**
- Prime Based Loans: Prime Rate + 0.750% per annum
 - USBR Loans: USBR + 0.750% per annum
 - L/Cs: As set out in the Letter of
 - L/Gs: 2.000% per annum
- 2) **Committed Reducing Term Facility:**
- Fixed Rate Term Loans: as determined by the Bank, in its sole discretion, for the Rate Term
 - selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
 - Floating Rate Term Loans available by way of:

- Prime Based Loans: Prime Rate + 1.000% per annum

For all Facilities, interest payments will be made in accordance with Schedule "A" attached hereto unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A" attached hereto.

Interest on Fixed Rate Term Loans under Facility 2 is compounded and payable in arrears.

**ARRANGEMENT
FEE**

The Borrower has paid or will pay prior to any drawdown under Facility #2 hereunder a non-refundable arrangement fee of CAD\$750.

**ADMINISTRATION
FEE**

CAD\$150 per month.

RENEWAL FEE

CAD\$750 per annum.

DRAWDOWN

**Assigned
Facilities** **Description**

- 1) As required
- 2) Multiple draw, up to 75% financing for new machinery, small equipment, leasehold, and vehicles, not to exceed the \$300,000 limit, net of taxes

Each drawdown under 2, will be a "tranche" and each tranche will bear its own interest rate and repayment terms as set out in the Rate and Payment Terms Notice delivered by the Bank to the Borrower in respect of that drawdown.

Notice periods, minimum amounts of draws, interest periods and contract maturity for LIBOR Loans, terms for Banker's Acceptances and other similar details are set out in the Schedule "A" attached hereto.

**BUSINESS CREDIT
SERVICE**

The Borrower will have access to the Operating Loan (Facility 1) via Loan Account Number 3621-9524594 (the "Loan Account") up to the Credit Limit of the Operating Loan by withdrawing funds from the Borrower's Current Account Number 3880-5245947 (the "Current Account"). The Borrower agrees that each advance from the Loan Account will be in an amount equal to \$5,000 (the "Transfer Amount") or a multiple thereof. If the Transfer Amount is NIL, the Borrower agrees that an advance from the Borrower's Loan Account may be in an amount sufficient to cover the debits made to the Current Account.

The Borrower agrees that:

- a) all other overdraft privileges which have governed the Borrower's Current Account are hereby cancelled.
- b) all outstanding overdraft amounts under any such other agreements are now included in indebtedness under this Agreement.

The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any

other amount from the Loan Account to the Current Account in order to cover the debits made to the Current Account if the amount in the Current Account is insufficient to cover the debits. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the Loan Account.

OVERDRAFTS

The Borrower will have access to Prime Based Loans under the Operating Loan via overdraft from Account Number 5245947 at Branch 3880 (the "Account") up to the Credit Limit.

REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY

Assigned Facilities	Description
1)	On demand
2)	Each draw to be repaid in 3 years.

PREPAYMENT

Assigned Facilities	Description
2)	Floating rate – no penalties apply Fixed rate – standard penalties apply

SECURITY

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

- a) General Security Agreement ("GSA") representing a First charge on all the Borrower's present and after acquired personal property, with Resolution and Solicitor's Letter of Opinion. **On hand**
- b) Assignment of Fire Insurance. **On hand**
- c) Guarantee of Advances **On hand**
 - Unlimited
 - Executed by PROPER WINDSOR HOLDINGS, ULC (the "Guarantor") Supported by:
 - i) General Security Agreement ("GSA") representing a Second charge on all the Borrower's present and after acquired personal property, with Resolution and Solicitor's Letter of Opinion.
- d) Priorities Agreement (inter-creditor agreement) between the Toronto-Dominion Bank and BDC granting the Toronto-Dominion Bank 1st position on Cutting-Edge Technologies Ltd. accounts receivable and inventory. This security flowed through to Cutting Edge Precision Services Ltd post close. **On hand**

Security items that flowed through upon name change under Cutting Edge Precision Services:

- a) General Security Agreement ("GSA") representing a First charge on all the Borrower's present and after

acquired personal property, with Resolution and Solicitor's Letter of Opinion. **On hand**

b) Assignment of Fire Insurance. **On hand**

c) Guarantee of Advances **On hand**

- Unlimited

- Executed by PROPER WINDSOR HOLDINGS, ULC (the "Guarantor") Supported by:

i) General Security Agreement ("GSA") representing a Second charge on all the Borrower's present and after acquired personal property, with Resolution and Solicitor's Letter of Opinion.

d) Priorities Agreement (inter-creditor agreement) between the Toronto-Dominion Bank and BDC granting the Toronto-Dominion Bank 1st position on Cutting Edge Precision Services Ltd. **On hand**

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

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

DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

Assigned Facilities

Description

- 1) Letter Agreement to be on hand
- 2) Evidence of Invoice and Corresponding Payment to be on hand

REPRESENTATIONS AND WARRANTIES

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

POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

Assigned Facilities

Description

- All) Review Engagement Financial Statements for Cutting-Edge Technologies Ltd, Cutting Edge Precision Services Ltd, and Proper Windsor Holdings ULC are to be provided annually within 90 days of fiscal year end.
- All) Aged accounts receivable and accounts payable listings to be provided to Bank upon request.

**NEGATIVE
COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A".

PERMITTED LIENS

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

**FINANCIAL
COVENANTS**

The Borrower agrees at all times, on a consolidated basis to:

**Assigned
Facilities Description**

Maintain a Debt Service Coverage ratio (DSC) of not less than 120% to be maintained at all times. The DSC is calculated as follows using combined financial reports of Proper Windsor Holdings ULC and Cutting Edge Precision Services ULC:

All) (Earnings before Interest, Income Taxes, Amortization, Depreciation - Unfunded CAPEX - Withdrawals) / (Principal + Interest)

Principal and interest is to include all interest bearing debt obligations under Cutting Edge Precision Services ULC and Proper Windsor Holdings.

**EVENTS OF
DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto.

**ANCILLARY
FACILITIES**

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

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

Spot Foreign Exchange Facility which allows the Borrower to enter into USD\$500,000 for settlement on a spot basis.

**AVAILABILITY OF
OPERATING LOAN**

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and

cancel the availability of the Operating Loan.

**LANGUAGE
PREFERENCE**

This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise á la demande de toutes les parties.)

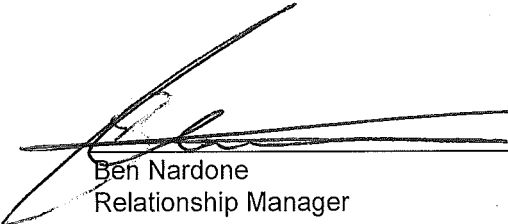
**SCHEDULE "A" -
STANDARD TERMS
AND CONDITIONS**

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

We trust you will find these facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the Standard Terms and Conditions), please do so by signing and returning the attached duplicate copy of this letter to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before **19, December, 2015**

Yours truly,

THE TORONTO-DOMINION BANK


Ben Nardone
Relationship Manager


Lou Di Pietro
Credit Manager

TO THE TORONTO-DOMINION BANK:

CUTTING EDGE PRECISION SERVICES ULC hereby accepts the foregoing offer this _____ day of _____, 2____. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

Signature

Print Name & Position

cc. Guarantor(s)

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

SCHEDULE A
STANDARD TERMS AND CONDITIONS

1. INTEREST RATE DEFINITIONS

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

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

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

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

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

2. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice. Interest is charged on February 29 in a leap year.

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

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

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

Interest on Fixed Rate Term Loans is compounded monthly and payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

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

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

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

is repaid at 21% per annum, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

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

3. DRAWDOWN PROVISIONS

Prime Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in the section of the Agreement titled "Business Credit Services Agreement", if that section of the Agreement has not been deleted. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan or USBR Loan over \$1,000,000.

B/As

The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. In no event shall the term of the B/A exceed the Contractual Term Maturity Date. The minimum amount of a drawdown by way of B/As is \$1,000,000 and in multiples of \$100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown.

The Borrower shall pay to the Bank the full amount of the B/A at the maturity date of the B/A.

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

LIBOR

The Borrower shall advise the Bank of the requested LIBOR contract maturity period. The Bank shall have the discretion to restrict the LIBOR contract maturity. In no event shall the term of the LIBOR contract exceed the Contractual Term Maturity Date. The minimum amount of a drawdown by way of a LIBOR Loan is \$1,000,000, and shall be in multiples of \$100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan.

L/C and/or L/G

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

B/A - Prime Conversion

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

Cash Management

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

Notice

Prior to each drawdown and at least 10 days prior to each Rate Term Maturity, the Borrower will advise the Bank of its selection of drawdown options from those made available by the Bank. The Bank will, after each drawdown, other than drawdowns by way of BA, LIBOR Loan or under the operating loan, send a Rate and Payment Terms Notice to the Borrower.

4. PREPAYMENT

Fixed Rate Term Loans

10% Prepayment Option Chosen.

- (a) Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.
- (b) Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
 - i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
 - ii) the Interest Rate Differential, being the amount by which:
 - a. the total amount of interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid calculated for the period of time from the prepayment date until the Rate Term Maturity Date for the Fixed Rate Term Loan being prepaid (the "Remaining Term"), exceeds
 - b. the total amount of interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to a fixed rate term loan that the Bank would make to a borrower for a comparable facility on the prepayment date, calculated for the Remaining Term.

10% Prepayment Option Not Chosen.

- (c) The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
 - i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
 - ii) the Interest Rate Differential, being the amount by which:

- a. the total amount of interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid calculated for the period of time from the prepayment date until the Rate Term Maturity Date for the Fixed Rate Term Loan being prepaid (the "Remaining Term"), exceeds
- b. the total amount of interest on the amount of the prepayment using the interest rate applicable to a fixed rate term loan that the Bank would make to a borrower for a comparable facility on the prepayment date, calculated for the Remaining Term.

Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, at any time without the payment of prepayment charges.

5. STANDARD DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdowns hereunder at any time is subject to the following conditions precedent:

- a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank:
 - i) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement;
 - ii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement;
 - iii) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder;
 - iv) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder;
 - v) all operation of account documentation; and
 - vi) For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement
- b) The representations and warranties contained in this Agreement are correct.
- c) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.
- d) The Bank has received the arrangement fee payable hereunder (if any) and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:

- a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
- b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.

- c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.
- d) There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
- e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.
- f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.
- g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and Workers' Compensation dues are currently paid and up to date.
- h) All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
 - i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
 - ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
 - iii) the Borrower's ownership, control and structure.

7. STANDARD POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

- a) Pay all amounts of principal, interest and fees on the dates, times and place specified herein, under the Rate and Payment Terms Notice, and under any other agreement between the Bank and the Borrower.
- b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.
- c) Advise promptly after the happening of any event which will result in a material adverse change in the financial condition, business, operations, or prospects of the Borrower or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.
- d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.
- e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of and all other security granted by the Borrower.
- f) Pay all taxes, assessments and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.
- g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(h).
- h) Maintain property, plant and equipment in good repair and working condition.

- i) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, or prospects of the Borrower.
- j) Provide such additional security and documentation as may be required from time to time by the Bank or its solicitors.
- k) Continue to carry on the business currently being carried on by the Borrower its subsidiaries and each of the Guarantors at the date hereof.
- l) Maintain adequate insurance on all of its assets, undertakings, and business risks.
- m) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom and
- n) Comply with all applicable laws.

8. STANDARD NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors 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 any of its assets or undertakings, now owned or hereafter acquired, except for those Permitted Liens, if any, set out in the Letter.
- b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.
- c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.
- d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired assets (including, without limitation, shares of stock and indebtedness of subsidiaries, receivables and leasehold interests), except for inventory disposed of in the ordinary course of business.
- e) Terminate or enter into a surrender of any lease of any property mortgaged under the Bank Security.
- f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.
- g) Permit any change of ownership or change in the capital structure of the Borrower.

9. ENVIRONMENTAL

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, omission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.

The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

The Borrower hereby indemnifies the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from all loss, claims, damages and expenses (including legal and audit expenses) which may be suffered or incurred in connection with the indebtedness under this Agreement or in connection with the Bank Security.

10. STANDARD EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the following Events of Default:

- a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.
- b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.
- c) If any representation or warranty made or information provided by the Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by the Guarantor, is false or misleading at any time.
- d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable of being remedied, the default continues unremedied for 5 Business Days after the occurrence.
- e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.
- f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.
- g) If action is taken by an encumbrancer against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of property or enforce proceedings against any assets.
- h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.
- i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.
- j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank's subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.
- k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.
- l) If, in the Bank's determination, a material adverse change occurs in the financial condition, business operations or prospects of the Borrower, any of the Borrower's subsidiaries, or any of the Guarantors.

11. ACCELERATION

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured B/As and LIBOR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All cost to the Bank of unwinding LIBOR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under the Operating Loan (and any other uncommitted facility) hereunder and cancel any undrawn portion of the Operating Loan (and any other uncommitted facility) hereunder, at any time whether or not an Event of Default has occurred.

12. CURRENCY INDEMNITY

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

13. TAXATION ON PAYMENTS

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

14. REPRESENTATION

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

15. CHANGING THE AGREEMENT

- a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to the Operating Loan (and any other uncommitted facility) or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.
- b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.
- c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit.

16. ADDED COST

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

- i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,
- ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,
- iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

17. EXPENSES

The Borrower shall pay, within 5 Business Days following notification, all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited, to all outside counsel fees and expenses and all in-house legal fees and expenses, if in-house counsel are used, and all outside professional advisory fees and expenses. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

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

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

18. NON WAIVER

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

19. EVIDENCE OF INDEBTEDNESS

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

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

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

20. ENTIRE AGREEMENTS

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

21. ASSIGNMENT

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

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

22. RELEASE OF INFORMATION

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

23. FX CLOSE OUT

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

24. SET-OFF

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

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

25. LIMITATION ACT

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

26. SEVERABILITY

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

27. MISCELLANEOUS

- i) The Borrower has received a signed copy of this Agreement;
- ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them. Each Borrower hereby acknowledges that each Borrower is an agent of each other Borrower and payment by any Borrower hereunder shall be deemed to be payment by the Borrower making the payment and by each other Borrower. Each payment, including interest payments, made will constitute an acknowledgement of the indebtedness and liability hereunder by each Borrower;
- iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;

- iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located.
- v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars

28. DEFINITIONS

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

"All-In Rate" means the greater of the Interest Rate that the Borrower pays for Prime Based Loans (which for greater certainty includes the percent per annum added to the Prime Rate) or the highest fixed rate paid for Fixed Rate Term Loans.

"Agreement" means the agreement between the Bank and the Borrower set out in the Letter and this Schedule "A" - Standard Terms and Conditions.

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

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

"Contractual Term Maturity Date" means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payments Terms Notice.

"Cross Default Threshold" means the cross default threshold set out in the Letter. If no such cross default threshold is set out in the Letter it will be deemed to be zero.

"Face Amount" means, in respect of:

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

"Fixed Rate Term Loan" means any drawdown in Canadian dollars under a Credit Facility at an interest rate which is fixed for a Rate Term at such rate as is determined by the Bank as its sole discretion.

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

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

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

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

"Person" includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

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

"Rate Term" means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

"Rate Term Maturity" means the last day of a Rate Term which day may never exceed the Contractual Term Maturity Date.

"Rate and Payment Terms Notice" means the notice sent by the Bank setting out the interest rate and payment terms for a particular drawdown.

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

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

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

4



Windsor
156 Ouellette Ave Suite 200
Windsor, ON
N9A 1A4
Telephone No.: (519) 945 2411
Fax No.: (519) 945 2442

September 07, 2016

CUTTING EDGE PRECISION SERVICES ULC

Attention: Mark Rusch
Sean O'Neil
Geoff O'Brien
Tom Ruczynski

Dear Sirs,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated November 27, 2015:

BORROWER

CUTTING EDGE PRECISION SERVICES ULC (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Windsor branch, in Windsor, ON.

CREDIT LIMIT

- 1) The lesser of:
 - i) CAD \$500,000 \$1,000,000 or its USD\$ Equivalent, AND
 - ii) the TOTAL of :
 - (A) 75% of Accounts Receivable Value, less Accounts Receivable aged over 90 days, less Accounts Receivable from related parties
 - (B) 75% of Accounts Receivable Value from Proper Group International, LLC less Accounts Receivable from Proper Group International, LLC aged over 60 days.
 - (C) 50% of WIP Value less customer deposits/advanced billings, except that the amount calculated under (C) will not exceed CAD \$250,000

3/3

**ADMINISTRATION
FEE**

- 1) CAD~~450~~ \$200 per month.

EXCESS MONITORING FEE

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

RENEWAL FEE

CAD ~~\$750~~ \$2,500 per annum.

SECURITY

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

- l) Guarantee of Advances
- Unlimited
 - Executed by SGM REAL ESTATE HOLDINGS ULC (the "Guarantor")
- m) General Security Agreement ("GSA") representing a Second charge on all the present and after acquired personal property of SGM Real Estate Holdings ULC.
- n) Export Development Canada (EDC) Export Guarantee Program enrollment
- CAD \$500,000
 - EDC guarantee to be provided in favour of TD Bank

**DISBURSEMENT
CONDITIONS**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

Assigned Facilities Description

- 1)
- a) Executed security documentation to be on hand and in good order
 - b) Subject to EDC review and approval
 - i) EDC Guarantee must be effective prior to funding;
 - ii) The terms in the EDC Guarantee Approval must be consistent with the details of the facility and the security in this Agreement;

and
iii) All mandatory security and required documentation must be on hand including most up to date monthly/quarterly report to satisfy covenant compliance including borrowing base coverage calculation as defined under facility 1 credit limit.

**REPRESENTATIONS
AND WARRANTIES**

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

Assigned Facilities	Description
1)	The Declaration executed by the Borrower in favour of EDC in connection with the EDC Guarantee is accurate and complete in all respects

**POSITIVE
COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

Assigned Facilities	Description
1)	The Borrower agrees and instructs the Bank to provide to EDC all information requested by EDC in connection with the EDC guarantee under the Export Guarantee Program. Such information may include, without limitation, personal and business information the Bank is aware of and documents in its possession regarding the Borrower's financial situation, operations or business or the Borrower's accounts with the Bank.
1)	Receivables/WIP Summary and Accounts Payable Listing within 25 calendar days after each month end accompanied by a compliance certificate
All)	Review Engagement Financial Statements for SGM Real Estate Holding ULC are to be provided annually within 90 days of fiscal year end.

**NEGATIVE
COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A". In addition the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

Assigned Facilities	Description
All)	No additional debt, guarantees, liens or encumbrances are permitted for Cutting Edge Precision Services ULC., Additional debt, guarantees, liens, or encumbrances shall require the Bank's prior consent to the terms and conditions.
All)	No additional debt, guarantees, or leases are permitted for the guarantors Proper Windsor Holdings ULC, or SGM Real Estate Holdings ULC without the Bank's prior consent.

**FINANCIAL
COVENANTS**

The Borrower agrees at all times to:

Assigned Facilities	Description
All)	Maintain a Debt Service Coverage ratio (DSC) of not less than 120% to be maintained at all times.

The DSC is calculated as follows using combined financial reports of Proper Windsor Holdings ULC, Cutting Edge Precision Services ULC, and SGM Real Estate Holdings ULC:

$$\frac{(\text{EBITDA} + \text{Operating Lease Payments} - \text{Unfunded CAPEX} - \text{Withdrawals})}{(\text{Operating Lease Payments} + \text{Principal} + \text{Interest})}$$

Principal and interest is to include all interest bearing debt obligations under Cutting Edge Precision Services ULC, Proper Windsor Holdings and SGM Real Estate Holdings ULC.

All)	Maintain a combined D/TNW ratio of less than 5.50x, with step down to less than 3.75x at Dec 31, 2016.
------	--

Debt is defined as the Borrower's total indebtedness including principal outstanding on operating leases less loans made by the shareholders to the Borrower and postponed in favour of the Bank.

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

Debt and TNW to be calculated on a combined basis including Cutting Edge Precision Services ULC, Proper Windsor Holdings and SGM Real Estate Holdings ULC.

**EVENTS OF
DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit

facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto and after any one of the following additional Events of Default:

Assigned Facilities Description

- 1) The Borrower will allow TD to accelerate payment in the event that any part of the Declaration executed by the Borrower in favour of EDC in connection with the EDC Guarantee is false or misleading at any time.

ACCURACY OF INFORMATION

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

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

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

Yours truly,

THE TORONTO-DOMINION BANK

Ben Nardone
Relationship Manager


Lou Di Pietro
Manager, Commercial Credit

Borrower Acknowledgement Section:

TO THE TORONTO-DOMINION BANK:

Cutting Edge Precision Services ULC hereby accepts the foregoing offer this 22ND day of SEPTEMBER, 2016. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.

Mark A. Rush
Signature

Signature

MARK A. RUSH / CFO
Print Name & Position

Print Name & Position

Signature

Signature

Print Name & Position

Print Name & Position

3880



Windsor
156 Ouellette Ave Suite 200
Windsor, ON
N9A 1A4
Telephone No.: (519) 945 2411
Fax No.: (519) 945 2442

November 22, 2017

CUTTING EDGE PRECISION SERVICES ULC

Attention: Mark Rusch
Sean O'Neil
Geoff O'Brien
Tom Ruczynski

Dear Sirs,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated November 27, 2015 and previous amending agreement dated September 7, 2016:

BORROWER

CUTTING EDGE PRECISION SERVICES ULC (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Windsor branch, in Windsor, ON.

CREDIT LIMIT

- 1) The lesser of:
 - i) CAD\$1,000,000 or its USD Equivalent, AND
 - ii) the TOTAL of:
 - (A) 75% of Accounts Receivable Value, less Accounts Receivable aged over 90 days, less Accounts Receivable from related parties
 - (B) 75% of Accounts Receivable Value from Proper Group International, LLC less Accounts Receivable from Proper Group International, LLC aged over 60 days, **except that the amount calculated under (B) will not exceed CAD \$500,000**
 - (C) 50% of WIP Value less customer deposits/advanced billings, except that the amount calculated under (C) will not exceed CAD \$250,000

**POSITIVE
COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

Assigned Facilities	Description
All)	Provide quarterly company prepared financial statements within 45 calendar days of fiscal quarter end for Cutting Edge Precision Services ULC., Proper Windsor Holdings ULC., and SGM Real Estate Holdings ULC.

**FINANCIAL
COVENANTS**

The Borrower agrees at all times, on a consolidated basis to:

Assigned Facilities	Description
All)	Maintain a combined D/TNW ratio of less than 5.50x, with step down to less than 3.75x at Dec 31, 2016 3.75x on all in leverage including principal outstanding on operating leases. Tested Quarterly.

Further reductions to be determined at Annual Review upon provision of F'17 Financial Statements

Debt is defined as the Borrower's total indebtedness including loans made by the shareholders to the Borrower and postponed in favour of the Bank.

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

Debt and TNW to be calculated on a combined basis including Cutting Edge Precision Services ULC, Proper Windsor Holdings and SGM Real Estate Holdings ULC.

We ask that the Borrower acknowledges agreement to these amendments by signing and returning the attached duplicate copy of this Amending Agreement to the undersigned on or before November 30, 2017.

**ACCURACY OF
INFORMATION**


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

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

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

Yours truly,

THE TORONTO-DOMINION BANK



Ben Nardone
Relationship Manager



Lou Di Pietro
Manager, Commercial Credit

Borrower Acknowledgement Section:

TO THE TORONTO-DOMINION BANK:

Cutting Edge Precision Services ULC hereby accepts the foregoing offer this 28TH day of NOV, 2017. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.


Signature

Signature

MARK A. RUSCH SR.VP.

Print Name & Position

Print Name & Position

Signature

Signature

Print Name & Position

Print Name & Position



Windsor
 156 Ouellette Ave Suite 200
 Windsor, ON
 N9A 1A4
 Telephone No.: (519) 945 2411
 Fax No.: (519) 945 2442

H 3880

September 4, 2018

CUTTING EDGE PRECISION SERVICES ULC

Attention: Mark Rusch
 Sean O'Neil
 Geoff O'Brien

~~Tom Ruczynski~~

(X) (ME)

Dear Sirs,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated November 27, 2015 and previous amending agreements dated September 7, 2016 and November 22, 2017:

BORROWER

CUTTING EDGE PRECISION SERVICES ULC (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Windsor branch, in Windsor, ON.

FINANCIAL COVENANTS

The Borrower agrees at all times, on a consolidated basis to:

Assigned Facilities	Description
All)	<p>Maintain a combined D/TNW ratio of less than 3.76x on all-in-leverage including principal outstanding on operating leases. Tested Quarterly.</p> <p>Further reductions to be determined at Annual Review upon provision of F'17 Financial Statements</p> <p>Debt is defined as the Borrower's total indebtedness including loans made by the shareholders to the Borrower and postponed in favour of the Bank.</p> <p>Maintain a Total Liabilities to Tangible Net Worth ratio of less than 3.50x at all times, reducing to 3.25x at June 30, 2019, with further reductions to be determined at Annual Review upon provision of F'18 Financial Statements.</p>

Total Liabilities is defined as the Borrower's total indebtedness less loans made by the shareholders to the Borrower and postponed in favour of the Bank including principal outstanding on operating leases.

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

To be calculated on a combined basis including Cutting Edge Precision Services ULC, Proper Windsor Holdings and SGM Real Estate Holdings ULC.

We ask that the Borrower acknowledges agreement to these amendments by signing and returning the attached duplicate copy of this Amending Agreement to the undersigned on or before August 15, 2018.

ACCURACY OF INFORMATION

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

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

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

Yours truly,

THE TORONTO-DOMINION BANK


Ben Wardone
Relationship Manager


Lou Di Pietro
Manager, Commercial Credit

Borrower Acknowledgement Section:

TO THE TORONTO-DOMINION BANK:

Cutting Edge Precision Services ULC hereby accepts the foregoing offer this 15 day of AUGUST, 2018. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.



Signature

Signature

Exec. V.P.

Print Name & Position

Print Name & Position

Signature

Signature

Print Name & Position

Print Name & Position

South West Ontario Commercial Banking Centre
156 Ouellette Ave Suite 200
Windsor, ON
N9A 1A4
Telephone No.: (519) 945 1301
Fax No.: (519) 945 2442

January 22, 2020

CUTTING EDGE PRECISION SERVICES ULC

Attention: Sean O'Neil, Geoff O'Brien, Mark Rusch

Dear Sean, Geoff and Mark,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated November 27, 2015 and the subsequent Amending Agreements dd September 7, 2016, November 22, 2017 and September 4, 2018:

BORROWER

Cutting Edge Prevision Services ULC (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its South West Ontario Commercial Banking Centre branch, in Windsor, ON.

CREDIT LIMIT

- 1) The lesser of:
 - a) ~~CAD\$1,000,000~~ **CAD3,000,000** or its USD\$ Equivalent, AND
 - b) the total of:
 - i) 90% of accounts receivables where the buyer is EDC insured, plus;
 - ii) 75% of all other accounts receivables, less aged over 90 day accounts receivables, plus;
 - iii) 75% of the accounts receivable value from Proper Group International, LLC less aged over 60 days, capped to a maximum of \$500,000, plus;
 - iv) 50% of WIP value less customer deposits/advanced billings, plus;
 - v) 80% of WIP insured by EDC, net of progress billings and customer deposits, capped to a maximum of \$1,000,000 between (iv) and (v) combined.

Forward margining – Availability of the operating line will be set monthly and limited to the previous month's total borrowing base coverage.

For the purposes of calculating the credit limit, no value will be given to any uninsured foreign accounts receivables (outside of Canada and the USA) and any insured trade account receivable exceeding any:

- Individual Buyer Credit Limits set out in the applicable policy.
- Relevant Country's Maximum Payment Terms as set out in the applicable policy.
- Relevant County Maximum Liability Amount as set out in the applicable policy.

**ARRANGEMENT
FEE**

The Borrower has paid or will pay prior to any drawdown hereunder a non-refundable arrangement fee of CAD\$1,000.

SECURITY

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

p) EDC Insurance with Direction to Pay

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

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

**DISBURSEMENT
CONDITIONS**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

- 1)
 - a) Executed Loan Agreement to be on hand
 - b) All security to be on hand and in good order.
 - c) Updated Environmental Social Risk Questionnaire and Site Visit Form to be completed.
 - d) Prior to advancing funds at the 90% level, Bank must receive confirmation that TD is in receipt of duly executed/acknowledged policy and Direction to Pay (DTP) in favor of TD.
 - e) Ensure that terms of the Borrowing Base Coverage (Facility #1) as it related to EDC insured receivables are covered under the EDC insurance and apply any applicable cap on aged insured receivables if required.

**POSITIVE
COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

- 1) Receivables/WIP Summary and Accounts Payable Listing to be provided within 25 calendar days after each month end accompanied by a compliance certificate.

Borrower to provide a monthly reporting outlining each insured buyer and their respective Buyer Credit Limits and payment terms.

EDC Insurance:

- 2)
- Borrower to maintain compliance with all terms and conditions of the policy.
 - Borrower to ensure that the applicable Insurance Premium is remitted to EDC in a timely manner to ensure Policy remains in force.
 - Borrower to grant TD Read Only access to the EDC policy portal.

**NEGATIVE
COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A" and in addition will:

- All) **The Borrower agrees not to replace the EDC Insurance Policy with another insurance providers policy without prior consent of the Bank.**

**FINANCIAL
COVENANTS**

The Borrower agrees at all times, on a consolidated basis to:

- All) Maintain a Total Liabilities to Tangible Net Worth ratio of less than 3.50x at all times, reducing to 3.25x at ~~June 30, 2019~~ **June 30, 2020**, with further reductions to be determined at Annual Review upon provision of F'18 Financial Statements.

Total Liabilities is defined as the Borrower's total indebtedness less loans made by the shareholders to the Borrower and postponed in favour of the Bank including principal outstanding on operating leases.

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

To be calculated on a combined basis including Cutting Edge Precision Services ULC, Proper Windsor Holdings and SGM Real Estate Holdings ULC.

**SCHEDULE "A" -
STANDARD TERMS
AND CONDITIONS**

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

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

We ask that the Borrower acknowledges agreement to these amendments by signing and returning the attached duplicate copy of this Amending Agreement to the undersigned on or before **February 15, 2020.**

**ACCURACY OF
INFORMATION**

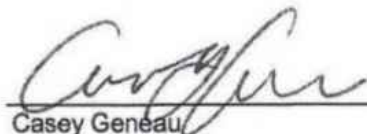
The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

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

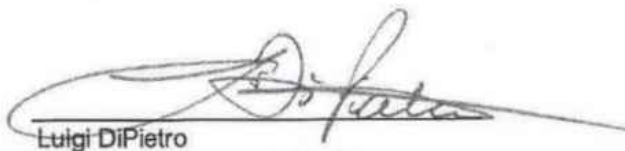
The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Yours truly,

THE TORONTO-DOMINION BANK




Casey Geneau
Senior Account Manager



Luigi DiPietro
Manager Commercial Credit

TO THE TORONTO-DOMINION BANK:

CUTTING EDGE PRECISION SERVICES ULC hereby accepts the foregoing offer this 23 day of January, 2020. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.



Signature

Signature

Sean O'Neil President
Print Name & Position

Print Name & Position



Windsor
156 Ouellette Ave Suite 200
Windsor, ON
N9A 1A4
Telephone No.: (519) 358 -1559
Fax No.: (519) 945 2442

July 29, 2020

CUTTING EDGE PRECISION SERVICES ULC

Attention: Sean O'Neil, Geoff O'Brien, Mark Rusch

Dear Sean, Geoff and Mark,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated November 27, 2015 and the subsequent Amending Agreements dated September 7, 2016, November 22, 2017, September 4, 2018 and January 22, 2020:

BORROWER

CUTTING EDGE PRECISION SERVICES ULC (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Windsor branch, in Windsor, ON.

CREDIT LIMIT

- 1) The lesser of:
 - a) ~~CAD\$3,000,000~~ **CAD\$4,000,000** or its USD\$ Equivalent», AND
 - (i) 90% of accounts receivables where the buyer is EDC insured, plus;
 - (ii) 75% of all other accounts receivables, less over 90 day A/R, plus;
 - (iii) 75% of the Receivable Value from Proper Group International, LLC less over 60 days, except that the amount calculated under (iii) will not exceed CAD \$500,000 plus;
 - (iv) 50% of WIP Value less customer deposits/advanced billings, plus;
 - (v) 80% of WIP insured by EDC, net of progress billings and customer deposits except that the
 - b) amount calculated under (iv) and (v) **will not exceed CAD \$1,500,000.**
 - (vi) **Plus USD credit balances up to USD \$250,000**

Forward margined - Availability of the operating line is to be set monthly and limited to the previous month's total borrowing base coverage.

For purposes of calculating the Credit Limit, no value will be given to any uninsured foreign

- accounts receivables and any insured trade account receivable exceeding any:
- Individual Buyer Credit Limits set out in the applicable policy.
 - Relevant Country's Maximum Payment Terms as set out in the applicable policy.
 - Relevant Country Maximum Liability Amount as set out in the applicable policy.

- 2) New USD\$210,000 Term Loan as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility".

**TYPE OF CREDIT
AND BORROWING
OPTIONS**

- 2) **Committed Reducing Term Facility (Single Draw)** available at the Borrower's option by way of:
- Fixed Rate Term Loan in CAD\$210,000

PURPOSE

- 2) To take out TD Equipment Facilities Fac ID# 2093652 & 2093653

TENOR

- 2) Committed

**CONTRACTUAL
TERM**

- 2) 24 month(s) from the date of drawdown

**RATE TERM
(FIXED RATE
TERM LOAN)**

- 2) Fixed rate: 6 month, 12-24 months but never to exceed the Contractual Term Maturity Date

AMORTIZATION

- 2) 24 month(s)

**INTEREST RATES
AND FEES**

Advances shall bear interest and fees as follows:

2) **Committed Reducing Term Facility:**

Fixed Rate Term Loans: as determined by the Bank, in its sole discretion, for the Rate Term - selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.

For all Facilities, interest payments will be made in accordance with Schedule "A" unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A".

Interest on Fixed Rate Term Loans under Facility ID# 2191223 is compounded Semi-annually and payable monthly in arrears.

ARRANGEMENT FEE

The Borrower has paid or will pay prior to any drawdown hereunder a non-refundable arrangement fee of CAD\$1,000.

ADMINISTRATION FEE

CAD\$250 per month.

EXCESS MONITORING FEE

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

RENEWAL FEE

CAD\$3,000 per annum.

DRAWDOWN

Assigned Facilities Description

- 2) One-time drawdown prior to August 31, 2020, after which time, any amount not drawn is cancelled. Amounts repaid may not be redrawn.

Each drawdown under Facility#2 will be a "tranche" and each tranche will bear its own interest rate and repayment terms as set out in the Rate and Payment Terms Notice delivered by the Bank to the Borrower in respect of that drawdown.

Notice periods, minimum amounts of draws, interest periods and contract maturity for LIBOR Loans, terms for Banker's Acceptances and other similar details are set out in the Schedule "A" attached hereto.

**REPAYMENT AND
REDUCTION OF
AMOUNT OF CREDIT
FACILITY**

Assigned Facilities	Description
2)	All amounts outstanding will be repaid on or before the Contractual Term Maturity Date. The drawdown will be repaid in equal monthly payments. The details of repayment and interest rate applicable to such drawdown will be set out in the "Rate and Payment Terms Notice" applicable to that drawdown. Any amounts repaid may not be reborrowed.

PREPAYMENT

Assigned Facilities	Description
2)	The Borrower has selected the 10% Prepayment Option and accordingly, Fixed Rate Term Loans under this Facility may be prepaid in accordance with Section 4a) and 4b) of Schedule A.

**DISBURSEMENT
CONDITIONS**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

Assigned Facilities	Description
1, 2)	1. Executed Loan Agreement to be on hand; 2. EDC approval for waivers.

**NEGATIVE
COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A". In addition the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

Assigned Facilities	Description
Fac#1)	No debt, guarantee's, liens or encumbrances are permitted for Cutting Edge Precision Services ULC. Additional debt, guarantees, liens, or encumbrances shall require the Bank's prior consent to the terms and conditions.

PERMITTED LIENS

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

Assigned Facilities	Description
Fac#2)	Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%

FINANCIAL COVENANTS

The Borrower agrees at all times, on a consolidated basis to:

Assigned Facilities	Description
	Maintain a Total Liabilities to Tangible Net Worth ratio of less than 3.50x at all times, reducing to 3.25x at June 30, 2020, with increase to 3.90x at Sept 30/ 20 with future reductions to be determined at the next Annual Review.
ALL)	Total Liabilities is defined as the Borrower's total indebtedness less loans made by the shareholders to the Borrower and postponed in favour of the Bank including principal outstanding on operating leases.
	Tangible Net Worth is defined as shareholder's equity plus loans made by the shareholders to the Borrower and postponed in favour of the Bank, less loans to its shareholders, employees and other related parties and less intangible assets including without limitation, goodwill, research and development, franchises, patents and trademarks.

AVAILABILITY OF OPERATING LOAN

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.

LANGUAGE PREFERENCE

This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise à la demande de toutes les parties.)

**SCHEDULE "A" -
STANDARD TERMS
AND CONDITIONS**

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

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

We ask that the Borrower acknowledges agreement to these amendments by signing and returning the attached duplicate copy of this Amending Agreement to the undersigned on or before **August 31, 2020**.

**ACCURACY OF
INFORMATION**

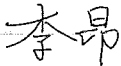
The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

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

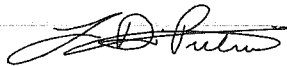
The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Yours truly,

THE TORONTO-DOMINION BANK



Ang Li
Account Manager



Luigi Dipietro
Credit Manager

TO THE TORONTO-DOMINION BANK:

CUTTING EDGE PRECISION SERVICES ULC hereby accepts the foregoing offer this 30 day of
JULY, 2020. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed
herein shall not be used by or on behalf of any third party.

Sean O'Neil

Signature

Sean O'Neil President

Print Name & Position

156 Ouellette Ave Suite 200
Windsor, ON
N9A 1A4
Telephone No.: (519) 358 -1559
Fax No.: (519) 945 2442

February 25, 2021

CUTTING EDGE PRECISION SERVICES ULC

Attention: Sean O'Neil, Geoff O'Brien, Mark Rusch

Dear Sean, Geoff and Mark ,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated November 27, 2015 and the subsequent Amending Agreements dated September 7, 2016, November 22, 2017, September 4, 2018, January 22, 2020 and July 29, 2020:

BORROWER

CUTTING EDGE PRECISION SERVICES ULC (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Windsor branch, in Windsor, ON.

CREDIT LIMIT

- 1) The lesser of:
 - a) ~~CAD \$4,000,000~~ **CAD\$5,000,000** or its USD\$ Equivalent AND
 - (i) 90% of accounts receivables where the buyer is EDC insured, plus;
 - (ii) 75% of all other accounts receivables, less over 90-day A/R, plus;
 - (iii) 75% of the Receivable Value from Proper Group International, LLC less over 60 days, except that the amount calculated under (iii) will not exceed CAD \$500,000 plus;
 - (iv) 50% of WIP Value less customer deposits/advanced billings, plus;
 - (v) 80% of WIP insured by EDC, net of progress billings and customer deposits except that the amount calculated under (iv) and (v) will not exceed CAD \$1,500,000.
 - (vi) Plus USD credit balances up to USD \$250,000.

Forward margined - Availability of the operating line is to be set monthly and limited to the previous month's total borrowing base coverage.

For purposes of calculating the Credit Limit, no value will be given to any uninsured foreign accounts

receivables and any insured trade account receivable exceeding any:

- Individual Buyer Credit Limits set out in the applicable policy.
- Relevant Country's Maximum Payment Terms as set out in the applicable policy.
- Relevant Country Maximum Liability Amount as set out in the applicable policy.

**TYPE OF CREDIT
AND BORROWING
OPTIONS**

- 1) **Operating Loan** available at the Borrower's option by way of:
- Prime Rate Based Loans in CAD\$ ("Prime Based Loans")

**CONTRACTUAL
TERM**

- 1) No term

**INTEREST RATES
AND FEES**

Advances shall bear interest and fees as follows:

- 1) **Operating Loan**
- Prime Based Loans: Prime Rate + 0.850% per annum

For all Facilities, interest payments will be made in accordance with Schedule "A" unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A".

**ARRANGEMENT
FEE**

The Borrower has paid or will pay prior to any drawdown hereunder a non-refundable arrangement fee of CAD\$1,000.

**ADMINISTRATION
FEE**

CAD\$250 per month.

EXCESS MONITORING FEE

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

RENEWAL FEE

CAD\$3,500 per annum.

BUSINESS CREDIT SERVICE

The Borrower will have access to the Operating Loan (Facility 1) via Loan Account Number 3621-9524594 (the "Loan Account") up to the Credit Limit of the Operating Loan by withdrawing funds from the Borrower's Current Account Number 3880-5245947 (the "Current Account"). The Borrower agrees that each advance from the Loan Account will be in an amount equal to \$5,000 (the "Transfer Amount") or a multiple thereof. If the Transfer Amount is NIL, the Borrower agrees that an advance from the Borrower's Loan Account may be in an amount sufficient to cover the debits made to the Current Account.

The Borrower agrees that:

- a) all other overdraft privileges which have governed the Borrower's Current Account are hereby cancelled.
- b) all outstanding overdraft amounts under any such other agreements are now included in indebtedness under this Agreement.

The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any other amount from the Loan Account to the Current Account in order to cover the debits made to the Current Account if the amount in the Current Account is insufficient to cover the debits. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the Loan Account.

SECURITY

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

Amending Security Items:

- e) EDC Guarantee-Risk Transference (EGP) Insurance ~~CAD \$500,000~~ **CAD\$1,250,000**

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

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



**DISBURSEMENT
CONDITIONS**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

Assigned Facilities	Description
1)	1. Executed Loan Agreement to be on hand; 2. EDC approval for 75% EGP coverage on the \$1,000,000 increase, i.e. evidence on increase current EGP coverage from \$500,000 to \$1,250,000.

**FINANCIAL
COVENANTS**

The Borrower agrees at all times, on a consolidated basis to:

Assigned Facilities	Description
All)	Maintain a Total Liabilities to Tangible Net Worth ratio of less than 3.50x at all times, with increase to 3.9x at Sept 30/ 20 with future reductions to be determined at the next Annual Review. Total Liabilities is defined as the Borrower's total indebtedness less loans made by the shareholders to the Borrower and postponed in favour of the Bank including principal outstanding on operating leases. Tangible Net Worth is defined as shareholder's equity plus loans made by the shareholders to the Borrower and postponed in favour of the Bank, less loans to its shareholders, employees and other related parties and less intangible assets including without limitation, goodwill, research and development, franchises, patents and trademarks.

**ANCILLARY
FACILITIES**

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

1)	Certain treasury products, such as forward foreign exchange transactions, and/or interest rate and currency and/or commodity swaps. The Borrower agrees that treasury products will be used to hedge its risk and will not be used for speculative purposes. For the Borrower's information only, the Bank advises the Borrower that, as at the day of this Agreement only, the Bank would, if requested by the Borrower, make available to the Borrower forward foreign exchange contracts for periods of up to 12 months. This limit and term are subject to change at any time at the discretion of the Bank and without prior notice to the Borrower. The
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Borrower must contact the Bank from time to time, to obtain information about the Borrower's then current forward foreign exchange limit.

F ☐ CLOSE OUT

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

AVAILABILITY OF OPERATING LOAN

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.

LANGUAGE PREFERENCE

This Agreement has been drawn up in the English language at the request of all parties.(Cet acte a été rédigé en langue anglaise à la demande de toutes les parties.)

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

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

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



ACCURACY OF INFORMATION

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

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

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

We ask that the Borrower acknowledges agreement to these amendments by signing and returning the attached duplicate copy of this Amending Agreement to the undersigned on or before March 31, 2021.

Yours truly,

THE TORONTO-DOMINION BANK



Angela Li
Account Manager



Luigi Di Pietro
Credit Manager

Borrower Acknowledgement Section.

TO THE TORONTO-DOMINION BANK

CUTTING EDGE PRECISION SERVICES ULC hereby accepts the foregoing offer this 26 day of FEBRUARY, 2021. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

Sean O'Neil
Signature

Sean O'Neil President
Print Name & Position

South West Ontario Commercial Banking Centre
156 Ouellette Ave Suite 200
Windsor, ON
N9A 1A4
Telephone No.: (519) 945 1301
Fax No.: (519) 945 2442

August 25, 2021

CUTTING EDGE PRECISION SERVICES ULC

Attention: Sean O'Neil

Dear Sean,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated November 27, 2015 and the subsequent Amending Agreements dated September 7, 2016, November 22, 2017, September 4, 2018, January 20, 2020, July 29, 2020 and February 25, 2021:

BORROWER

Cutting Edge Precision Services ULC (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its South Western Ontario Commercial Banking Centre branch, in Windsor, ON.

CREDIT LIMIT

3) CAD\$495,111

**TYPE OF CREDIT
AND BORROWING
OPTIONS**

- 3) **Committed Reducing Term Facility (Single Draw)** available at the Borrower's option by way of:
- Fixed Rate Term Loan in CAD\$
 - Floating Rate Term Loan available by way of:
 - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")

PURPOSE

- 3) To take out existing TD Equipment Finance facility

TENOR

- 3) Committed

**CONTRACTUAL
TERM**

- 3) 24 months from the date of drawdown

**RATE TERM
(FIXED RATE
TERM LOAN)**

- 3) Fixed rate: 6 month, 12-60 months but never to exceed the Contractual Term Maturity Date
Floating rate: No term

AMORTIZATION

- 3) 24 months

**INTEREST RATES
AND FEES**

Advances shall bear interest and fees as follows:

- 3) **Committed Reducing Term Facility**
 - Fixed Rate Term Loans: as determined by the Bank, in its sole discretion, for the Rate Term selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
 - Floating Rate Term Loans available by way of:
 - Prime Based Loans: Prime Rate + 1.250% per annum

For all Facilities, interest payments will be made in accordance with Schedule "A" unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A".

Interest on Fixed Rate Term Loans under Facility 3 is compounded and payable monthly in arrears.

DRAWDOWN

- 3) One time drawdown prior to Sept 15, 2021, after which time, any amount not drawn is cancelled. Amounts repaid may not be redrawn.



**REPAYMENT AND
REDUCTION OF
AMOUNT OF CREDIT
FACILITY**

- 3) All amounts outstanding will be repaid on or before the Contractual Term Maturity Date. The drawdown will be repaid in equal monthly payments. The details of repayment and interest rate applicable to such drawdown will be set out in the "Rate and Payment Terms Notice" applicable to that drawdown. Any amounts repaid may not be reborrowed.

PREPAYMENT

- 3) Fixed: The Borrower may select the 10% Prepayment Option and accordingly, Fixed Rate Term Loans under this Facility may be prepaid in accordance with Section 4a) and 4b) of Schedule A.

Floating: No prepayment penalties.

SECURITY

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

- q) Subordination Agreement/Priorities Agreement (inter-creditor agreement) between the Toronto-Dominion Bank, North American Lighting, Inc. and Cutting Edge Precision Services ULC.

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

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

**DISBURSEMENT
CONDITIONS**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

- 3) a) Executed Amending Loan Agreement to be on hand.
b) EDC Consent and Approval

**FINANCIAL
COVENANTS**

The Borrower agrees at all times, on a consolidated basis to:

- All) Maintain a Total Liabilities to Tangible Net Worth ratio of less than 3.50x at all times, with increase to 3.9x at Sept 30/20 with reduction back to 3.50 by Dec 31, 2021 and future step downs to be reviewed.

Total Liabilities is defined as the Borrower's total indebtedness less loans made by the shareholders to the Borrower and postponed in favour of the Bank including principal outstanding on operating leases.

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

**SCHEDULE A -
STANDARD TERMS
AND CONDITIONS**

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

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

We ask that the Borrower acknowledges agreement to these amendments by signing and returning the attached duplicate copy of this Amending Agreement to the undersigned on or before August 31, 2021.

**ACCURACY OF
INFORMATION**

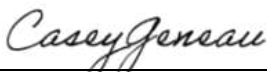
The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

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

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

Yours truly,

THE TORONTO-DOMINION BANK



Casey Geneau
Senior Account Manager



Luigi Di Pietro
Manager Commercial Credit

TO THE TORONTO-DOMINION BANK □

CUTTING EDGE PRECISION SERVICES ULC hereby accepts the foregoing offer this 1 day of September, 2021. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

Sean O'Neil

Signature

Sean O'Neil President

Print Name & Position

***THIS IS EXHIBIT "D" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.



EQUIPMENT LOAN AND SECURITY AGREEMENT

No. 060-1980564-001

1290 Central Parkway W., Suite 1100, 11th Floor
Mississauga, Ontario, L5C 4R3, Tel: (800) 242-2523

CLIENT: Cutting Edge Precision Services ULC

ADDRESS: 3230 Moynahan St.
Oldcastle, Ontario
N0R 1L0

CONTACT: Sean O'Neil
Tel: (519) 737-9966

EQUIPMENT LOCATION (if at address other than above)

INSURANCE

EQUIPMENT

Table with columns: UNITS, MODEL, YEAR, DESCRIPTION, SERIAL Nos. Content: See Schedule A which is an integral part of this agreement.

Table with columns: FINANCED AMOUNT, FINANCING RATE, INSTALMENTS. Values: Amount Advanced: TBD USD, Financing Rate: Fixed Rate 4.47% p.a., Instalments: \$ TBD, Frequency: Monthly, No. of Instalments: 60, Original Term: 60 months.

ADDITIONAL PROVISIONS
See Schedule B which is an integral part of this agreement.

In consideration of the loan (the "Loan") by Lender (as defined below) to Client in the amount specified under the heading "Financed Amount" above, the receipt of which Client hereby acknowledges, Client acknowledges itself indebted and promises to repay to Lender the Financed Amount. Client also acknowledges that it has agreed to grant to Lender a security interest in the Equipment described above to secure repayment of the Financed Amount on the terms and conditions set forth above, on document 15133 E attached hereto, on all applicable schedules and other attachments hereto, all of which terms and conditions form part of this Equipment Loan and Security Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Equipment Loan and Security Agreement at Oldcastle in the province of Ontario, this 5th day of February 2020.

Cutting Edge Precision Services ULC
By: Sean O'Neil President
SIGNATURE OF AUTHORIZED OFFICERS

Wells Fargo Equipment Finance Company
By:
SIGNATURE OF AUTHORIZED OFFICERS



This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 060-1980564-001 executed at Oldcastle in the province of Ontario, this 5th day of February 2020.

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
1	UX500C	2020	Quaser UX500C/20C 5 Axis Vertical Machining Center with Heidenhain TNC640 Control c/w all attachments and accessories	TBD
1	Compact 80	2020	Erowa Robot Compact 80 c/w all attachment and accessories	TBD
1	GA15+FF	2020	Atlas Copco GA15+FF (20 HP) Rotary Screw Air Compressor c/w all attachments and accessories	TBD

Cutting Edge Precision Services ULC

Wells Fargo Equipment Finance Company

By: Sean O'Neil President ("CLIENT")
 TITLE

By: _____ ("LENDER")
 TITLE

This SCHEDULE B is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 060-1980564-001 executed at Oldcastle in the province of Ontario, this 5th day of February 2020.

ADDITIONAL PROVISIONS

INTEREST RATE (US SWAP)

The Financed Amount will bear interest at an annual rate equal to 315 basis points above the ask rate for a 3 year US dollar fixed interest rate swap as published by Thomson Reuters, Bloomberg (or its respective successors or assigns) or another reputable source selected by Lender on the Friday preceding the day Lender calculates the applicable amount. This rate shall remain fixed for the entire term of this Agreement. For indication purposes only, the applicable 3 year swap rate today is 1.324% per annum, plus 315 bps, resulting in a fixed interest rate of 4.474% per annum. The Instalments and the Financing Rate on the signature page of this Agreement are for indication purposes only.

TRANSACTION FEE

Client agrees to pay a transaction fee of USD \$ 1 500.00 upon signature hereof.

CANCEL AND REPLACE

The Equipment Loan and Security Agreement no. 050-1980564-001 dated January 29, 2020 is hereby rendered null and void, and replaced by the present Equipment Loan and Security Agreement no. 060-1980564-001 dated February 5, 2020.

Currency conversion (CAD to USD)

Notwithstanding the currency set out on the front page hereof, all Obligations shall be paid in US dollars. At the time of disbursement, all amounts expressed in Canadian dollars will be converted to US dollars in accordance with the provisions hereof.

FINANCED AMOUNT

The Financed Amount provided for in this Agreement is made up of \$ TBD CDN and \$ TBD USD. For the purpose hereof, the Canadian amount was however converted in US dollars at an exchange rate of TBD.

At the time of disbursement, Lender will inform Client of the actual Financed Amount as well as the Instalments which will be converted to US dollars in accordance with the terms of the present Agreement.

Cutting Edge Precision Services ULC

Wells Fargo Equipment Finance Company

By: Sean O'Neil President TITLE

By: TITLE

SIGNATURE OF AUTHORIZED OFFICERS

TITLE

SIGNATURE OF AUTHORIZED OFFICERS

TITLE

EQUIPMENT LOAN
AND SECURITY AGREEMENT**1. Interpretation****1.1** For the purpose of this Agreement:

- (a) "Accrued Liability" at any time means the amount equal to the sum of the Financed Amount, any Liquidated Damages and all other amounts then payable hereunder, including without limitation, any Overdue Payment and accrued interest.
- (b) "Affiliate" means in respect of a person, a person or persons that, directly or indirectly through one or more intermediaries, control, are controlled by, or are under common control with, such person.
- (c) "Agreement" means this Equipment Loan and Security Agreement and any applicable schedules hereto, unless the context otherwise requires, and "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement.
- (d) "BA 90 Day Rate" or "BA Rate" means, on any day, the annual rate of interest equal to and identified as the average discount rate (rounded upwards, if necessary, to the nearest 0.01%) of three-month Canadian Dollar Offered Rate (CDOR) as displayed on the 'Reuters Screen CDOR Page' as at approximately 10:00 a.m. (Toronto Time) on the next to the last Wednesday (or, if such Wednesday is not a Business Day, the preceding Business Day) of the preceding calendar month. If for any reason, this rate is no longer published as herein described, Lender shall select such replacement site, source or index as Lender, in its sole discretion, determines most closely approximates such rate. Notwithstanding anything to the contrary, the BA Rate will never be less than 0.25%.
- (e) "Business Day" means a day when the office of Lender at the address stated on the face hereof is open for business.
- (f) "Claims" has the meaning assigned in Section 16.
- (g) "Client" means the client of Lender stated on the face hereof.
- (h) "Collateral" has the meaning assigned in Section 5.1.
- (i) "control" means the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting securities or otherwise.
- (j) "Conversion Rate" means as applicable, for USD to CAD conversions: the rate, expressed in CAD for the purchase of one US dollar, determined by adding 0.0150 CAD/USD to the highest rate which appears on the Bloomberg CAD GIT Page between 7 AM and 5 PM (EST) or for CAD to USD conversions: the rate, expressed in CAD for the purchase of one US dollar, determined by subtracting 0.0150 CAD/USD from the lowest rate which appears on the Bloomberg Screen CAD GIT Page between 7 AM and 5 PM (EST).
- (k) "Current Yield" means the current yield on the CAD swap or US swap as the case may be applicable for a duration equal to the remaining Duration of the Loan including the balloon payment, if any, as published by Thomson Reuters (or its successors or assigns) on the Friday preceding the day the payment is made, should the required maturity of the current CAD swap or US swap not be available, Lender will round up to the closest designated maturity available. In the event the Thomson Reuters (or its successors or assigns) screen is unavailable, reference will be made to the precedent Friday's closing swap yield provided by Bloomberg.
- (l) "Default" means any of those events or circumstances specified in Section 13.
- (m) "Duration" means the average maturity of the remaining Instalments, which is measured by calculating the sensitivity of the outstanding principal of the Financed Amount to a one (1) basis point change in the Financing Rate.
- (n) "Equipment" means the items of personal property described in this Agreement (or any individual item thereof as the context requires), together with all present and after-acquired accessions, attachments, enhancements, accessories, additions, improvements, spare parts, substitutions, replacements, exchanges, trade-ins, thereto or thereof.
- (o) "Equities" means existing or future rights of counterclaim, defence, set-off, compensation, abatement or offset, legal or equitable.
- (p) "Financed Amount" means the amount stated as such on the face hereof owing by Client to Lender or the unpaid outstanding balance thereof, as the context requires.
- (q) "Financing Rate" means the rate per annum stated as such on the face hereof.
- (r) "Instalments" means the periodic repayment instalments of the Financed Amount, together with interest calculated at the Financing Rate as provided on the face hereof, such instalments stated on the face hereof.
- (s) "Lender" means the Lender stated on the face hereof.
- (t) "Lien" means any lien, privilege, mortgage, pledge, hypothec, charge, security interest, attachment, assignment, seizure, sequestration, distress, levy or other encumbrance of any nature or kind whatsoever.
- (u) "Liquidated Damages" means liquidated damages determined in accordance with Section 2.2.
- (v) "Loss of Equipment" means:
- (i) a total or constructive total loss (being any loss, the cost of repair of which would exceed the fair market value of the Equipment immediately after repair) of Equipment, or damage thereto, or theft thereof which, in the reasonable opinion of Lender, renders it impossible or impractical to use the Equipment for its intended purpose; or
 - (ii) expropriation or confiscation of Equipment by any authority absolutely or for more than 180 days.
- (w) "Obligation" means any obligation by Client to pay any amount owing hereunder or under any documents, instruments or security delivered in connection herewith, including the Financed Amount, Overdue Payments and all other amounts owing hereunder, or to perform any other obligation of Client hereunder or under any documents, instruments or security delivered in connection herewith.
- (x) "Overdue Payment" means any amount owing by Client hereunder and any sum disbursed by Lender pursuant to Section 15 which is not paid when due hereunder, or any portion thereof.
- (y) "person" includes any natural person, corporation, firm, partnership, trust, sole proprietorship or governmental agency, authority or other entity, however constituted or designated.
- (z) "Supplier" means any manufacturer, supplier, vendor or dealer or any other person from whom Client has acquired any of the Equipment.
- (aa) "Taxes" means any and all taxes, imposts, levies, fees, duties and charges imposed by any taxing authority on Lender, Client, the Equipment, its purchase, sale, ownership, security interest thereon, delivery, possession, operation or use including, without limitation, sales, excise, use, health services, property, goods and services, business transfer and value added taxes (including any penalties or interest based on late or non-payment), but excluding taxes imposed on or measured by Lender's overall net income.
- (bb) "Warranties" means any and all warranties, guarantees, representations, service contracts, contracts to stock spare parts and similar agreements, oral or written, express, implied or statutory, relating to the Equipment.
- 1.2 In this Agreement, unless the context otherwise requires, the singular includes the plural and vice-versa and words importing gender include each gender.
- 1.3 All references herein to statutes include the statute as it may be amended, restated or replaced with legislation of comparable effect.
- 1.4 Acts to be performed hereunder on non-Business Days shall be performed on the following Business Day.
- 2. Instalments**
- 2.1 Client hereby acknowledges that it has borrowed from Lender and is thereby, or has otherwise become, indebted to and agrees to repay to Lender, at the address of Lender stated on the face hereof or such other place notified by Lender to Client, the Financed Amount, together with interest thereon, by paying the Instalments stated on the face hereof. Unless otherwise stated, Instalments are due on the dates stated on the face hereof in each month, or other period (or the last day of the month, if there is no corresponding date), in arrears, throughout the term hereof. On the final Instalment date, Client shall pay Lender the outstanding balance of the Financed Amount, all accrued and unpaid interest thereon and all other amounts payable hereunder.
- 2.2 Provided (i) Client is not in Default; and (ii) Client has provided no less than thirty (30) days prior written notice of its irrevocable election, Client may prepay the unpaid outstanding balance of the Financed Amount, together with any Overdue Payments or Obligations and Liquidated Damages determined as follows:
- (a) if the Financing Rate is a variable rate based on BA Rate, the Liquidated Damages shall be equal to three months interest on the amount prepaid calculated at the Financing Rate in effect at the time of prepayment, or
 - (b) if the Financing Rate is a fixed rate, the Liquidated Damages shall be an amount equal to 1% of the amount prepaid for each full or partial year of the remaining term of this Agreement, to a maximum of 5%. By way of example and for greater clarity, if there are 27 months of the term remaining, then the Liquidated Damages payable will be 3% of the amount prepaid - 1% for each of the two full years (24 months) and an additional 1% for the partial year.
- Client may request partial prepayment of the unpaid outstanding balance of the Financed Amount, but such partial prepayment remains subject to Lender's credit approval at the time of prepayment. If a Default or a Loss of Equipment occurs, the Liquidated Damages shall also be payable by Client and shall be calculated by reference to the outstanding balance of the Financed Amount at the time of such Default or Loss of Equipment,

- as applicable.
- No part of the Liquidated Damages shall be applied in reduction of the remaining Instalments. If a Default or a Loss of Equipment occurs, the Liquidated Damages shall also be payable by Client and shall be calculated by reference to the outstanding balance of the Financed Amount at the time of such Default or Loss of Equipment, as applicable.
- 3. Interest**
- 3.1 The Financed Amount shall bear interest at the Financing Rate from the date hereof until the Financed Amount is unconditionally paid in full to Lender, and shall be payable in arrears on each Instalment date.
- 3.2 In addition to interest payable under Section 3.1, each Overdue Payment shall bear interest from the date due until unconditionally paid in full to Lender at the rate of 18% per annum, and shall be payable on demand by Lender.
- 3.3 Interest payable hereunder shall accrue and be calculated daily upon the daily outstanding balance of the Financed Amount or an Overdue Payment, as applicable, on the basis of the actual number of days elapsed in a year of 365 days or 366 days, as the case may be. All interest payments to be made under this Agreement in respect of the outstanding balance of the Financed Amount or any Overdue Payment, as applicable, shall be paid both before and after maturity and before and after Default and/or judgment, if any, until full and unconditional payment of the outstanding balance of the Financed Amount or such Overdue Payment is made. The yearly rate of interest to which each rate of interest expressed herein is equivalent is the product of: (a) such rate, multiplied by (b) the actual number of days in the calendar year in which the same is to be ascertained divided by 365. The principle of deemed reinvestment shall not apply to this Agreement or any payments made by Client hereunder.
- 3.4 If the Financing Rate is a variable rate based on BA Rate, a change in BA Rate automatically changes the rate of interest payable hereunder to the same extent and in the same manner effective with the frequency stated on the face hereof. Lender shall not be obliged to notify Client of any such change, any such right to notice being hereby irrevocably waived by Client.
- 3.5 In order to preserve the Lender's net economic return, Lender in its sole discretion may adjust the pricing at any time prior to disbursement to reflect: (1) changes in the pricing assumptions of this Agreement; (2) a change in the Lender's funding index rate; (3) tax law changes applicable to the Client or the Lender; and (4) general market conditions.
- 4. Title, Ownership**
- Title to, ownership of, and all property in the Equipment shall remain with Client, but subject always to the security interests and other provisions hereof, and at Client's sole risk, until full payment in cash of all amounts repayable hereunder; prior to such payment, Client's rights therein are to quiet enjoyment and use on the terms and conditions of this Agreement so long as a Default has not occurred.
- 5. Security Interest and Warranties as to the Collateral**
- 5.1 As general and continuing security for the payment and performance of the Obligations, Client hereby grants to Lender and Lender hereby takes a security interest in: (a) the Equipment, (b) all present and after-acquired intellectual property and other intangibles relating to the Equipment; (c) all present and after-acquired contracts, chattel paper, intangibles or instruments, written or oral, for the sale, exchange, lease, license, rental, sublease or other disposition of any kind whatsoever of the foregoing; (d) all insurance claims and proceeds resulting therefrom with respect to any loss or damage to any of the foregoing; and (e) all proceeds of the foregoing in the form of chattel paper, documents of title, goods, instruments, intangibles, money, fixtures or investment property, (collectively, the "Collateral"), and as further general and continuing security for the payment and performance of the Obligations Client hereby mortgages, transfers, pledges, charges and assigns the Collateral to Lender.
- 5.2 In addition, as a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of the Client to Lender, the Client hereby grants a continuing security interest in, and charges and hypothecates all its right, title and interest in and to all present and future equipment, assets and goods with respect to which either (i) Lender has provided or may provide any value (including without restriction, for its acquisition, lease, use, operation or otherwise) together with all proceeds thereof of whatever nature and kind howsoever arising or (ii) Client has granted a Lien in favour of Lender.
- 5.3 Client represents and warrants to Lender that Client has, and shall continue to have at all times until while the Obligations remain outstanding, good and marketable title to the Collateral, free and clear of all Liens except for Liens granted in favour of or taken by Lender hereunder or pursuant to any other agreement between Client and Lender or any nominee or agent of Lender. Client agrees to comply with all Warranties accruing to Client pertaining to the Equipment; however, any failure by any Supplier to comply with any Warranty shall not affect Client's Obligations to Lender.
- 6. Personal Property and Waivers**
- 6.1 The Equipment shall at all times be and remain moveable personal property. Notwithstanding any purpose for which the Equipment may be used or that it may become affixed or attached to land or any structure thereon, the Equipment shall remain subject to all rights of Lender hereunder as if it were not so affixed or attached.
- 6.2 Client agrees to obtain a waiver, if required by and in a form satisfactory to Lender, from any landlord, mortgagee, hypothecary creditor or other encumbrancer of the premises where Collateral is situated (and prior to any Equipment becoming affixed if it is to be affixed).
- 7. Maintenance, Use, Operation, Alterations, Upgrades, etc.**
- 7.1 Client shall at its own expense:
- maintain Equipment in good operating condition, repair and appearance (in each case by duly qualified and licensed persons acceptable to Lender), ordinary wear and tear only excepted;
 - monitor and comply with all recommendations or requirements of Suppliers (including but not limited to service bulletins or recalls) so as to preserve all Warranties and conform with applicable laws and regulations; and
 - at Lender's request, enter into a maintenance agreement for Equipment for the full term of this Agreement with a Supplier or a competent service and maintenance agent approved by Lender.
- 7.2 Client shall not, without Lender's prior written consent, make any alterations, additions, accessions or attachments to any Collateral. Such consent will only be granted if such changes:
- do not materially decrease the value of Collateral or limit, interfere with or frustrate its intended use;
 - do not prejudice or adversely affect any Warranties; and
 - are free from, and do not subject Collateral to, any Lien.
- 7.3 All replacement parts and components, alterations, additions, accessions and attachments to Collateral shall automatically become subject to the security interests created hereby as soon as they are acquired by or on behalf of Client.
- 7.4 Client shall affix and keep affixed to Collateral any labels supplied by Lender identifying its security interests in Collateral.
- 8. Inspection**
- Any representative of Lender shall have the right to inspect Collateral at all reasonable times upon notice to Client.
- 9. Insurance**
- 9.1 Client shall at its own expense place and maintain with insurers acceptable to Lender:
- comprehensive all risks insurance on the Equipment for the greater of the Financed Amount or the full replacement value of the Equipment. Such insurance shall include: (i) a loss payable clause in favour of Lender and (ii) a waiver of subrogation clause in favour of Lender; and
 - general public liability and property damage insurance with limits of liability at least equal to \$2,000,000 or such greater amount as Lender may require. Such insurance shall extend to all liabilities of Client under this Agreement arising out of its use or possession of Collateral and to any potential vicarious liability of Lender as holder of security interests in Collateral created hereby.
- 9.2 All such of insurance policies shall be in place at the effective date of this Agreement, shall cover Lender and Client as their respective interests appear and shall contain endorsements providing that:
- 30 days' written notice shall be given to Lender before the policy lapses or is materially altered or cancelled;
 - the insurance shall be primary and not contributory;
 - Lender's interests therein shall not be invalidated or otherwise adversely affected by any act or omission, deliberate, negligent or otherwise, of Client or its agents, servants or employees;
 - Lender shall not be responsible for payment of any premiums; and
 - Lender may elect to have all proceeds of loss payable only to itself.
- 9.3 Client shall supply Lender with certified copies of all insurance policies, endorsements or other evidence of the required coverage satisfactory to Lender within 30 days of the effective date of this Agreement and on request.
- 9.4 In the event of damage to any item of Equipment amounting to Loss of Equipment, Lender shall be entitled to receive immediate payment of the amount equal to the Accrued Liability with respect to such item of Equipment. Lender may retain any monies received from the insurance proceeds in an amount equal thereto, Client remaining liable for any deficiency.
- 10. Taxes, etc.**
- Client shall have the sole responsibility for and shall duly and punctually pay all Taxes and all licence and similar fees payable at any time upon, or in respect of, Collateral, this Agreement and any payments or transactions contemplated hereunder.
- 11. Liens**
- Client shall keep the Collateral free of all Liens, other than any Liens granted to, or taken by, Lender.
- 12. Laws and Regulations**
- Client is and shall continue to be in compliance with all laws and regulations relating to use, operation or possession of Collateral or the

security interests therein in favour of Lender, and those relating to the prevention of money laundering and terrorism.

13. **Default**

It shall be a Default under this Agreement if:

- (a) Client fails to pay any Instalment within 10 days after its due date;
- (b) any insurance coverage required to be obtained and maintained by Client under this Agreement shall lapse, expire or be cancelled;
- (c) any representation, covenant or warranty of Client made herein or in any instrument or document delivered to Lender in connection herewith is false or materially incorrect or misleading;
- (d) Client defaults in any other Obligation, or defaults in any obligation under any other agreement with Lender or any Affiliate, nominee or agent of Lender, and such default continues for 10 days after notice thereof by Lender or such Affiliate, nominee or agent, as applicable, to Client;
- (e) Client defaults under any agreement between Client and any other financier;
- (f) any act of bankruptcy takes place respecting Client, or any proceeding, petition or notice, voluntary or involuntary, is commenced, made, given or filed, as the case may be, by Client or any other person, under any present or future statute or law relating to bankruptcy, insolvency or relief from or compromise or arrangement with creditors of Client;
- (g) Client ceases or threatens to cease to carry on business or makes or proposes to make any sale of the whole or any substantial portion of its assets in bulk, or otherwise out of the normal course of business;
- (h) any execution, sequestration, expropriation or similar process is brought or threatened, by way of notice or otherwise, against, or a distress or analogous process is levied upon the whole or any part of the property of Client or Collateral;
- (i) any trustee, receiver, interim receiver, administrator, manager or similar official is appointed with respect to all or any part of the property, assets or undertaking of Client, whether pursuant to any private instrument or agreement or by order of any court;
- (j) if ownership or control and direction over the assets or undertaking of Client or the majority of its voting shares directly or indirectly changes, by amalgamation, merger, sale, transfer of shares or otherwise, except pursuant to death of the shareholder, or Client passes any resolution concerning any matter referred to in paragraph (f) or with respect to, or any proceedings, voluntary or involuntary, are commenced under, any present or future law relating to amalgamation, liquidation, winding-up or dissolution;
- (k) an event occurs which, in the opinion of Lender, could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), business, operations, assets, liabilities or prospects of Client, Client's ability to perform any Obligation, or any obligation under any other agreement with Lender or any Affiliate, nominee or agent of Lender, or on the rights and remedies of Lender thereunder, and continues for 10 days after notice thereof by Lender or such Affiliate, nominee or agent, as applicable, to Client; or
- (l) any event or circumstance described in any of paragraphs (c), (d) and (f) through (k) inclusive occurs with respect to any guarantor or surety of Client respecting this Agreement or any Affiliate of Client.

A Default under this Agreement shall be deemed a default under all other present and future agreements entered into between Client and Lender or any Affiliate, nominee or agent of Lender.

14. **Lender's Remedies on Default**

Upon Default, Lender shall be entitled to do one or more of the following:

- (a) declare this Agreement to be in default (with or without terminating this Agreement) whereupon all Obligations shall be immediately due, payable and enforceable without any notice or demand whatsoever;
- (b) declare any or all of the Obligations to be immediately due and payable, or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived;
- (c) take possession of Collateral, without demand, notice or legal proceeding and enter on any premises of Client or any other person for such purpose;
- (d) sell, lease or otherwise dispose of Collateral by public or private transaction for such consideration payable immediately and/or deferred and on such terms and conditions as Lender in its discretion determines;
- (e) whether or not this Agreement may have been or be deemed to have been terminated, demand, sue for and recover the amount equal to the Accrued Liability, less, if applicable, the net proceeds to Lender derived from the sale, lease or other disposition of the Collateral, after deducting all amounts payable by Client pursuant to Section 17 hereof; and
- (f) exercise any other rights or remedies and/or take any proceedings available to Lender hereunder, at law or in equity.

In lieu of selling, leasing or otherwise disposing of Collateral, Lender may retain Collateral and cause Collateral to be valued by a qualified appraiser selected by it and such value shall be substituted for and

deducted as net proceeds to Lender under subparagraph (e) of this Section. Proceeds of sale, lease or disposal need be deducted only when received, unless Lender elects to take the present value of payments to be received, discounted at the Financing Rate then in effect, compounded monthly.

15. **Lender's Rights to Remedy Defaults**

If Client fails to perform or comply with any Obligation, Lender may, but has no obligation to, perform same in the name of Client or Lender and make all necessary disbursements in connection therewith, which shall be reimbursed by Client immediately on demand. Lender is hereby appointed Client's lawful attorney to take any such action in Client's name.

16. **Client's General Indemnities**

Client shall indemnify and save harmless Lender from and against all existing or future losses, costs, charges, expenses, liabilities, claims, demands, penalties, damages, suits, actions and causes of action of every nature and kind whatsoever, including strict liability in tort or in delict (collectively, "Claims") sustained or suffered by Lender, or for which Lender may become liable, resulting from or arising out of:

- (a) Lender's lawful exercise or performance of its rights or obligations under this Agreement;
- (b) the holding by Lender of a security interest in the Collateral;
- (c) any Default;
- (d) any personal injury or property damage or other commercial loss arising out of the sale or delivery to, installation, ownership, use, operation, maintenance, condition, return, removal and re-delivery of Collateral; or
- (e) any use or operation of Collateral which infringes any patent or other industrial or intellectual property right, unless caused by the gross negligence or wilful misconduct of Lender, its employees, servants or agents.

17. **Fees and Expenses**

Client shall pay to Lender on demand Lender's prevailing fees and all costs, expenses and disbursements (including, without limitation, legal fees on a solicitor and his own client basis) that Lender incurs, pays or becomes liable for in connection with the preparation, negotiation and registration of this Agreement and any other agreement evidencing or relating to the Obligations, the perfection or preservation of any Liens granted to or taken by Lender, processing of payments, rendering statements to Client, the failure of Client to pay or perform any of the Obligations, the enforcement by any means of any of the Obligations or any provision of this Agreement, the exercise of any rights, powers or remedies under this Agreement or any other agreement evidencing or relating to the Obligations (including all such costs, expenses and disbursements in connection with recovering or taking possession of the Collateral, removing or taking custody of, the storing, preserving, processing, repair, reconditioning or dismantling of Collateral, preparing Collateral for lease, sale or other disposition and leasing, selling or otherwise disposing of Collateral) and any professional advice sought in connection with any of the foregoing.

18. **Pre-Authorized Payments**

The Client hereby authorizes the Lender to debit the account of the Client identified on the void cheque delivered to Lender (the "Account") for the Instalments or other amounts owing from time to time hereunder on or shortly after its due date by issuing pre-authorized debit requests (each a "PAD") to the financial institution at which the Account is held, as identified on the void cheque delivered to the Lender (the "Processing Institution"). The Client undertakes to inform the Lender in writing of any change in the information related to the Account 10 days prior to the next PAD due date. The Client acknowledges that this authorization is being given for the benefit of the Lender and the benefit of the Processing Institution and is provided in consideration of the Processing Institution agreeing to process PADs against the Account in accordance with the rules of the Canadian Payments Association (the "CPA Rules"). The Processing Institution is hereby authorized to pay from and to debit against the Account any payment order or request whatsoever, payable to the order of the Lender and drawn on the said Account by a bank acting in the name of the Lender. Any payment order or request whatsoever thus drawn by the Lender's bank shall be considered as having been signed by the Client. The Client acknowledges: (i) that this authorization to the Lender also constitutes delivery thereof by the Client to the Processing Institution, and (ii) that the Processing Institution is not required to verify that each PAD submitted by the Lender has been issued in accordance with this PAD Agreement (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring such PAD. The Client may revoke this authorization at any time by giving a 10-day written prior notice to the Lender at the address set forth on the face hereof. The Client acknowledges that it may obtain a sample cancellation form, or further information on our right to cancel this authorization at the Processing Institution or by visiting www.cdnpay.ca. The Client acknowledges that it has certain recourse rights if any debit does not comply with this PAD authorization. To obtain more information on our recourse rights, the

Client acknowledges that it may contact its financial institution or visit www.cdnpay.ca. Client hereby appoints Lender its lawful attorney to take all action contemplated by such payment orders to receive payment of any amount due under this Agreement. Lender may decline any other form of payment.

19. Location of Equipment; Client's Name

- 19.1 Client shall not part with possession of the Equipment nor remove the same from Canada. Notwithstanding the foregoing, Equipment that is a highway vehicle or trailer may, provided Lender's first priority security interest or hypothec charging the Equipment is not adversely affected, travel to the United States for normal usage provided absences from Canada do not exceed 30 days in any 45 day period and the vehicles are primarily domiciled and plated in Canada. Lender may at any time inspect the Equipment and Client's maintenance, insurance, use and Tax records.
- 19.2 Client covenants that it shall not change its name or chief executive office or move the Equipment from the location(s) stated herein without first providing at least 30 days prior written notice to Lender.

20. Assignment and Leasing

Client shall not assign any rights hereunder and Client shall not sell or attempt to sell Collateral nor lease or rent or attempt to lease or rent Collateral, in any case without the prior written consent of Lender, and such consent may be withheld by Lender in its sole and unfettered discretion. No action aforesaid by Client shall relieve Client of any of its Obligations.

21. Client's General Representations, Warranties and Covenants

Client represents and warrants to and covenants with Lender that:

(a) Client has been duly incorporated, amalgamated, merged or continued, as the case may be (or if Client is not a corporation, has been duly formed, created or established as a partnership, limited partnership, trust or other applicable entity) and validly exists under and is governed by the laws of its jurisdiction of incorporation, formation, amalgamation, merger, continuance, establishment or creation, as the case may be, with the power and authority to own its assets and property, carry on its business as currently conducted, and to enter into this Agreement; (b) this Agreement and all other agreements, documents and instruments delivered in connection with this Agreement or the transactions contemplated hereby have been duly authorized, executed and delivered by all necessary action on the part of Client and constitute legal and valid agreements binding upon Client enforceable in accordance with their respective terms; (c) all information as defined in Section 42 provided by Client to Lender is accurate; (d) all payments to Lender are and will be derived from legal sources; and (e) there are no pending or threatened proceedings against Client before any court or other tribunal except as disclosed to Lender in writing. Client agrees to furnish to Lender a copy of its most recent annual financial statements, audited if applicable, promptly upon availability and in any event, within 90 days of each financial year-end. Upon request by Lender, Client agrees also to furnish its quarterly financial statements promptly upon availability and, in any event, within 60 days of each financial quarter-end.

22. Statutory Waivers and Acknowledgement

22.1 Client waives its right to receive a copy of any financing statement or financing change statement registered by Lender and of any related verification statement.

22.2 Client waives, to the fullest extent permitted by law, the application of the provisions of (a) *The Limitation of Civil Rights Act* (Saskatchewan); and (b) *The Distress Act* (Manitoba). Client agrees that the provisions of this Agreement are commercially reasonable.

23. NO SET-OFF - EXCLUSION AND ASSIGNMENT OF WARRANTIES

23.1 CLIENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL EQUITIES AGAINST ANY INSTALMENT AND OTHER AMOUNT DUE TO LENDER HEREUNDER AND AGREES TO PAY EACH SUCH INSTALMENT AND OTHER AMOUNT WITHOUT REGARD TO ANY EQUITIES. NEITHER DEFECTS IN, DAMAGE TO, NOR LOSS OR DESTRUCTION OF COLLATERAL SHALL TERMINATE THIS AGREEMENT OR REDUCE ANY OBLIGATIONS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

23.2 CLIENT REPRESENTS AND WARRANTS TO AND COVENANTS WITH LENDER THAT COLLATERAL IS AND WILL BE USED FOR COMMERCIAL, INDUSTRIAL OR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY, HOUSEHOLD OR FARMING PURPOSES;

23.3 (A) LENDER SHALL NOT BE BOUND BY OR BE DEEMED TO HAVE MADE OR BE LIABLE FOR ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY SUPPLIER OR OTHERWISE; (B) LENDER SHALL NOT BE LIABLE FOR ANY FAILURE OF EQUIPMENT INCLUDING ANY LATENT DEFECT OR ALLEGED FUNDAMENTAL BREACH OF THIS AGREEMENT; (C) NEITHER LENDER NOR ANY OF ITS EMPLOYEES, SERVANTS OR AGENTS HAS MADE AND DOES NOT NOW MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO EQUIPMENT OR ANY INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS THEREIN INCLUDING, WITHOUT LIMITATION, THE DESIGN, SPECIFICATIONS, CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR CLIENT'S PURPOSES AND (D) LENDER SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL

OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, ACTUAL OR ANTICIPATED, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT OR DELICTUAL LIABILITY OR LENDER'S OR SUPPLIER'S NEGLIGENCE. NOTHING HEREIN SHALL DEPRIVE CLIENT OF ITS RIGHTS AGAINST SUPPLIER OR ANY PERSON OTHER THAN LENDER. CLIENT SHALL MAKE ANY CLAIMS WITH RESPECT TO EQUIPMENT DIRECTLY AGAINST SUPPLIER.

23.4 IF EQUIPMENT IS SEIZED OR SOLD BY LENDER, ALL WARRANTIES OF SUPPLIER AND RIGHTS TO ALL SOFTWARE, OTHER INTELLECTUAL AND INDUSTRIAL PROPERTY LICENSES ACCOMPANYING GOODS SHALL BE DEEMED ASSIGNED BY CLIENT TO LENDER.

24. Notices

Any notice, demand, consent or other communication required or permitted hereunder ("Notice") shall be in writing and may be delivered, or sent by prepaid registered mail, or by telex, telecopier, email or other means which produces a permanent written record (a "transmission"). Mailed Notice shall be deemed to have been given two Business Days after mailing provided there is no general disruption or stoppage of postal services then in effect, in which case delivery shall be made by one of the other methods permitted herein; delivered Notice shall be effective upon delivery during business hours to an apparently responsible adult, and transmissions shall be deemed to have been received at the opening of the Business Day immediately following transmission. Addresses for Notice shall be those addresses stated on the face hereof and may be changed in accordance with the foregoing.

25. Remedies Cumulative

All rights and remedies of Lender hereunder are cumulative and not exclusive or alternative and may be exercised by Lender separately or together, in any order, sequence or combination.

26. Forbearance, Indulgence and Waivers

Forbearance or indulgence by Lender in any instance shall not constitute a general waiver of the obligation under this Agreement to which the same applies. Any waiver by Lender of its rights must be in writing and shall not extend to any other obligation or right.

27. Allocations

Client hereby irrevocably and unconditionally waives any present or future right to allocate any payment made to Lender to any specific Obligation due under this Agreement or under any other agreement with Lender or any Affiliate, nominee or agent of Lender. Lender may allocate and apply any payment received to any obligation due hereunder or under any other agreement with Lender or Affiliate, nominee or agent of Lender and may reverse, reallocate and re-apply any such payment as many times and in such manners as Lender from time to time sees fit. Payments received shall be allocated upon receipt of legal tender or cleared funds. Lender is hereby irrevocably authorized to combine and set off amounts payable by it to Client with amounts owing to it from Client (in each case whether matured or not and whether absolute or contingent) under the same or different agreements.

28. Time

Time is and shall remain of the essence of this Agreement.

29. Entire Agreement

There are no representations, warranties, covenants, agreements or acknowledgements by Lender affecting the Financed Amount, the Obligations, the Accrued Liability, this Agreement or the Collateral, other than expressed in this Agreement or expressed in the other documents, instruments or security delivered in connection herewith. No amendment, restatement, supplement or other modification to this Agreement will be valid or binding unless set forth in writing and duly executed by each of the parties hereto.

30. Severability

Any term, condition or provision of this Agreement which is deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severed herefrom and ineffective to the extent of such invalidity, prohibition or unenforceability, without in any way invalidating the balance hereof.

31. No Merger in Judgment

The taking of any judgment by Lender under this Agreement shall not operate as a merger or novation of any term or condition hereof or of any Obligation.

32. Further Assurances and Power of Attorney

32.1 Client and Lender each shall do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lender to have the full benefit of all rights and remedies intended to be reserved or created hereby and to better assure, register and perfect the Liens granted or taken in relation to the Collateral or any part of the Collateral. Lender is hereby appointed Client's lawful attorney to complete and/or correct any information on the face hereof or in any Schedule hereto.

32.2 Each power of attorney granted in this Agreement is granted with full power of substitution, is irrevocable, is coupled with an interest, shall survive termination of this Agreement and may be exercised during any subsequent legal incapacity of Client or Lender.

33. **Currency**

If any amount payable pursuant to this Agreement needs to be converted from one currency to another, including for purposes of determining the amount of the Financed Amount or any instalment, such conversion shall be made by Lender on the relevant date at the Conversion Rate and Lender will notify Client of the amount so converted. If, for the purposes of obtaining or enforcing judgment in any court in any jurisdiction, it becomes necessary to convert into the currency of the jurisdiction giving such judgment (the "Judgment Currency") an amount due under this Agreement in a different currency (the "Agreed Currency"), then the date on which the rate of exchange for conversion is selected by the court is referred to herein as the "Conversion Date". If there is a change in the rate of exchange between the Judgment Currency and the Agreed Currency between the Conversion Date and the actual receipt by the Lender or any receiver or receiver-manager of the amount due hereunder or under any such judgment, Client will, notwithstanding any such judgment, pay all such additional amounts as may be necessary to ensure that the amount received by Lender or receiver or receiver-manager in the Judgment Currency, when converted in accordance with this Agreement is the amount due in the Agreed Currency based on the rate of exchange prevailing on the date of receipt. The Client's liability hereunder constitutes a separate and independent liability which shall not merge with any judgment or any partial payment or enforcement of payment of sums due under this Agreement.

34. **Survival**

Notwithstanding any other Section, any accrued Obligations, the Obligations of Client under Sections 3.2, 5.2, 9.4, 10, 14, 15, 16, 17, 22, 25, 27, 33 and 40 and all rights of Lender hereunder, whether accrued or not, shall survive the termination or expiration of this Agreement and the payment of the Accrued Liability and all other amounts payable hereunder.

35. **Section Headings**

Section headings in this Agreement are for convenience of reference only and do not affect the interpretation or construction hereof.

36. **Assignment**

36.1 Client shall not assign this Agreement or any Obligations or rights hereunder without the prior written consent of Lender, and such consent may be withheld by Lender in its sole and unfettered discretion. No action aforesaid by Client shall relieve Client of any of its Obligations.

36.2 Lender may assign or transfer in whole or in part its rights under this Agreement or the Collateral, and/or grant a security interest, mortgage, transfer, charge or assignment in its rights hereunder or in the Collateral and any assignee, transferee or beneficiary of such security interest, mortgage, transfer, charge or assignment ("Assignee") shall be unrestricted in the exercise of such rights. Client shall recognize any such assignment, transfer or grant and shall not assert against any Assignee any Claims or Equities which it may have against Lender respecting this Agreement or the Collateral and waives all Claims and Equities against Assignee's rights to enforce this Agreement based on Lender's alleged failure to perform same or any Supplier's breach of Warranties.

37. **Benefit of the Agreement**

This Agreement shall enure to the benefit of and be binding upon Lender and Client, and each of their respective heirs, executors, administrators, personal representatives, successors and permitted assigns and lessees, including without limitation any successor or assign arising as a result of an amalgamation or other corporate or business reorganization.

38. **Choice of Law**

This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the Province where the address of Client is located as stated on the face of this Agreement.

39. **Language**

The parties hereto have expressly required that this Agreement and all documents, agreements and notices related thereto be drafted in the English language. Les parties aux présentes ont expressément exigé que le présent contrat et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

40. **Joint and Several Liability**

40.1 If more than one person executes this Agreement as Client their obligations hereunder shall be joint and several and, where the context so admits, each reference in this Agreement to "Client" shall include reference to any one or more or all such persons and the acts or omissions of and such persons shall bind all of them.

40.2 Each Client hereby: (i) expressly acknowledges and confirms its joint and several liability under this Agreement, and that each of them receives benefit and consideration from the financial accommodation provided herein by the Lender (ii) irrevocably and unconditionally accepts, not merely as a surety but as a co-debtor, joint and several liability with the other Client(s) with respect to the payment and performance of all of the Obligations under this Agreement; (iii) acknowledges that any notice

delivered to a Client at the address set out in this Agreement shall be deemed to have been received by each Client concurrently; (iv) until the final unconditional payment and performance in full of all of the Obligations under this Lease: (a) no Client shall exercise by way of subrogation, reimbursement or otherwise any rights such Client may have against another Client or any guarantor of such obligations arising as a result of amounts paid hereunder; (b) no Client shall threaten, make or advance any claim in competition with the Lender in respect of any payment hereunder in any bankruptcy, insolvency or reorganization case or proceedings of any nature; and (c) no Client shall claim any setoff, recoupment or counterclaim against another Client or any guarantor in respect of any liability of another Client or such guarantor, and (v) the Lender's rights hereunder may be enforced from time to time against any Client without requirement on the part of the Lender first to marshal any of its Claims or to exercise any of its rights against any other Client or to exhaust any remedies available to it against any other Client or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy.

41. **Receipt of Agreement**

Client acknowledges receipt of an executed copy of this Agreement.

42. **Information**

Client hereby consents and authorizes Lender and its Affiliates, agents, nominees, contractors and representatives, at any time, (a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors, partners, regulators and other persons) any credit, financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and payment history, with respect to Client ("Information"), as Lender deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; (b) to respond to inquiries from, and exchange any Information with, third parties concerning Client's credit rating, financial capacity and payment history; (c) to provide Information to persons to whom Lender considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and (d) to provide to any person copies of this Agreement. If an individual, Client (i) acknowledges receipt of a copy of the Lender Customer Privacy Policy; (ii) hereby confirms that he/she understands the reasons for the collection, use and disclosure of his/her personal information and (iii) consents to the collection, use and disclosure of his/her personal information as indicated in the Lender Customer Privacy Policy, as amended from time to time. Client further specifically acknowledges that Lender may assign this Agreement, in whole or in part, from time to time, and that he/she expressly agrees and consents that any personal information collected may be disclosed to and used by any such proposed assignee, participant or other third party. This consent is in addition to and does not replace any consent previously given.

43. **Counterparts/Electronic Documents or Signatures**

This Agreement may be executed in counterparts. The counterpart that has Lender's original signature and/or is in Lender's possession will constitute the single true original agreement for all purposes. Client may execute and/or transmit this Agreement manually, by facsimile or other electronic or digital means. If Client signs and transmits this Agreement by facsimile or other electronic transmission, that copy, upon execution by Lender (either manually or electronically), shall be binding on the parties. Client agrees to deliver to Lender upon request the counterpart to this Agreement containing Client's manual signature.

Letter of Economic Terms

Wells Fargo Equipment Finance Company

WELLS
FARGO

Date: October 16, 2020

Cutting Edge Precision Services ULC

3230 Moynaham St.
Oldcastle, ON NOR 1L0

Attention: **Sean O'Neil**

RE: Interim Funding Agreement between **Cutting Edge Precision Services ULC** ("Client") and **Wells Fargo Equipment Finance Company** ("Lender") dated **February 5, 2020** (the "Agreement").

Dear **Sir**,

The final progress payment will be disbursed imminently and we want to close out the Agreement and proceed with the Equipment Loan and Security Agreement No. **060-1980564-001** dated **February 5, 2020** (the "Loan Agreement"). As per the Agreement, we confirm that all equipment listed in the equipment list attached hereto has been delivered. The present letter is to be signed and returned within 5 days of reception.

Whereas the Client entered into the Loan Agreement, which contained economic terms yet to be determined, the parties agree that such terms are hereby completed as follows and are effective as of the date hereof:

- Financed Amount: **\$ 398,469.14 USD.**

The Financed Amount provided in this Agreement was made up of \$ 383,525.00 USD and \$ 20,732.00 CDN. For the purpose hereof, the Canadian amount was however converted to 14,944.14 USD at an exchange rate of 1.3873.

- Financing Rate: **Fixed rate of 3.78 %**

- Instalments: **\$ 7,298.87 USD**

For the purposes of calculating the Financed Amount herein, SWAP Rate is defined as follows:

INTEREST RATE (US SWAP)

The Financed Amount will bear interest at an annual rate equal to 350 basis points above the ask rate for a 3 year US dollar fixed interest rate swap as published by Thomson Reuters, Bloomberg (or its respective successors or assigns) or another reputable source selected by Lender on the Friday preceding the day Lender calculates the applicable amount. This rate shall remain fixed for the entire term of this Agreement.

For indication purposes only, the applicable 3 year swap rate today is 0.280% per annum, plus 350 bps, resulting in a fixed interest rate of 3.780% per annum. The Instalments and the Financing Rate on the signature page of this Agreement are for indication purposes only.

Any capitalized terms not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Except for the above amendments, all of the terms and conditions of the transaction documents remain unchanged.

IN WITNESS WHEREOF, please acknowledge your acceptance of the to us the attached copy of this letter at your earliest convenience

economic terms of the Loan Agreement by signing and returning

Acknowledgement:

Client : **Cutting Edge Precision Services ULC**

Sean O'Neil

By

President

Title

Lender: **Wells Fargo Equipment Finance Company**

By

Title



EQUIPMENT DESCRIPTION

CONTRACT #060-1980564-001

This Equipment Description addendum is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 060-1980564-001 executed at Oldcastle, in the province of Ontario, this February 5, 2020. This following equipment description supercedes all others.

One (1) 201 Atlas Copco GA15FF (20 HP) Rotary Screw Air Compressor , GA15FF, SN: API333490 c w all attachments and accessories.

One (1) 2020 Quaser U500 Vertical 5 -Axis Machining Center with Heidenhain TNC640 Control , SN: 315C200027 c w all attachments and accessories.

One (1) 2020 Erowa Robot Compact 0 Interfaced to 2 Quaser U500 Machines including modified tables with integrate d chucks , SN: ERC 0.4310 c w all attachment and accessories .

CUTTING EDGE Precision Services ULC

WELLS FARGO EQUIPMENT FINANCE COMPANY

By: Sean O'Neil
Name: Sean O'Neil

Title: President

SIGNATURE OF AUTHORIZED OFFICERS

By: _____
Name:

Title:

SIGNATURE OF AUTHORIZED OFFICERS

***THIS IS EXHIBIT "E" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.



TD Bank Group
General Security Agreement

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

Branch of the Bank: TRANSIT #3880, 156 OUELLETTE AVENUE, WINDSOR, ONTARIO, N9A 1A4

Granted By: CUTTING-EDGE TECHNOLOGIES LTD

(the "Grantor")

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

I. Security Interest

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

- (a) **Intangibles.** All intangible property not otherwise described in this Section I, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

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

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

2. Obligations Secured

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

3. Definitions

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

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

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

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

"Control Agreement" means:

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

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

4. Representations & Warranties

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

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

- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

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

6. Survival of Representations and Warranties and Covenants

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

7. Performance of Covenants by The Bank

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Securities, Investment Property

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

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

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

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

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

9. Dealing with Security Interest

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

10. Deposits and Credit Balances

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

11. Events of Default

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

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

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

12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law, will have the rights and remedies set out below, which may be enforced successively or concurrently:
 - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
 - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
 - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
 - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
 - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
 - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
 - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
 - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
 - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
 - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
 - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- (f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

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

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

13. Environmental License and Indemnity

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

14. Miscellaneous


- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

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

IN WITNESS WHEREOF the Grantor has executed this Agreement this _____ day of January, 2015.

CUTTING-EDGE TECHNOLOGIES LTD

Per: 
(authorized signature) Mark A. Rusch, Vice-President
I have authority to bind the corporation

Per: _____
(authorized signature)

Signature: _____
Name: _____
3230 MOYNAHAN STREET, WINDSOR, ONTARIO, N0R 1L0

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Witness as to execution

SCHEDULE "A"
DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
----------	-------------	---------------

LOCATION OF COLLATERAL

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

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

- (a) The Director ^{or} ~~and~~ the Vice-President are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialed by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of CUTTING-EDGE TECHNOLOGIES LTD on the 30th day of January, 2015 and that the said Resolution is now in full force and effect.


Secretary Mark A. Rusch C/S

***THIS IS EXHIBIT "F" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.



This Guarantee is made as of January 30, 2015.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of CUTTING-EDGE TECHNOLOGIES LTD and/or CUTTING EDGE PRECISION SERVICES LTD. (the "Customer");

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

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

1. Obligations Guaranteed

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

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

3. Indemnity/Primary Obligation

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

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

4. Nature of Guarantor's Liability

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

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

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constituting documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

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

6. Demand for Payment

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

7. Interest

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

8. State of Account

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

9. Application of Moneys Received

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

10. No Set-off or Counterclaim

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

11. Exhausting Recourse

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

12. No Representations

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

13. Postponement and Assignment

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

14. Subrogation

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

15. Bankruptcy of Customer

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

16. Costs and Expenses

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

17. Other Guarantees and Security

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

18. Amendment and Waivers

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

19. Discharge

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

20. General

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

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

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

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

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

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


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

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

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

IN WITNESS WHEREOF, each Guarantor has executed this Guarantee as of the date first written above.

PROPER WINDSOR HOLDINGS, ULC

Per: 
(authorized signature) Mark A. Rusch, Vice-President
I have authority to bind the corporation

Per: _____
(authorized signature)

Signature: _____
Name: _____
Signature: _____
Name: _____
Signature: _____
Name: _____
Signature: _____
Name: _____
Signature: _____
Name: _____
Signature: _____
Name: _____
Signature: _____
Name: _____
Signature: _____
Name: _____

Witness as to execution

**CERTIFIED COPY OF RESOLUTIONS
OF
PROPER WINDSOR HOLDINGS ULC**

The undersigned, Mark A. Rusch, being the duly appointed Secretary of Proper Windsor Holdings ULC (the "Corporation") hereby certifies on behalf of the Corporation and not in his personal capacity, that annexed hereto is a true and complete copy of Resolutions approving all Documents, which resolutions are in full force and effect, unamended, on the date hereof.

DATED the 30th day of January, 2015.



Mark A. Rusch - Secretary



This **Guarantee** is made as of the 25 day of October, 2016.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of CUTTING EDGE PRECISION SERVICES ULC (the "Customer");

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

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

1. Obligations Guaranteed

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

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

3. Indemnity/Primary Obligation

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

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

4. Nature of Guarantor's Liability

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

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

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

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

6. Demand for Payment

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

7. Interest

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

8. State of Account

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

9. Application of Moneys Received

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

10. No Set-off or Counterclaim

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

11. Exhausting Recourse

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

12. No Representations

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

13. Postponement and Assignment

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

14. Subrogation

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

15. Bankruptcy of Customer

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

16. Costs and Expenses

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

17. Other Guarantees and Security

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

18. Amendment and Waivers

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

19. Discharge

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

20. General

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

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

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

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

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

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

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

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

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

SGM REAL ESTATE HOLDINGS ULC

Per: 
(authorized signature) Sean O'Neil - Vice-President

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____



I HEREBY CERTIFY THAT:

1. _____
the guarantor in the guarantee dated _____
made between

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

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

CERTIFIED by _____

Barrister and Solicitor at the

_____ of _____
in the Province of Alberta, this _____ day of _____, 20__.

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor



ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. _____ of _____ in the province of _____, the guarantor in the guarantee dated _____ made between The Toronto-Dominion Bank and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;
3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ day of _____, 20____, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN
AND FOR _____

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor

***THIS IS EXHIBIT "G" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.



TD Bank Group
General Security Agreement

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

Branch of the Bank: TRANSIT #3880, 156 OUELLETTE AVENUE, WINDSOR, ONTARIO, N9A 1A4

Granted By: PROPER WINDSOR HOLDINGS, ULC

(the "Grantor")

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

I. Security Interest

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

- (a) **Intangibles.** All intangible property not otherwise described in this Section I, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

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

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

2. Obligations Secured

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

3. Definitions

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

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

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

"Control Agreement" means:

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

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

4. Representations & Warranties

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

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

- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

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

6. **Survival of Representations and Warranties and Covenants**

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

7. **Performance of Covenants by The Bank**

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. **Securities, Investment Property**

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

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

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

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

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

9. **Dealing with Security Interest**

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

10. Deposits and Credit Balances

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

11. Events of Default

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

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

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

12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law, will have the rights and remedies set out below, which may be enforced successively or concurrently:
 - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
 - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
 - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
 - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
 - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
 - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
 - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
 - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
 - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
 - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
 - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- (f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

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

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

13. Environmental License and Indemnity

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

14. Miscellaneous


- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

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

IN WITNESS WHEREOF the Grantor has executed this Agreement this 30 day of January, 2015.

PROPER WINDSOR HOLDINGS, ULC

Per: 
(authorized signature) Mark A. Rusch, Vice-President
I have authority to bind the Corporation

Per: _____
(authorized signature)

Signature: _____
Name: _____
3230 MOYNAHAN STREET, WINDSOR, ONTARIO, N0R 1L0

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Witness as to execution

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
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LOCATION OF COLLATERAL

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

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

- (a) The Director ^{or} ~~and~~ the Vice-President are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialed by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of PROPER WINDSOR HOLDINGS, ULC on the 30th day of January, 2015 and that the said Resolution is now in full force and effect.


Secretary - Mark A. Rusch C/S



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

Branch of the Bank: Branch #3880, 156 Ouellette Avenue, Windsor, Ontario N9A 1A4

Granted By: SGM REAL ESTATE HOLDINGS ULC

(the "Grantor")

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

1. Security Interest

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

- (a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

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

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

2. Obligations Secured

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

3. Definitions

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

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

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

"Control Agreement" means:

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

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

4. Representations & Warranties

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

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

- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (c) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

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

6. **Survival of Representations and Warranties and Covenants**

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

7. **Performance of Covenants by The Bank**

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. **Securities, Investment Property**

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

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

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

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

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

9. **Dealing with Security Interest**

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

10. Deposits and Credit Balances

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

11. Events of Default

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

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

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

12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:
 - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
 - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
 - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
 - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
 - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
 - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
 - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
 - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
 - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
 - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
 - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- (f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

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

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

13. Environmental License and Indemnity

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

14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this _____ day of October 2016

SGM REAL ESTATE HOLDINGS ULC

Per: 
(authorized signature) Sean O'Neil

Per: _____
(authorized signature)

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Signature: _____
Name: _____
[Address of Grantor]

Witness as to execution

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY

DESCRIPTION

SERIAL NUMBER

LOCATION OF COLLATERAL

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

3230 Moynahan St., Oldcastle, ON

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

***THIS IS EXHIBIT "H" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

Properties

PIN 75234 - 0119 LT *Interest/Estate* Fee Simple
Description PT LT 12 CON 7 SANDWICH EAST PT 1 & 2 12R3585; S/T R694390; TECUMSEH
Address 3230 MOYNAHAN ST
 TECUMSEH

Chargor(s)

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

Name SGM REAL ESTATE HOLDINGS ULC
Address for Service 2800 PARK PLACE, 666 BARRARD
 STREET
 VANCOUVER, BC V6C 2Z7

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

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

Chargee(s)*Capacity**Share*

Name THE TORONTO-DOMINION BANK
Address for Service 3140 DUFFERIN STREET
 TORONTO, ON M6A 2T1

Provisions

Principal \$2,500,000.00 *Currency* CDN
Calculation Period see Schedule
Balance Due Date On Demand
Interest Rate see Schedule
Payments
Interest Adjustment Date
Payment Date On Demand
First Payment Date
Last Payment Date
Standard Charge Terms 8520
Insurance Amount See standard charge terms
Guarantor

Additional Provisions

SCHEDULE:

The Chargor hereby agrees to pay interest on the Principal Amount at the following Interest Rate: the Bank's Prime Rate plus 5.0 % per annum. "Prime Rate" means the rate of interest per annum established and reported by the Bank to the Bank of Canada from time to time as a reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

Interest at the Interest Rate aforesaid is calculated and payable monthly, not in advance, before and after demand, default and judgment. Interest is payable on overdue interest and on Indebtedness payable under this Charge at the aforesaid Interest Rate. Any payment appropriated as a permanent reduction of this Charge shall be first applied against interest accrued hereunder.

Signed By

Lynn Yves Lee 5000 Yonge Street, 10th Floor acting for Signed 2022 09 01
 Toronto Chargor(s)
 M2N 7E9

Tel 416-222-8888

Fax 416-218-1860

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

Submitted By

CHAITONS LLP	5000 Yonge Street, 10th Floor Toronto M2N 7E9	2022 09 01
Tel	416-222-8888	
Fax	416-218-1860	

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$66.30
<i>Total Paid</i>	\$66.30

***THIS IS EXHIBIT "I" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

Properties

PIN 75234 - 0119 LT
Description PT LT 12 CON 7 SANDWICH EAST PT 1 & 2 12R3585; S/T R694390; TECUMSEH
Address 3230 MOYNAHAN ST
 TECUMSEH

Applicant(s)

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

Name SGM REAL ESTATE HOLDINGS ULC
Address for Service 2800 PARK PLACE, 666 BARRARD
 STREET
 VANCOUVER, BC V6C 2Z7

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

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

Party To(s)*Capacity**Share*

Name THE TORONTO-DOMINION BANK
Address for Service 3140 DUFFERIN STREET
 TORONTO, ON M6A 2T1

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, CE1099384 registered on 2022/09/01 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Lynn Yves Lee 5000 Yonge Street, 10th Floor acting for Signed 2022 09 01
 Toronto Applicant(s)
 M2N 7E9

Tel 416-222-8888

Fax 416-218-1860

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

Lynn Yves Lee 5000 Yonge Street, 10th Floor acting for Signed 2022 09 01
 Toronto Party To(s)
 M2N 7E9

Tel 416-222-8888

Fax 416-218-1860

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

Submitted By

CHAITONS LLP 5000 Yonge Street, 10th Floor 2022 09 01
 Toronto
 M2N 7E9

Tel 416-222-8888

Fax 416-218-1860

Fees/Taxes/Payment

Statutory Registration Fee \$66.30

Total Paid \$66.30



GENERAL ASSIGNMENT OF RENTS

BETWEEN: SGM REAL ESTATE HOLDINGS ULC

(Hereinafter called the "Assignor")

OF THE FIRST PART

- and -

THE TORONTO-DOMINION BANK

(Hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS the Assignee is advancing funds to the Assignor upon the security of a mortgage dated the 1st day of September, 2022, (the "Mortgage"), which Mortgage secures the principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), made by the Assignor in favour of the Assignee and covering the lands and premises described in Schedule "A" attached hereto, (which lands and all buildings at any time situate thereon during the existence of the Mortgage are hereinafter referred to as the "Mortgaged Premises");

AND WHEREAS as a condition precedent to the making of the Mortgage and the advancing of the moneys thereby secured to the Assignor, it was agreed between the parties hereto that subject to the terms and conditions hereinafter set forth the Assignor would assign to the Assignee by way of additional security all Rents now due or accruing due or at any time hereafter to become due under all leases, present and future, at any time made during the existence of the Mortgage in respect of the Mortgaged Premises or any part thereof;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the said loan being made by the Assignee to the Assignor, the parties hereto mutually covenant, declare and agree as follows:

1. The Assignor hereby assigns to the Assignee and its successors and assigns, as security for the principal, interest and other amounts secured by the Mortgage, and until the moneys due under and by virtue of the Mortgage have been fully paid and satisfied, all Rents and other moneys now due and payable or hereafter to become due and payable from the Mortgaged Premises and the benefit of all covenants of tenants, subtenants, occupier, licensee, indemnitors and guarantors and assignees ("the Rents");
 - (a) under every existing and future lease or sublease, and agreement to lease or sublease, of the whole or any portion of the Mortgaged Premises;
 - (b) in respect of every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Mortgaged Premises, whether or not pursuant to any written lease, agreement or licence;
 - (c) under every existing and future indemnity or guarantee of all or any of the obligations of any existing or future tenant, subtenant, occupier, licensee, indemnitor or guarantor (collectively the "Tenant") of the whole or any portion of the Mortgaged Premises;
 - (d) under every existing and future assignment and agreement to assume the obligations of Tenants of the whole or any portion of the Mortgaged Premises;

with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignor or the owner from time to time of the Mortgaged Premises.

2. For purposes of this Agreement, "Leases" shall mean any and all of the agreements, leases, subleases, agreements to lease or sublease, tenancies, agreements as to use or occupation, licenses, indemnities, guarantees, assignments and agreements to assume of the kind identified in Section 1.
3. The Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases, unless and until there shall be default made in any payment provided for in the Mortgage or until the breach of any covenant on the part of the Assignor contained in the Mortgage, in which case the Assignee may give notice in writing to the Tenant advising of default. In such event the Assignor hereby irrevocably directs such Tenant to make payment of Rent due after receipt of such notice to the Assignee or as the Assignee may direct, upon being furnished with a true copy of this Assignment and the aforesaid notice in writing, without any further direction or authority being required by such Tenant.
4. Nothing herein contained shall have the effect of making the Assignee or its successors or assigns responsible for the collection of the Rents or any of them, or for the observance or performance of any of the covenants, obligations or conditions under or in respect of the Leases, or any of them, to be observed and performed by the Assignor.
5. The Assignee shall not, by virtue of this agreement, or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the Mortgaged Premises, and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents, or any of them, or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases, or any of them.
6. The Assignee shall be liable to account only for such moneys as shall actually come into its hands, less all costs and expenses and other proper deductions, and such moneys shall be applied on account of any indebtedness of the Assignor to the Assignee.
7. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Agreement and whenever in the future any Lease with respect to the Mortgaged Premises or any part thereof is made, the Assignor will forthwith advise the Assignee of the terms thereof and, if requested by the Assignee, give the Assignee a specific assignment of the Lease and Rents thereunder in the form requested by the Assignee.
8. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Mortgaged Premises except at a Rent, on terms and conditions and to Tenants which are not less favourable or desirable to the Assignor than those which a prudent landlord would expect to receive for the premises to be leased.
9. Whenever any and all default under the Mortgage has been cured, and all taxes and insurance on the Mortgaged Premises have been paid to date, and all moneys which the Assignee or its agents may have expended or become liable for in connection with the Mortgaged Premises have been fully repaid, the Assignor shall resume collection of the Rentals on the Mortgaged Premises until further default has occurred and shall also be entitled to receive any remaining balance of the Rents and revenues realized from the Mortgaged Premises.
10. The Assignor shall not at any time during the existence of the Mortgage assign, create a security interest in, pledge, hypothecate or otherwise encumber any Lease now or hereafter existing in respect of the Mortgaged Premises or the Rents and revenues due or to become due thereunder, or any part thereof, other than to the Assignee.
11. The Assignor shall reimburse, indemnify and hold harmless the Assignee for and from any and all expenses, losses, damages and liabilities which the Assignee may reasonably incur by reason of this Agreement and the exercise by or on behalf of the Assignee of any rights under this Agreement.
12. The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights and remedies to which the Assignee may be entitled under the Mortgage or at law, and the taking of this additional security shall in no way lessen, hinder or prejudice such rights or remedies.
13. It is understood and agreed that a full and complete discharge of the Mortgage shall operate as a full and complete release of the Assignee's rights and interest hereunder and that when the Mortgage has been fully discharged this instrument shall be of no further effect.

14. Upon default under the Mortgage, the Assignor hereby nominates, constitutes and appoints the Assignee to be the true and lawful attorney of the Assignor for and in the name of the Assignor, with full power of substitution, to demand, collect, sue for and enforce payment of all Rents, and to enforce observance by the Tenants of their covenants, conditions, provisos, stipulations and agreements contained in the Leases, and for the purposes aforesaid, or any of them, the Assignor hereby authorizes the Assignee, its employees and agents, at the Assignee's sole option, upon default as described in the Mortgage and while same is continuing:

(a) to enter upon the Mortgaged Premises (either personally or by its receiver or receiver-manager) and to collect, in the name of the Assignor, or in the name of the Assignee, the Rents accrued but unpaid and in arrears at the date of such default, as well as the Rents thereafter accruing and becoming payable during the period of the continuance of the said or any other default; and to this end, the Assignor further agrees that the Assignor will facilitate in all reasonable ways the Assignee's collection of the Rents and will, upon request by the Assignee, execute a written notice to each Tenant directing the Tenant to pay Rent to the Assignee; and,

(b) to institute such actions at law or in equity or take such proceedings by distress or otherwise as the Assignee, acting reasonably, shall from time to time deem fit or proper, and for the purposes aforesaid, or any of them, to make, sign and execute any and all warrants of distress and other documents or instruments in the name of the Assignor as the Assignee shall deem fit or proper, the cost of all distraints and other expenses to be paid in cash by the Assignor or, at the discretion of the Assignee, to be added to and form part of the monies secured by the Mortgage and to bear interest at the rate therein set forth;

and the Assignor agrees with the Assignee that this power of attorney shall be irrevocable so long as any monies remain owing to the Assignee and secured by the Mortgage.

15. The terms and conditions hereof shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto and shall be in full force and effect upon execution and delivery of the same by the Assignor to the Assignee and without execution and delivery by the Assignee to the Assignor.

IN WITNESS WHEREOF the Assignor has executed this Assignment this 1st day of September, 2022.

SGM REAL ESTATE HOLDINGS ULC

by: Sean O'Neil
Name: Sean O'Neil
Title: Vice-President

by: _____
Name: _____
Titles: _____

I/We have authority to bind the corporation.

[or - if individual]

WITNESS:

Name: _____
Occupation: _____
Address: _____

Name: _____

Name: _____
Occupation: _____
Address: _____

Name: _____

***THIS IS EXHIBIT "J" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(4391)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

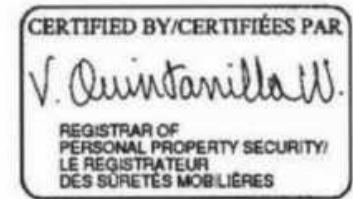
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

ENQUIRY NUMBER 20221004153357.86 CONTAINS 45 PAGE(S), 10 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP - LYNDA CHRISTODOULOU
5000 YONGE STREET, 10TH FLOOR
TORONTO ON M2N 7E9

CONTINUED... 2



(or/6 06/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(4392)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
779868261

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20220124 1628 1902 0244	P PPSA	04

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CUTTING EDGE PRECISION SERVICE ULC

04 ADDRESS 3230 MOYNAHAN ST RR 1 OLDCASTLE ONTARIO CORPORATION NO. ON N0R 1L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.

09 LIEN CLAIMANT ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5K 4M2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X		X			

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL SOFTWARE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS
14 COLLATERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL
15 DESCRIPTION PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

16 REGISTERING ESC CORPORATE SERVICES LTD.

17 AGENT ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(01/1v 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(4393)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
779868261

01 CAUTION FILING PAGE NO. OF PAGES TOTAL REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
002 2 20220124 1628 1902 0244

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE
14 COLLATERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR
15 DESCRIPTION DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(or) 1/1/ 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(4394)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
772788195

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20210525 1734 1590 2845 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CUTTING EDGE PRECISION SERVICES ULC

04 ADDRESS 3230 MOYNAHAN STREET OLDCASTLE ONTARIO CORPORATION NO.
ON N0R 110

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME CUTTING EDGE PRECISION SERVICES ULC

07 ADDRESS 2800 PARK PLACE, 666 BURNARD STREET VANCOUVER BC V6C 2Z7

08 SECURED PARTY / NORTH AMERICAN LIGHTING, INC.

09 LIEN CLAIMANT ADDRESS TOOL MANAGER COST CONTROL, 2275 S. MAIN PARIS IL 61944

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL ANY AND ALL SPECIAL TOOLS, MOLDS, DIES, MACHINERY, FORMS AND OTHER

14 COLLATERAL EQUIPMENT OR TOOL ASSOCIATED WITH PURCHASE ORDERS ISSUED BY THE

15 DESCRIPTION SECURED PARTY TO THE DEBTOR.

16 REGISTERING GARDINER ROBERTS LLP (M. LEE STRATTON)

17 AGENT ADDRESS 3600-22 ADELAIDE STREET WEST TORONTO ON M5H 4E3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(s/1hr 06/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(4395)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
772788195

01 CAUTION PAGING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SCHEDULE NUMBER UNDER PERIOD
002 2 20210525 1734 1590 2845

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS STREET

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ojiv 05/2022)



RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(4396)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767814867

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20201118 1536 6005 8078	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
----------------	---------------	------------------	---------	---------

02				
03	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC		

04	ADDRESS	3230 MOYNAHAN STREET	OLDCASTLE	ONTARIO CORPORATION NO. ON LOR 110
----	---------	----------------------	-----------	---------------------------------------

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
----------------	---------------	------------------	---------	---------

05				
06	BUSINESS NAME			

07	ADDRESS	ONTARIO CORPORATION NO.		
----	---------	-------------------------	--	--

08	SECURED PARTY / LIEN CLAIMANT	CWB NATIONAL LEASING INC.		
----	----------------------------------	---------------------------	--	--

09	ADDRESS	1525 BUFFALO PLACE 3022347	WINNIPEG	MB R3T 1L9
----	---------	----------------------------	----------	------------

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
			X							

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
------------------	-----------	-------	--------

11			
12			

13	GENERAL	ALL INDUSTRIAL EQUIPMENT, 2020 QUASER UX500 VERTICAL 5 AXIS MACHINING
----	---------	---

14	COLLATERAL	CENTER S/N? 315C200028 OF EVERY NATURE OR KIND DESCRIBED IN
----	------------	---

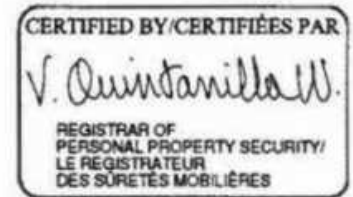
15	DESCRIPTION	AGREEMENT NUMBER 3022347, BETWEEN THE SECURED PARTY AND THE DEBTOR.
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16	REGISTERING AGENT	
----	----------------------	--

17	ADDRESS	
----	---------	--

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7



(en)fr 06/2022

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(4397)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767814867

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20201118 1536 6005 8078		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
---------------	-----------	-------	--------

GENERAL COLLATERAL DESCRIPTION

AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

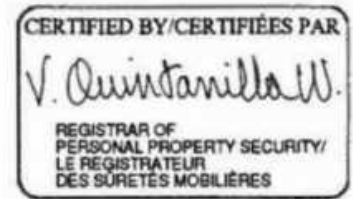
REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

8



(or) 05/2022



RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(4398)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759922938

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	6		20200206 1141 5064 1312	F PPSA	06

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02		CUTTING EDGE PRECISION SERVICES ULC				
03		ADDRESS	3230 MOYNAHAN STREET		OLDCASTLE	ON NOR 110

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05						
06		ADDRESS				

SECURED PARTY / LIEN CLAIMANT	ADDRESS	WELLS FARGO EQUIPMENT FINANCE COMPANY	1290 CENTRAL PARKWAY W. SUITE 1100	MISSISSAUGA	ON	L5C 4R3
08						
09						

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X					

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			
12			

13 GENERAL ONE (1) 2020 ATLAS COPCO GA15+PF (20 HP) ROTARY SCREW AIR COMPRESSOR,
14 COLLATERAL SN- TBD C/W ALL ATTACHMENTS AND ACCESSORIES. ONE (1) 2020 QUASER
15 DESCRIPTION UX500C/20C 5 AXIS VERTICAL MACHINING CENTER WITH HEIDENHAIN TNC640

REGISTERING AGENT	ADDRESS	SECUREFACT TRANSACTION SERVICES, INC.	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4
16						
17						

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(s/11v 06/2022)



RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : P58R060
PAGE : 9
(4399)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759922938

00

CAUTION FILING	PAGE NO.	PAGE OF PAGES	TOTAL	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	002	6			20200206 1141 5064 1312		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------	-------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL CONTROL, SN- TBD C/W ALL ATTACHMENTS AND ACCESSORIES. ONE (1) 2020

14 COLLATERAL EROMA ROBOT COMPACT 80, SN- TBD C/W ALL ATTACHMENT AND ACCESSORIES.

15 DESCRIPTION THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS,

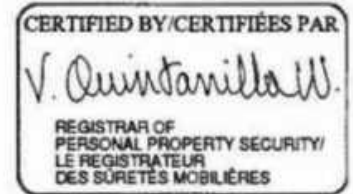
16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

10



(c)1hr 05/2022

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(4400)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
759922938

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 6 20200206 1141 5064 1312

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND
14 COLLATERAL IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY
15 DESCRIPTION OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS

16 REGISTERING
AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(or) 14 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(4401)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759922938

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	6		20200206 1141 5064 1312		

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

MOTOR YEAR MAKE MODEL V.I.N.

VEHICLE

GENERAL COLLATERAL DESCRIPTION THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(s)1tv 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(4402)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759922938

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	005	6		20200206 1141 5064 1312		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

DEBTOR NAME	BUSINESS NAME
-------------	---------------

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

DEBTOR NAME	BUSINESS NAME
-------------	---------------

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT	ADDRESS
-------------------------------	---------

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------	-------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

MOTOR VEHICLES	YEAR MAKE	MODEL	V.I.N.
----------------	-----------	-------	--------

GENERAL COLLATERAL DESCRIPTION

PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

REGISTERING AGENT	ADDRESS
-------------------	---------

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)1v 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(4403)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
759922938

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
006 6 20200206 1141 5064 1312

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL - V.I.N.

12 MOTOR
VEHICLE

13 GENERAL COLLATERAL. (REFERENCE NO. 060-1980564-001) (FOR INTERNAL USE ONLY)

14 COLLATERAL (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)

15 DESCRIPTION

16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en)fr 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(4404)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	001	3	20201016 1333 5064	6233	
21 RECORD REFERENCED	FILE NUMBER	759922938			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC			
25 OTHER CHANGE					
26 REASON/	TO AMEND THE EQUIPMENT DESCRIPTION ON PAGE 1 LINES 13, 14, 15 AND				
27 DESCRIPTION	PAGE 2 LINES 13, 14 ON THE ORIGINAL REGISTRATION.				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05 DEBTOR/					
03/ TRANSFEREE	BUSINESS NAME				
06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29 ASSIGNOR					
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNER					
09	ADDRESS				
COLLATERAL CLASSIFICATION					
CONSUMER		MOTOR VEHICLE		DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
10					
11 MOTOR	YEAR	MAKE	MODEL	V.I.N.	
12 VEHICLE					
13 GENERAL	ONE (1) 2018 ATLAS COPCO GA15+FP (20 HP) ROTARY SCREW AIR				
14 COLLATERAL	COMPRESSOR, GA15+FP, SN API333490 C/W ALL ATTACHMENTS AND				
15 DESCRIPTION	ACCESSORIES. ONE (1) 2020 QUASER UX500 VERTICAL 5-AXIS MACHINING				
16 REGISTERING AGENT OR	SECUREFACT TRANSACTION SERVICES, INC.				
17 SECURED PARTY/	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	MSV 1K4
LIEN CLAIMANT					

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orig) 06/2022

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(4405)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	002	3	20201016 1333 5064 6233			
21	FILE NUMBER	759922938				
RECORDED REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD	
22						
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME				
25	OTHER CHANGE					
26	REASON/ DESCRIPTION					
27						
28						
02/ 05	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/ 06	DEBTOR/ TRANSFEREE	BUSINESS NAME				
04/ 07	ADDRESS					ONTARIO CORPORATION NO.
29	ASSIGNOR					
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS					
10	COLLATERAL CLASSIFICATION					
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
11	MOTOR	YEAR MAKE	MODEL	V.I.N.		
12	VEHICLE					
13	GENERAL	CENTER WITH HEIDENHAIN TNC640 CONTROL, SN 315C200027 C/W ALL				
14	COLLATERAL	ATTACHMENTS AND ACCESSORIES. ONE (1) 2020 BROWA ROBOT COMPACT 80				
15	DESCRIPTION	INTERFACED TO 2 QUASER UX500 MACHINES INCLUDING MODIFIED TABLES				
16	REGISTERING AGENT OR					
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj)hv 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(4406)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	003	3	20201016 1333 5064 6233			
21	RECORD REFERENCED	FILE NUMBER	759922938			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD	
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	
25	OTHER CHANGE REASON/ DESCRIPTION					
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
04/07	ADDRESS					ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS					
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.		
13	GENERAL DESCRIPTION	WITH INTEGRATED CHICKS, SN ERC90.4310 C/W ALL ATTACHMENT AND ACCESSORIES.				
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(or) 06/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(4407)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	001	2	20210708 1558 1902 1985		
21 RECORD REFERENCED	FILE NUMBER	759922938			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED D ASSIGNMENT	RENEWAL YEARS	CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC			
25 OTHER CHANGE					
26 REASON/					
27 DESCRIPTION					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05 DEBTOR/					
03/ TRANSFEREE	BUSINESS NAME				
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29 ASSIGNOR		WELLS FARGO EQUIPMENT FINANCE COMPANY			
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK			
09	ADDRESS	400-5045 SOUTH SERVICE ROAD	BURLINGTON	ON	L7L 5Y7
10 COLLATERAL CLASSIFICATION					
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
11 MOTOR	YEAR	MAKE	MODEL	V-I-N.	
12 VEHICLE					
13 GENERAL					
14 COLLATERAL					
15 DESCRIPTION					
16 REGISTERING AGENT OR		SECUREFACT TRANSACTION SERVICES, INC.			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET W, SUITE 400	TORONTO	ON	M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(or) 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
INQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(4408)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	2		20210708 1558 1902 1985	
21	RECORD REFERENCED	FILE NUMBER	759922938		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR	WELLS FARGO EQUIPMENT FINANCE COMPANY			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	THE TORONTO-DOMINION BANK			
09	ADDRESS	400-5045 SOUTH SERVICE ROAD	BURLINGTON	ON	L7L 5Y7
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	AMOUNT	
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR				
16	SECURED PARTY/	ADDRESS			
17	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

19

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(pr2v 06/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(4409)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
718351695

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20160706 1327 1590 2169 P PPSA 24

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CUTTING EDGE PRECISION SERVICES ULC

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE ONTARIO CORPORATION NO. ON N0R 1L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME CUTTING EDGE PRECISION SERVICES ULC

07 ADDRESS 2800 PARK PLACE, 666 BURNARD STREET VANCOUVER BC V6C 2Z7

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA

09 LIEN CLAIMANT ADDRESS 2485 OUELLETTE AVENUE, SUITE 200 WINDSOR ON N8X 1L5

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP (RPL/31027)

17 AGENT ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(01/10/06/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(4410)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
708434532

CAUTION FILING	PAGE NO. OF PAGES	TOTAL	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20150728 1012 1462 5928	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02				
03	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC		

04	ADDRESS	3230 MOYNAHAN STREET		TECUMSEH
----	---------	----------------------	--	----------

ONTARIO CORPORATION NO.
ON N0R1L0

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05				
06	BUSINESS NAME			

07	ADDRESS			
----	---------	--	--	--

ONTARIO CORPORATION NO.
[REDACTED]

08	SECURED PARTY / LIEN CLAIMANT	TD EQUIPMENT FINANCE CANADA INC.		
----	-------------------------------	----------------------------------	--	--

09	ADDRESS	2020 WINSTON PARK DRIVE, SUITE 301		OAKVILLE
----	---------	------------------------------------	--	----------

ON L6H6X7

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
			X			X			

MOTOR VEHICLE	YEAR MAKE	MODEL	V-I.N.
---------------	-----------	-------	--------

11			
12			

13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		

16	REGISTERING AGENT	TD EQUIPMENT FINANCE CANADA INC.		
----	-------------------	----------------------------------	--	--

17	ADDRESS	2020 WINSTON PARK DRIVE, SUITE 301		OAKVILLE
----	---------	------------------------------------	--	----------

ON L6H6X7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(01/10/05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(4411)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED			
		PAGES SCHEDULE	NUMBER	UNDER	
01	01	001	20150904 1407 1462 8627		
21	RECORD FILE NUMBER	708434532			
	REFERENCED				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	2	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
03/					
06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
10					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	TD EQUIPMENT FINANCE CANADA INC.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2020 WINSTON PARK DRIVE, SUITE 301	OAKVILLE	ON L6H6X7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(s)27r 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(4412)

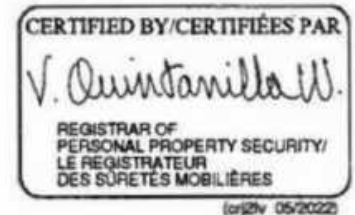
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED PAGES SCHEDULE NUMBER UNDER			
01	01	002	20160212	1404	1462 3670
21	RECORD FILE NUMBER	708434532			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			D ASSIGNMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	TD EQUIPMENT FINANCE CANADA INC.			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	THE TORONTO-DOMINION BANK			
09	ADDRESS	2020 WINSTON PARK DR STE 301	OAKVILLE	ON	L6H6X7
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	TD EQUIPMENT FINANCE CANADA INC.			
17	SECURED PARTY/	ADDRESS	2020 WINSTON PARK DR STE 301	OAKVILLE	ON L6H6X7
	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23



RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(4413)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	02	002	20160212 1404 1462 3670		
21 RECORD REFERENCED	FILE NUMBER	708434532			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED D ASSIGNMENT	RENEWAL YEARS	CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME				
25 OTHER CHANGE					
26 REASON/					
27 DESCRIPTION					
28					
02/ DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05 TRANSFEREE	BUSINESS NAME				
03/					
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29 ASSIGNOR					
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS	TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO DOMINION BANK			
		2020 WINSTON PARK DR STE 301	OAKVILLE	ON	L6H6X7
10 COLLATERAL CLASSIFICATION					
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
11 MOTOR	YEAR	MAKE	MODEL	V.I.N.	
12 VEHICLE					
13 GENERAL					
14 COLLATERAL					
15 DESCRIPTION					
16 REGISTERING AGENT OR		TD EQUIPMENT FINANCE CANADA INC.			
17 SECURED PARTY/	ADDRESS	2020 WINSTON PARK DR STE 301	OAKVILLE	ON	L6H6X7
LIEN CLAIMANT					

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(012/05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(4414)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
703258317

01 CAUTION FILING PAGE NO. OF PAGES TOTAL REGISTRATION NUMBER REGISTERED UNDER PERIOD
001 1 20150128 1344 1590 8660 P PPSA 25

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CUTTING-EDGE TECHNOLOGIES LTD.

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE ONTARIO CORPORATION NO. ON N0R 1L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA

09 LIEN CLAIMANT ADDRESS 2485 OUELLETTE AVENUE, SUITE 200 WINDSOR ON N8X 1L5

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL LOAN NO. 084694-01

14 COLLATERAL DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP(RPL/GP - 30844)

17 AGENT ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(or) 1hr 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 25
(4415)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	01	001	20150128 1452 1590 8691		
21	RECORD FILE NUMBER	703258317			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	1	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING-EDGE TECHNOLOGIES LTD.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
10					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	KIRWIN PARTNERS LLP(RPL/GP - 30844)			
17	SECURED PARTY/	ADDRESS	423 PELISSIER STREET	WINDSOR	ON N9A 4L2
	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE RÉGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(or) 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 26
(4416)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	001	1	20150206 1531 1590 9457		
21 RECORD REFERENCED	FILE NUMBER	703258317			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING-EDGE TECHNOLOGIES LTD.			
25 OTHER CHANGE					
26 REASON/ DESCRIPTION	EFFECTIVE FEBRUARY 5, 2015, CUTTING-EDGE TECHNOLOGIES LTD. CONTINUED UNDER THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA) INTO BRITISH COLUMBIA UNDER THE NAME CUTTING EDGE PRECISION SERVICES LTD.				
02/05 DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/06	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES LTD.			
04/07	ADDRESS	3230 MOYNAHAN ST.	OLDCASTLE	ONTARIO CORPORATION NO.	ON N9R 1L0
29 ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
10	YEAR	MAKE	MODEL	V.I.N.	
11 MOTOR VEHICLE GENERAL					
14 COLLATERAL DESCRIPTION					
16 REGISTERING AGENT OR	KIRWIN PARTNERS LLP(RPL/GP-30845)				
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	423 PELISSIER STREET	WINDSOR	ON	N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en) 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 27
(4417)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20150206 1531 1590 9458	
21	RECORD FILE NUMBER	703258317			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
		X			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES LTD.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	EFFECTIVE FEBRUARY 5, 2015, CUTTING EDGE PRECISION SERVICES LTD. CONVERTED TO A BRITISH COLUMBIA ULC UNDER THE NAME CUTTING EDGE PRECISION SERVICES ULC.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
03/			ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09		ADDRESS			
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
10					
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL				
13	COLLATERAL DESCRIPTION				
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	KIRWIN PARTNERS LLP(RPL/GP-30845)	423 PELISSIER STREET	WINDSOR	ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(org) 05/2022

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 28
(4418)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20150206 1541 1590 9466	
21	RECORD FILE NUMBER	703258317		
	REFERENCED			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
		X	A AMENDMENT	YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES LTD.	
25	OTHER CHANGE			
26	REASON/	EFFECTIVE FEBRUARY 5, 2015, CUTTING EDGE PRECISION SERVICES LTD.		
27	DESCRIPTION	CONVERTED TO A BRITISH COLUMBIA ULC UNDER THE NAME CUTTING EDGE		
28		PRECISION SERVICES ULC.		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC	
06				
04/07	ADDRESS	3230 MOYNAHAN ST.	OLDCASTLE	ONTARIO CORPORATION NO. ON N9R 11.0
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY & EQUIPMENT	AMOUNT	MATURITY OR MATURITY DATE
10		ACCOUNTS OTHER		
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	KIRWIN PARTNERS LLP(RPL/GP-30845)		
17	SECURED PARTY/	ADDRESS	423 PELISSIER STREET	WINDSOR ON N9A 4L2
	LIEN CLAIMANT			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(09/04 06/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(4419)

TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
703259344

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 1 20150128 1346 1590 8663 P PPSA 11

02 DESTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME CUTTING-EDGE TECHNOLOGIES LTD.

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE ONTARIO CORPORATION NO. ON NCR 1L0

05 DESTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA
09 LIEN CLAIMANT

09 ADDRESS 2485 OUELLETTE AVENUE, SUITE 200 WINDSOR ON N8Y 1L5

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INCLUDED Maturity OR Maturity DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL LOAN NO. 084694-02
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP(RPL/GP - 30844)
17 AGENT

17 ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(s/11/ 05/2022)



RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 30
(4420)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20150206 1534 1590 9460	
21	RECORD REFERENCED	FILE NUMBER	703258344		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING-EDGE TECHNOLOGIES LTD.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	EFFECTIVE FEBRUARY 5, 2015, CUTTING-EDGE TECHNOLOGIES LTD. CONTINUED UNDER THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA) INTO BRITISH COLUMBIA UNDER THE NAME CUTTING EDGE PRECISION SERVICES LTD.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05/	DEBTOR/ TRANSFEREE	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES LTD.		
06		ADDRESS	3230 MOYNAHAN ST.	OLDCASTLE	ONTARIO CORPORATION NO. ON N9R 1L0
04/07					
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09		COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR MATURITY DATE	
10		YEAR MAKE	MODEL	V.I.N.	
11	MOTOR VEHICLE GENERAL				
12	COLLATERAL DESCRIPTION				
13	REGISTERING AGENT OR	KIRWIN PARTNERS LLP (RPL/GP-30845)			
14	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	423 PELISSIER STREET	WINDSOR	ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 31

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)21v 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 31
(4421)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER						
01	001	1	20150206 1538 1590 9464							
21	RECORD REFERENCED	FILE NUMBER	703258344							
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD					
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME						
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES LTD.							
25	OTHER CHANGE	REASON/ DESCRIPTION								
26		EFFECTIVE FEBRUARY 5, 2015, CUTTING EDGE PRECISION SERVICES LTD.								
27		CONVERTED TO A BRITISH COLUMBIA ULC UNDER THE NAME CUTTING EDGE								
28		PRECISION SERVICES ULC.								
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC							
06		ADDRESS	3230 MOYNAHAN ST.	OLDCASTLE	ONTARIO CORPORATION NO. ON NOR 1L0					
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08		ADDRESS								
09	COLLATERAL CLASSIFICATION	CONSUMER								
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.					
12	GENERAL									
14	COLLATERAL DESCRIPTION									
16	REGISTERING AGENT OR	KIRWIN PARTNERS LLP(RPL/GP-30845)								
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	423 PELISSIER STREET	WINDSOR	ON	N9A 4L2				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en)2v 06/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 32
(4422)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20160922 1433 2611 0980	
21	RECORD FILE NUMBER	703258344		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 03
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree BUSINESS NAME			
06				
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR MAKE	MODEL	V.I.N.	
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	BDC LEGAL-MP (084694-09)		
17	SECURED PARTY/ ADDRESS	1200-121 KING STREET WEST	TORONTO	ON M5H 3T9
	LIEN CLAIMANT			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2v 05/2022)

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.06

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 33
(4423)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01	001	1		20160923 0854 2611 0984						
21	RECORD REFERENCED	FILE NUMBER	703258344							
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD					
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME						
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC							
25	OTHER CHANGE REASON/ DESCRIPTION	TO ADD ADDITIONAL DEBTOR ADDRESS								
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
03/	TRANSFEREE	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC							
04/07	ADDRESS	2800 PARK PLACE-666 BURNARD STREET	VANCOUVER	ONTARIO CORPORATION NO.	BC V6C 2Z7					
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNER								
08	ADDRESS									
09	COLLATERAL CLASSIFICATION									
10	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V-I-N.					
12	VEHICLE DESCRIPTION									
13	GENERAL									
14	COLLATERAL DESCRIPTION									
15	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	BDC LEGAL-MP (084694-09)	1200-121 KING STREET WEST	TORONTO	ON	M5H 3T9			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(v21v 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 34
(4424)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT *

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE NUMBER UNDER		
01	001	1	20170605 0927 2611	2287
21	RECORD REFERENCED	FILE NUMBER	703258344	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS CORRECT PERIOD
			01	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				
04/07	ADDRESS	ONTARIO CORPORATION NO.		
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10				
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	BUSINESS DEVELOPMENT BANK OF CANADA (SBI-084694-11)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	121 KING STREET WEST, SUITE 1200	TORONTO ON M5H 3T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 35
(4425)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGEE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	001	1	20170901 0917 2611 2763			
21	RECORD FILE NUMBER	703258344				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC			
25	OTHER CHANGE					
26	REASON/ DESCRIPTION	ADD A VEHICLE				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/ TRANSFEREE	BUSINESS NAME				
06						ONTARIO CORPORATION NO.
04/07	ADDRESS					
29	ASSIGNOR					
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS					
10	COLLATERAL CLASSIFICATION					
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
11	MOTOR	YEAR MAKE	MODEL	V.I.N.		
12	VEHICLE	2017 MACK	G0813	1M2AX18C1JM040100		
13	GENERAL					
14	COLLATERAL					
15	DESCRIPTION					
16	REGISTERING AGENT OR	BUSINESS DEVELOPMENT BANK OF CANADA (SBI-084694-11)				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	121 KING STREET WEST, SUITE 1200	TORONTO	ON	M5H 3T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en) 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 36
(4426)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE	NUMBER	UNDER
01	001	1	20181127 1052 2611	4998
21	RECORD FILE NUMBER	703250344		
	REFERENCED			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
			B RENEWAL	YEARS PERIOD
			01	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNER			
08				
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10				
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	BDC LEGAL (RD) 084694-12		
17	SECURED PARTY/	ADDRESS	121 KING STREET WEST, SUITE 1200	TORONTO ON M5H 3T9
	LIEN CLAIMANT			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj2tr 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 37
(4427)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT *

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	01	001	20200817 1733 1590 9731			
21 RECORD REFERENCED	FILE NUMBER	703258344				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 18	CORRECT PERIOD	
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME		
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC				
25 OTHER CHANGE						
26 REASON/						
27 DESCRIPTION						
28						
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05 DEBTOR/						
03/ TRANSFEREE	BUSINESS NAME					
06						
04/07	ADDRESS				ONTARIO CORPORATION NO.	
29 ASSIGNOR						
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
09	ADDRESS					
COLLATERAL CLASSIFICATION						
CONSUMER						
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF AMOUNT MATURITY OR NO FIXED MATURITY DATE
11	YEAR	MAKE	MODEL		V.I.N.	
12 MOTOR						
13 VEHICLE						
14 GENERAL						
15 COLLATERAL						
16 DESCRIPTION						
17 REGISTERING AGENT OR		KIRWIN PARTNERS LLP (31490/RPL/DP)				
SECURED PARTY/	ADDRESS	423 PELISSIER STREET				WINDSOR ON N9A 4L2
LIEN CLAIMANT						

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(e)2v 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 38
(4428)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
703258407

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20150128 1347 1590 8665 P PPSA 11

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CUTTING-EDGE TECHNOLOGIES LTD.

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE ONTARIO CORPORATION NO.
ON N0R 1L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 2485 OUELLETTE AVENUE, SUITE 200 WINDSOR ON N6X 1L5

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL LOAN NO. 084694-03

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP(RPL/GP - 30844)

17 AGENT

ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(01/10/05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 39
(4429)

TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE	NUMBER	UNDER
01	001	1	20150206 1530 1590 9455	
21	RECORD FILE NUMBER	703258407		
	REPEATED			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
		X	A AMENDMENT	YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DESTOR/ TRANSFEROR	BUSINESS NAME	CUTTING-EDGE TECHNOLOGIES LTD.	
25	OTHER CHANGE			
26	REASON/	EFFECTIVE FEBRUARY 5, 2015, CUTTING-EDGE TECHNOLOGIES LTD. CONTINUED		
27	DESCRIPTION	UNDER THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA) INTO BRITISH		
28		COLUMBIA UNDER THE NAME CUTTING EDGE PRECISION SERVICES LTD.		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DESTOR/			
03/	TRANSFEREE	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES LTD.	
04/07	ADDRESS	3230 MOYNAHAN ST.	OLDCASTLE	ONTARIO CORPORATION NO. ON N9R 1L0
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR MAKE	MODEL	V.I.N.	
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	KIRWIN PARTNERS LLP (RPL/GP-30845)		
17	SECURED PARTY/	ADDRESS	423 PELISSIER STREET	WINDSOR ON N9A 4L2
	LIEN CLAIMANT			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(v)2/v 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 40
(4430)

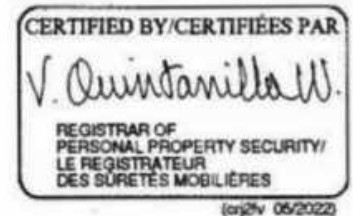
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20150206 1531 1590 9456	
21	RECORD REFERENCED	FILE NUMBER	703258407		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
		X			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES LTD.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	EFFECTIVE FEBRUARY 5, 2015, CUTTING EDGE PRECISION SERVICES LTD. CONVERTED TO A BRITISH COLUMBIA ULC UNDER THE NAME CUTTING EDGE PRECISION SERVICES ULC.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC		
06	ADDRESS	3230 MOYNAHAN ST.	OLDCASTLE	ONTARIO CORPORATION NO.	ON N0R 1L0
04/07					
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
-	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR VEHICLE GENERAL				
12	COLLATERAL DESCRIPTION				
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	KIRWIN PARTNERS LLP(RPL/GP-30845)	423 PELISSIER STREET	WINDSOR	ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 41



RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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REPORT : PSSR060
PAGE : 41
(4431)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
703263636

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20150128 1506 1590 8695 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CUTTING-EDGE TECHNOLOGIES LTD.

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE ONTARIO CORPORATION NO. ON N0R 1L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / THE TORONTO-DOMINION BANK
LYEN CLAIMANT

09 ADDRESS 156 OUELLETTE AVENUE, BRANCH #3880 WINDSOR ON N9A 1A4

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP(RPL/GP - 30845)

17 AGENT ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)1fv 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 42
(4432)

TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLES PAGES	REGISTRATION SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20150206 1353 1590 9436	
21	RECORD FILE NUMBER	703263636			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
		X			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DESTOR/ TRANSFEROR	BUSINESS NAME	CUTTING-EDGE TECHNOLOGIES LTD.		
25	OTHER CHANGE				
26	REASON/	EFFECTIVE FEBRUARY 5, 2015, CUTTING-EDGE TECHNOLOGIES LTD. CONTINUED			
27	DESCRIPTION	UNDER THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA) INTO BRITISH			
28		COLUMBIA UNDER THE NAME CUTTING EDGE PRECISION SERVICES LTD.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DESTOR/				
03/	TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES LTD.		
06					
04/07	ADDRESS	3230 MOYNAHAN ST.	OLDCASTLE	ONTARIO CORPORATION NO.	ON NUR 1L0
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNER				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FILED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	KIRWIN PARTNERS LLP(RPL/GP-30844)			
17	SECURED PARTY/	ADDRESS	423 PELISSIER STREET	WINDSOR	ON N9A 4L2
	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 43

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)2v 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 43
(4433)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	001	1		20150206 1406 1590 9438					
21	RECORD FILE NUMBER	703263636							
22	REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES LTD.						
25	OTHER CHANGE								
26	REASON/	EFFECTIVE FEBRUARY 5, 2015, CUTTING EDGE PRECISION SERVICES LTD.							
27	DESCRIPTION	CONVERTED TO A BRITISH COLUMBIA ULC UNDER THE NAME CUTTING EDGE							
28		PRECISION SERVICES ULC.							
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/								
03/	TRANSFEREE	BUSINESS NAME	CUTTING EDGE PRECISION SERVICES ULC						
06									
04/07	ADDRESS	3230 MOYNAHAN ST.	OLDCASTLE	ONTARIO CORPORATION NO.	ON	NOR 1L0			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08		ADDRESS							
09	COLLATERAL CLASSIFICATION	CONSUMER							
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.				
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	KIRWIN PARTNERS LLP(RPL/GP-30844)							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	423 PELISSIER STREET	WINDSOR	ON	N9A 4L2			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(v21v 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 44
(4434)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	01	001		20191119 1934 1531 1353					
21	RECORD FILE NUMBER	703263636							
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD				
		X	B RENEWAL	5					
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CUTTING-EDGE TECHNOLOGIES LTD						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06									
04/07	ADDRESS								ONTARIO CORPORATION NO.
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
09	ADDRESS								
	COLLATERAL CLASSIFICATION								
	CONSUMER								
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10									
11	MOTOR	YEAR	MAKE	MODEL		V.I.N.			
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3R8			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(s/24 06/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153357.86

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 45
(4435)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CUTTING EDGE PRECISION SERVICES ULC
FILE CURRENCY : 03OCT 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
779868261	20220124 1628 1902 0244			
772788195	20210525 1734 1590 2845			
767814867	20201118 1536 6005 8078			
759922938	20200206 1141 5064 1312	20201016 1333 5064 6233	20210708 1558 1902 1985	
718351695	20160706 1327 1590 2169			
708434532	20150728 1012 1462 5928	20150904 1407 1462 8627	20160212 1404 1462 3670	
703258317	20150128 1344 1590 8660	20150128 1452 1590 8691	20150206 1531 1590 9457	20150206 1531 1590 9458
	20150206 1541 1590 9466			
703258344	20150128 1346 1590 8663	20150206 1534 1590 9460	20150206 1538 1590 9464	20160922 1433 2611 0980
	20160923 0854 2611 0984	20170605 0927 2611 2287	20170901 0917 2611 2763	20181127 1052 2611 4998
	20200817 1733 1590 9731			
703258407	20150128 1347 1590 8665	20150206 1530 1590 9455	20150206 1531 1590 9456	
703263636	20150128 1506 1590 8695	20150206 1353 1590 9436	20150206 1406 1590 9438	20191119 1934 1531 1353

31 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crf6 06/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(4436)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC

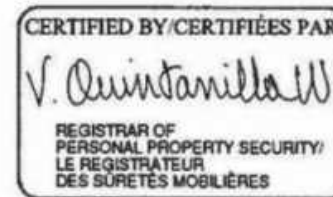
FILE CURRENCY : 03OCT 2022

ENQUIRY NUMBER 20221004153424.23 CONTAINS 14 PAGE(S), 5 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP - LYNDIA CHRISTODOULOU
5000 YONGE STREET, 10TH FLOOR
TORONTO ON M2N 7E9

CONTINUED... 2



(crf# 06/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(4437)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
703258326

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION UNDER PERIOD
001 1 20150128 1345 1590 8661 P PPSA 25

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME PROPER WINDSOR HOLDINGS ULC

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE ONTARIO CORPORATION NO. ON N0R 1L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA

09 LIEN CLAIMANT ADDRESS 2485 GUELLETTE AVENUE, SUITE 200 WINDSOR ON N8X 1L5

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL LOAN NO. 084694-01

14 COLLATERAL DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP(RPL/GP - 30844)

17 AGENT ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(rj)iv 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(4438)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20150128 1452 1590 8692	
21 RECORD REFERENCED	FILE NUMBER	703258326		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 1 CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	PROPER WINDSOR HOLDINGS ULC		
25 OTHER CHANGE REASON/ DESCRIPTION				
02/ 05 DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/ 06	BUSINESS NAME			
04/07	ADDRESS			ONTARIO CORPORATION NO.
29 ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR MAKE	MODEL	V.I.N.	
11 MOTOR VEHICLE GENERAL DESCRIPTION				
14 COLLATERAL DESCRIPTION				
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	KIRWIN PARTNERS LLP(RPL/GP - 30844) 423 PELISSIER STREET	WINDSOR	ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ej)2v 05/2022



RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(4439)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
703258335

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20150128 1345 1590 8662	P PPSA	25

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME PROPER WINDSOR HOLDINGS ULC

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE ONTARIO CORPORATION NO. ON N0R 110

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA

09 LIEN CLAIMANT ADDRESS 2485 OUELLETTE AVENUE, SUITE 200 WINDSOR ON N8X 1L5

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
					X	X			

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL LOAN NO. 084694-01

14 COLLATERAL DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP(RPL/GP - 30844)

17 AGENT ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(rj1fr 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(4440)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		PAGES SCHEDULE NUMBER UNDER
01	01	001 20150128 1452 1590 8693
21 RECORD REFERENCED	FILE NUMBER	703258335
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
		B RENEWAL YEARS PERIOD
		1
23 REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	PROPER WINDSOR HOLDINGS ULC
25 OTHER CHANGE		
26 REASON/		
27 DESCRIPTION		
28		
02/ DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05 DEBTOR/		
03/ TRANSFEREE	BUSINESS NAME	
06		
04/07	ADDRESS	ONTARIO CORPORATION NO.
29 ASSIGNOR		
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
09	ADDRESS	
COLLATERAL CLASSIFICATION		
CONSUMER	MOTOR VEHICLE	DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10		
11 MOTOR	YEAR MAKE	MODEL V.I.N.
12 VEHICLE		
13 GENERAL		
14 COLLATERAL		
15 DESCRIPTION		
16 REGISTERING AGENT OR	KIRWIN PARTNERS LLP(RPL/GP - 30844)	
17 SECURED PARTY/	ADDRESS 423 PELISSIER STREET	WINDSOR ON N9A 4L2
LIEN CLAIMANT		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIERES

(rj2lv 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
INQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(4441)

TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
703258371

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20150128 1346 1590 8664	P PPSA	11

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME PROPER WINDSOR HOLDINGS ULC

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE ONTARIO CORPORATION NO. ON N0R 110

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA

09 LIEN CLAIMANT ADDRESS 2485 OUELLETTE AVENUE, SUITE 200 WINDSOR ON NSX 115

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED					
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY	DATE
10	X	X	X	X	X				

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL LOAN NO. 084694-02

14 COLLATERAL DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP(RPL/GP - 30844)

17 AGENT ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11v 05/2022



RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(4442)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20160922 1436 2611 0981	
21	RECORD REFERENCED	FILE NUMBER	703258371		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 03	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	PROPER WINDSOR HOLDINGS ULC	FIRST GIVEN NAME	INITIAL SURNAME
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME	
03/	TRANSFEREE	BUSINESS NAME			ONTARIO CORPORATION NO.
04/07		ADDRESS			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	BDC LEGAL-MP (084694-09) 1200-121 KING STREET WEST	TORONTO	ON M5H 3T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(01/24 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(4443)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE NUMBER UNDER		
01	001	1	20160923 0859 2611 0985	
21	RECORD FILE NUMBER	703258371		
	REFERENCED			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
			A AMENDMENT YEARS PERIOD	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	PROPER WINDSOR HOLDINGS ULC	
25	OTHER CHANGE			
26	REASON/ DESCRIPTION	TO ADD ADDITIONAL DEBTOR ADDRESS		
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	PROPER WINDSOR HOLDINGS ULC	
06				
04/07	ADDRESS	2800 PARK PLACE 6600 BURRARD STREET	VANCOUVER	ONTARIO CORPORATION NO. BC V6C 2Z7
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	NATURITY DATE
10				
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	BDC LEGAL-MP (084694-09)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1200-121 KING STREET WEST	TORONTO ON M5H 3T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(r/24 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(4444)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
703258488

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20150128 1348 1590 8667 P PPSA 11

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME PROPER WINDSOR HOLDINGS ULC

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE ONTARIO CORPORATION NO. ON N0R 11.0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 2485 OUELLETTE AVENUE, SUITE 200 WINDSOR ON N8X 1L5

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL LOAN NO. 084694-03

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP(RPL/GP - 30844)

AGENT

17 ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(s) 11/05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(4445)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE	NUMBER	UNDER
01	01	001	20200817 1733 1590	9732
21	RECORD FILE NUMBER	703258488		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 8
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR BUSINESS NAME	PROPER WINDSOR HOLDINGS ULC		
25	OTHER CHANGE REASON/ DESCRIPTION			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/ TRANSFEREE BUSINESS NAME			
03/	ADDRESS	ONTARIO CORPORATION NO.		
04/07	ADDRESS			
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS			
09	COLLATERAL CLASSIFICATION			
10	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT ADDRESS	KIRWIN PARTNERS LLP (31490/RPL/DP) 423 PELISSIER STREET WINDSOR ON N9A 4L2		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(v)24 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(4446)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE NUMBER UNDER		
01	01	001	20200818	1453 1590 9797
21	RECORD FILE NUMBER	703258488		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS CORRECT PERIOD
			9	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	PROPER WINDSOR HOLDINGS ULC	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10				
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	KIRWIN PARTNERS LLP (31490/RPL/DP)		
17	SECURED PARTY/	ADDRESS	423 PELISSIER STREET	WINDSOR ON N9A 4L2
	LIEN CLAIMANT			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE RÉGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(s/24 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(4447)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
703263699

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULES NUMBER UNDER PERIOD
001 1 20150128 1507 1590 8696 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME PROPER WINDSOR HOLDINGS ULC

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE

ONTARIO CORPORATION NO.
ON N0R 1L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / THE TORONTO-DOMINION BANK
LIEN CLAIMANT

09 ADDRESS 156 OUELLETTE AVENUE, BRANCH #3880 WINDSOR

ON N9A 1A4

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity OR Maturity DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP(RPL/GP - 30845)
AGENT

17 ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en) 14/05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(4448)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	01	001	20191119 1934 1531 1354			
21	RECORD FILE NUMBER	703263699				
	REFERENCED					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD	
		X	B RENEWAL	5		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	PROPER WINDSOR HOLDINGS, ULC			
25	OTHER CHANGE					
26	REASON/					
27	DESCRIPTION					
28						
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/					
03/	TRANSFEREE	BUSINESS NAME				
06						
04/07	ADDRESS					ONTARIO CORPORATION NO.
29	ASSIGNOR					
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS					
	COLLATERAL CLASSIFICATION					
	CONSUMER					
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED
10						AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL		V.I.N.
12	VEHICLE					
13	GENERAL					
14	COLLATERAL					
15	DESCRIPTION					
16	REGISTERING AGENT OR		CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3B8
	LIEN CLAIMANT					

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(or)24 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153424.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

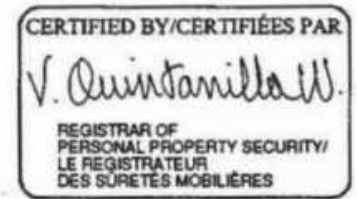
REPORT : PSSR060
PAGE : 14
(4449)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PROPER WINDSOR HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
703258326	20150128 1345 1590 8661	20150128 1452 1590 8692		
703258335	20150128 1345 1590 8662	20150128 1452 1590 8693		
703258371	20150128 1346 1590 8664	20160922 1436 2611 0981	20160923 0859 2611 0985	
703258488	20150128 1348 1590 8667	20200817 1733 1590 9732	20200818 1453 1590 9797	
703263699	20150128 1507 1590 8696	20191119 1934 1531 1354		

12 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(c)16 05/2022

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153448.91

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(4450)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SGM REAL ESTATE HOLDINGS ULC

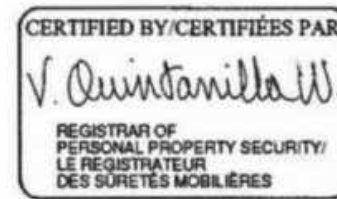
FILE CURRENCY : 03OCT 2022

ENQUIRY NUMBER 20221004153448.91 CONTAINS 9 PAGE(S), 4 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP - LYNDIA CHRISTODOULOU
5000 YONGE STREET, 10TH FLOOR
TORONTO ON M2N 7E9

CONTINUED... 2



(c/r) 06/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153448.91

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSBR060
PAGE : 2
(4451)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SGM REAL ESTATE HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
785031354

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION UNDER PERIOD
001 1 20220719 1450 1590 2432 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SGM REAL ESTATE HOLDINGS ULC

04 ADDRESS 2800 PARK PLACE, 666 BURNARD ST VANCOUVER

ONTARIO CORPORATION NO.
BC V6C 2Z7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / THE TORONTO DOMINION BANK

LIEN CLAIMANT

09 ADDRESS 3140 DUFFERIN STREET TORONTO

ON M6A 2T1

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING CHAITONS LLP (LL/68787)

AGENT

17 ADDRESS 5000 YONGE STREET, 10TH FLOOR TORONTO

ON M2N 7E9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY / CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(01/10/05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153448.91

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(4452)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SGM REAL ESTATE HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
722185578

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20161103 1116 1590 0536	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME SGM REAL ESTATE HOLDINGS ULC

04 ADDRESS 3230 MOYNAHAN STREET OLDCASTLE ONTARIO CORPORATION NO. ON N9R 1L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / THE TORONTO-DOMINION BANK

09 LIEN CLAIMANT ADDRESS 156 OUELLETTE AVENUE WINDSOR ON N9A 1A4

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			

11 MOTOR YEAR MAKE NOUEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP(RPL/GP-31062)

17 AGENT ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(rj)lv 05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153448.91

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(4453)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SGM REAL ESTATE HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	01	001	20210920 1449 1530 0168		
21 RECORD REFERENCED	FILE NUMBER	722185578			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	E RENEWAL	5	
23 REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	SGM REAL ESTATE HOLDINGS ULC			
25 OTHER CHANGE	REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05 DEBTOR/	BUSINESS NAME				
03/ TRANSFEREE	BUSINESS NAME				
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29 ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11 MOTOR	VEHICLE				
12 GENERAL	COLLATERAL				
13 DESCRIPTION	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
14 SECURED PARTY/	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8
15 LIEN CLAIMANT					

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orig 06/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153448.91

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(4454)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SGM REAL ESTATE HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
718351623

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20160706 1326 1590 2167 P PPSA 24

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME SGM REAL ESTATE HOLDINGS ULC

04 ADDRESS 3230 MOYNAHAN ST. OLDCASTLE ONTARIO CORPORATION NO.
ON N0R 11.0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME SGM REAL ESTATE HOLDINGS ULC

07 ADDRESS 2800 PARK PLACE, 666 BURNARD STREET VANCOUVER ONTARIO CORPORATION NO.
BC V6C 2Z7

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA
09 LIEN CLAIMANT

ADDRESS 2485 OUELLETTE AVENUE, SUITE 200 WINDSOR ON N8X 1L5

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING KIRWIN PARTNERS LLP (RPL/31027)
17 AGENT ADDRESS 423 PELISSIER STREET WINDSOR ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(or) 11/05/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153448.91

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(4455)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SGM REAL ESTATE HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20200817 1733 1590 9733	
21 RECORD REFERENCED	FILE NUMBER	718351623		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 8 CORRECT PERIOD
23 REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	SGM REAL ESTATE HOLDINGS ULC		
25 OTHER CHANGE REASON/ DESCRIPTION				
02/ 05 DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/ 06	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.		
29 ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS			
09	COLLATERAL CLASSIFICATION			
10	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	KIRWIN PARTNERS LLP (31490/RPL/DP) 423 PELISSIER STREET	WINDSOR	ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(or2tv 05/2022)

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153448.91

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(4456)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SGM REAL ESTATE HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
718351677

CAUTION FILING	PAGE NO. OF PAGES	TOTAL	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20160706 1327 1590 2168	P PPSA	24

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02	03			
----	----	--	--	--

04		3230 MOYNAHAN ST.		OLDCASTLE
----	--	-------------------	--	-----------

ONTARIO CORPORATION NO.
ON N0R 110

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05	06			
----	----	--	--	--

07				
----	--	--	--	--

ONTARIO CORPORATION NO.

SECURED PARTY /
LIEN CLAIMANT BUSINESS DEVELOPMENT BANK OF CANADA

08	09			
----	----	--	--	--

ON N8X 115

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
			X	X			X

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
---------------	-----------	-------	--------

11	12		
----	----	--	--

13	14	15	
----	----	----	--

16	17		
----	----	--	--

17		423 PELISSIER STREET	WINDSOR	ON	N9A 4L2
----	--	----------------------	---------	----	---------

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en) 1/4 06/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153448.91

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(4457)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SGM REAL ESTATE HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20200818 1453 1590 9796	
21	RECORD FILE NUMBER	718351677			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 8	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		SGM REAL ESTATE HOLDINGS ULC			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
03/06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY - OR	MATURITY DATE
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
12					
13					
14					
15					
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	KIRWIN PARTNERS LLP (31490/RPL/DP) 423 PELLISSIER STREET	WINDSOR	ON N9A 4L2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)21v 06/2022

Ontario 

RUN NUMBER : 277
RUN DATE : 2022/10/04
ID : 20221004153448.91

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

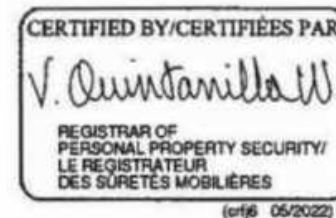
REPORT : PSSR060
PAGE : 9
(4458)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SGM REAL ESTATE HOLDINGS ULC
FILE CURRENCY : 03OCT 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
785031354	20220719 1450 1590 2432			
722185578	20161103 1116 1590 0536	20210920 1449 1530 0168		
718351623	20160706 1326 1590 2167	20200817 1733 1590 9733		
718351677	20160706 1327 1590 2168	20200818 1453 1590 9796		

7 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



***THIS IS EXHIBIT "K" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

Business Debtor - "CUTTING EDGE PRECISION SERVICES ULC"

Search Date and Time: October 4, 2022 at 12:55:47 pm Pacific time

Account Name: Not available.

TABLE OF CONTENTS

8 Matches in 4 Registrations in Report

Exact Matches: 8 (*)

Total Search Report Pages: 12

	Base Registration	Base Registration Date	Debtor Name	Page
1	418715I	February 2, 2015	* CUTTING EDGE PRECISION SERVICES LTD	2
			* CUTTING EDGE PRECISION SERVICES ULC	
2	398143J	July 7, 2016	* CUTTING EDGE PRECISION SERVICES ULC	7
			* CUTTING EDGE PRECISION SERVICES ULC	
3	991865M	May 25, 2021	* CUTTING EDGE PRECISION SERVICES ULC	9
			* CUTTING EDGE PRECISION SERVICES ULC	
4	438115N	December 20, 2021	* CUTTING EDGE PRECISION SERVICES ULC	11
			* CUTTING EDGE PRECISION SERVICES ULC	

Base Registration Number: 418715I

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	February 2, 2015 at 11:54:11 am Pacific time
Current Expiry Date and Time:	February 2, 2049 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 4, 2022 at 12:55:47 pm Pacific time)

Secured Party Information

**BUSINESS DEVELOPMENT BANK
OF CANADA**

Address

2485 OUELLETTE AVE., STE 200
WINDSOR ON
N8X 1L5 Canada

Debtor Information

**CUTTING-EDGE TECHNOLOGIES
LTD**

Address

3230 MOYNAHAN STREET
OLDCASTLE ON
N0R 1L0 Canada

**CUTTING EDGE PRECISION
SERVICES LTD**

Address

3230 MOYNAHAN STREET
OLDCASTLE ON
N0R Canada

**CUTTING EDGE PRECISION
SERVICES ULC**

Address

3230 MOYNAHAN STREET
OLDCASTLE ON
N0R 1L0 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Original Registering Party

**DLA PIPER (CANADA) LLP/
DAVIS MANAGEMENT LTD.**

Address

2800 PARK PLACE 666 BURRARD
ST
VANCOUVER BC
V6C 2Z7 Canada



HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: August 18, 2020 at 2:52:55 pm Pacific time
Registration Number: 410901M
Registration Life: 1 Year
New Expiration Date and Time: February 2, 2049 at 11:59:59 pm Pacific time

Registering Party Information

RDM LAWYERS LLP

Address

301 33695 SOUTH FRASER WAY
ABBOTSFORD BC
V2S 2C1 Canada

RENEWAL

Registration Date and Time: August 18, 2020 at 2:29:28 pm Pacific time
Registration Number: 410817M
Registration Life: 7 Years
New Expiration Date and Time: February 2, 2048 at 11:59:59 pm Pacific time

Registering Party Information

RDM LAWYERS LLP

Address

301 33695 SOUTH FRASER WAY
ABBOTSFORD BC
V2S 2C1 Canada

AMENDMENT

Registration Date and Time: February 5, 2015 at 2:06:29 pm Pacific time
Registration Number: 426925I
Description: 1. WITH EFFECT FROM FEBRUARY 5, 2015 CUTTING EDGE PRECISION SERVICES LTD. (BC INC. NO. C1026838) CONVERTED TO A BC ULC UNDER THE NAME CUTTING EDGE PRECISION SERVICES ULC (BC INC. NO. C1026838); AND 2. TO ADD ADDITIONAL DEBTOR.

Debtor Information

CUTTING EDGE PRECISION SERVICES ULC

ADDED

Address

3230 MOYNAHAN STREET
OLDCASTLE ON
N0R 1L0 Canada

Registering Party Information

**DLA PIPER (CANADA) LLP/
DAVIS MANAGEMENT LTD.**

Address

2800 PARK PLACE 666
BURRARD ST
VANCOUVER BC
V6C 2Z7 Canada

AMENDMENT

Registration Date and Time: February 5, 2015 at 2:04:33 pm Pacific time
Registration Number: 426919I
Description: 1. WITH EFFECT FROM FEBRUARY 5, 2015 CUTTING-EDGE TECHNOLOGIES LTD. (ONTARIO CORP. NO. 1912987) CONTINUED UNDER THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA) INTO BRITISH COLUMBIA UNDER THE NAME CUTTING EDGE PRECISION SERVICES LTD. (BC INC. NO. C1026838); AND 2. TO ADD ADDITIONAL DEBTOR.

Debtor Information

**CUTTING EDGE PRECISION
SERVICES LTD**

ADDED

Address

3230 MOYNAHAN STREET
OLDCASTLE ON
N0R Canada

Registering Party Information

**DLA PIPER (CANADA) LLP/
DAVIS MANAGEMENT LTD.**

Address

2800 PARK PLACE 666
BURRARD ST
VANCOUVER BC
V6C 2Z7 Canada

RENEWAL

Registration Date and Time: February 4, 2015 at 3:55:10 pm Pacific time
Registration Number: 425180I
Registration Life: 1 Year
New Expiration Date and Time: February 2, 2041 at 11:59:59 pm Pacific time

Registering Party Information

**DLA PIPER (CANADA) LLP/
DAVIS MANAGEMENT LTD.**

Address

2800 PARK PLACE 666
BURRARD ST
VANCOUVER BC
V6C 2Z7 Canada

Base Registration Number: 398143J

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	July 7, 2016 at 2:43:00 pm Pacific time
Current Expiry Date and Time:	July 7, 2040 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 4, 2022 at 12:55:47 pm Pacific time)

Secured Party Information

BUSINESS DEVELOPMENT BANK OF CANADA	Address 2485 OUELLETTE AVE., SUITE 200 WINDSOR ON N8X 1L5 Canada
--	--

Debtor Information

CUTTING EDGE PRECISION SERVICES ULC	Address 666 BURRARD STREET, SUITE 2800 VANCOUVER BC V6C 2Z7 Canada
--	---

CUTTING EDGE PRECISION SERVICES ULC	Address 3230 MOYNAHAN STREET OLD CASTLE ON N0R 1L0 Canada
--	---

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Original Registering Party

**DLA PIPER (CANADA) LLP/
DAVIS MANAGEMENT LTD.**

Address

2800 PARK PLACE 666 BURRARD
ST
VANCOUVER BC
V6C 2Z7 Canada



Base Registration Number: 991865M

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	May 25, 2021 at 2:35:01 pm Pacific time
Current Expiry Date and Time:	May 25, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 4, 2022 at 12:55:47 pm Pacific time)

Secured Party Information

**NORTH AMERICAN LIGHTING,
INC.**

Address

2275 S. MAIN STREET
PARIS
61944 France

Debtor Information

**CUTTING EDGE PRECISION
SERVICES ULC**

Address

2800 PARK PL., 666 BURRARD ST.
VANCOUVER BC
V6C 2Z7 Canada

**CUTTING EDGE PRECISION
SERVICES ULC**

Address

3230 MOYNAHAN STREET
OLDCASTLE ON
N0R 1L0 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ANY AND ALL SPECIAL TOOLS, MOLDS, DIES, MACHINERY, FORMS AND OTHER EQUIPMENT OR TOOL ASSOCIATED WITH PURCHASE ORDERS ISSUED BY THE SECURED PARTY TO THE DEBTOR.

Original Registering Party

**GARDINER ROBERTS LLP (M.
LEE STRATTON)**

Address

3600-22 ADELAIDE STREET WEST
TORONTO ON
M5H 4E3 Canada



Base Registration Number: 438115N

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	December 20, 2021 at 11:32:36 am Pacific time
Current Expiry Date and Time:	December 20, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 4, 2022 at 12:55:47 pm Pacific time)

Secured Party Information

**THE TORONTO-DOMINION
BANK**

Address

3140 DUFFERIN STREET
TORONTO ON
M6A 2T1 Canada

Debtor Information

**CUTTING EDGE PRECISION
SERVICES ULC**

Address

2800-666 BURRARD STREET
VANCOUVER BC
V6C 2Z7 Canada

**CUTTING EDGE PRECISION
SERVICES ULC**

Address

3230 MOYNAHAN STREET
OLDCASTLE ON
NOR 1L0 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Original Registering Party

LAWSON LUNDELL LLP

Address

1600 925 WEST GEORGIA STREET
VANCOUVER BC
V6C 3L2 Canada



Business Debtor - "PROPER WINDSOR HOLDINGS ULC"

Search Date and Time: October 4, 2022 at 12:27:23 pm Pacific time

Account Name: Not available.

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3 Matches in 2 Registrations in Report

Exact Matches: 3 (*)

Total Search Report Pages: 6

	Base Registration	Base Registration Date	Debtor Name	Page
1	415181I	January 30, 2015	* PROPER WINDSOR HOLDINGS ULC	2
2	438130N	December 20, 2021	* PROPER WINDSOR HOLDINGS ULC * PROPER WINDSOR HOLDINGS ULC	5

Base Registration Number: 415181I

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	January 30, 2015 at 7:34:53 am Pacific time
Current Expiry Date and Time:	January 30, 2049 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 4, 2022 at 12:27:23 pm Pacific time)

Secured Party Information

BUSINESS DEVELOPMENT BANK OF CANADA	Address 2485 OUELLETTE AVE., STE 200 WINDSOR ON N8X 1L5 Canada
--	--

Debtor Information

PROPER WINDSOR HOLDINGS ULC	Address 3230 MOYNAHAN STREET OLDCASTLE ON N0R 1L0 Canada
--	--

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Original Registering Party

**DLA PIPER (CANADA) LLP/
DAVIS MANAGEMENT LTD.**

Address

2800 PARK PLACE 666 BURRARD
ST
VANCOUVER BC
V6C 2Z7 Canada



HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: August 18, 2020 at 2:54:48 pm Pacific time
Registration Number: 410905M
Registration Life: 8 Years
New Expiration Date and Time: January 30, 2049 at 11:59:59 pm Pacific time

Registering Party Information

RDM LAWYERS LLP

Address

301 33695 SOUTH FRASER WAY
ABBOTSFORD BC
V2S 2C1 Canada

RENEWAL

Registration Date and Time: February 4, 2015 at 3:56:57 pm Pacific time
Registration Number: 425183I
Registration Life: 1 Year
New Expiration Date and Time: January 30, 2041 at 11:59:59 pm Pacific time

Registering Party Information

DLA PIPER (CANADA) LLP/
DAVIS MANAGEMENT LTD.

Address

2800 PARK PLACE 666
BURRARD ST
VANCOUVER BC
V6C 2Z7 Canada

Base Registration Number: 438130N

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	December 20, 2021 at 11:35:51 am Pacific time
Current Expiry Date and Time:	December 20, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 4, 2022 at 12:27:23 pm Pacific time)

Secured Party Information

**THE TORONTO-DOMINION
BANK**

Address

3140 DUFFERIN STREET
TORONTO ON
M6A 2T1 Canada

Debtor Information

**PROPER WINDSOR HOLDINGS
ULC**

Address

2800-666 BURRARD STREET
VANCOUVER BC
V6C 2Z7 Canada

**PROPER WINDSOR HOLDINGS
ULC**

Address

3230 MOYNAHAN STREET
OLDCASTLE ON
NOR 1L0 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Original Registering Party

LAWSON LUNDELL LLP

Address

1600 925 WEST GEORGIA STREET
VANCOUVER BC
V6C 3L2 Canada



Business Debtor - "SGM REAL ESTATE HOLDINGS ULC"

Search Date and Time: October 4, 2022 at 12:28:06 pm Pacific time
Account Name: Not available.

TABLE OF CONTENTS

4 Matches in 2 Registrations in Report

Exact Matches: 4 (*)

Total Search Report Pages: 5

	Base Registration	Base Registration Date	Debtor Name	Page
1	398164J	July 7, 2016	* SGM REAL ESTATE HOLDINGS ULC	2
			* SGM REAL ESTATE HOLDINGS ULC	
2	438137N	December 20, 2021	* SGM REAL ESTATE HOLDINGS ULC	4
			* SGM REAL ESTATE HOLDINGS ULC	

Base Registration Number: 398164J

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	July 7, 2016 at 2:44:04 pm Pacific time
Current Expiry Date and Time:	July 7, 2040 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 4, 2022 at 12:28:06 pm Pacific time)

Secured Party Information

BUSINESS DEVELOPMENT BANK OF CANADA	Address 2485 OUELLETTE AVE., SUITE 200 WINDSOR ON N8X 1L5 Canada
--	--

Debtor Information

SGM REAL ESTATE HOLDINGS ULC	Address 666 BURRARD STREET, SUITE 2800 VANCOUVER BC V6C 2Z7 Canada
---	---

SGM REAL ESTATE HOLDINGS ULC	Address 3230 MOYNAHAN STREET OLD CASTLE ON N0R 1L0 Canada
---	---

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Original Registering Party

**DLA PIPER (CANADA) LLP/
DAVIS MANAGEMENT LTD.**

Address

2800 PARK PLACE 666 BURRARD
ST
VANCOUVER BC
V6C 2Z7 Canada



Base Registration Number: 438137N

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	December 20, 2021 at 11:38:06 am Pacific time
Current Expiry Date and Time:	December 20, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 4, 2022 at 12:28:06 pm Pacific time)

Secured Party Information

**THE TORONTO-DOMINION
BANK**

Address

3140 DUFFERIN STREET
TORONTO ON
M6A 2T1 Canada

Debtor Information

**SGM REAL ESTATE HOLDINGS
ULC**

Address

2800-666 BURRARD STREET
VANCOUVER BC
V6C 2Z7 Canada

**SGM REAL ESTATE HOLDINGS
ULC**

Address

3230 MOYNAHAN STREET
OLDCASTLE ON
NOR 1L0 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Original Registering Party

LAWSON LUNDELL LLP

Address

1600 925 WEST GEORGIA STREET
VANCOUVER BC
V6C 3L2 Canada



***THIS IS EXHIBIT "L" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

Properties

PIN 75234 - 0119 LT Interest/Estate Fee Simple
 Description PT LT 12 CON 7 SANDWICH EAST PT 1 & 2 12R3585; S/T R694390; TECUMSEH
 Address 3230 MOYNAHAN ST
 TECUMSEH

Chargor(s)

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

Name SGM REAL ESTATE HOLDINGS ULC
 Address for Service 3230 Moynahan Street
 Oldcastle, Ontario N0R 1L0

I, Sean O'Neil, Vice-President, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name BUSINESS DEVELOPMENT BANK OF CANADA
 Address for Service 2485 Ouellette Avenue, Suite 200
 Windsor, Ontario N8X 1L5

Statements

Schedule: See Schedules

Provisions

Principal \$2,500,000.00 Currency CDN
 Calculation Period
 Balance Due Date
 Interest Rate Schedule "A"
 Payments
 Interest Adjustment Date
 Payment Date
 First Payment Date
 Last Payment Date
 Standard Charge Terms 20011
 Insurance Amount See standard charge terms
 Guarantor

Signed By

Dayna Louise Pedrosa 423 Pelissier St. acting for Signed 2020 09 28
 Windsor
 N9A 4L2 Chargor(s)

Tel 519-255-9840

Fax 519-255-1413

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

Submitted By

KIRWIN PARTNERS LLP 423 Pelissier St. 2020 09 28
 Windsor
 N9A 4L2

Tel 519-255-9840

Fax 519-255-1413

Fees/Taxes/Payment

Statutory Registration Fee \$65.05
 Total Paid \$65.05

File Number

Chargee Client File Number : 31409 (LOAN #084694-13)

SCHEDULE A

LAND REGISTRATION REFORM ACT

Payment Provisions

You charge the property covered by the Charge as security for payment to the Chargee, Business Development Bank of Canada, of all Secured Obligations, as defined in the Standard Charge Terms described in the electronic form of charge to which this document forms a schedule, including the following:

- (i) all present and future debts, liabilities and obligations now or hereafter owing by the Chargor to the Chargee including any and all principal advances and re-advances made by the Chargee to the Chargor after the repayment of any or all principal amounts, provided that the total principal amount secured shall not at any time exceed the principal amount referred to in the electronic form of charge to which this document forms a schedule; and,

- (ii) interest on the amounts payable under paragraph (i) above at the rate equal to the floating base rate of Business Development Bank of Canada for commercial and industrial loans denominated in Canadian dollars announced from time to time, plus 10.00% per year, calculated monthly and payable monthly, both after as well as before maturity, default and/or judgment. If the Chargor and the Chargee have agreed in writing in any agreement referred to in the "Secured Obligations" described in paragraph (i) above, or in any other agreement, that a different interest rate will apply to all or part of the debts and liabilities described in paragraph (i) above, then that different rate will apply.

Properties

PIN 75234 - 0119 LT
Description PT LT 12 CON 7 SANDWICH EAST PT 1 & 2 12R3585; S/T R694390; TECUMSEH
Address 3230 MOYNAHAN ST
 TECUMSEH

Applicant(s)

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

Name SGM REAL ESTATE HOLDINGS ULC
Address for Service 3230 Moynahan Street
 Oldcastle, Ontario N0R 1L0

I, Sean O'Neil, Vice-President, have the authority to bind the corporation.

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

Party To(s)*Capacity**Share*

Name BUSINESS DEVELOPMENT BANK OF CANADA
Address for Service 2485 Ouellette Avenue, Suite 200
 Windsor, Ontario N8X 1L5

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, CE965703 registered on 2020/09/28 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Dayna Louise Pedrosa 423 Pelissier St. acting for Signed 2020 09 28
 Windsor Applicant(s)
 N9A 4L2

Tel 519-255-9840

Fax 519-255-1413

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

Dayna Louise Pedrosa 423 Pelissier St. acting for Signed 2020 09 28
 Windsor Party To(s)
 N9A 4L2

Tel 519-255-9840

Fax 519-255-1413

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

Submitted By

KIRWIN PARTNERS LLP 423 Pelissier St. 2020 09 28
 Windsor
 N9A 4L2

Tel 519-255-9840

Fax 519-255-1413

Fees/Taxes/Payment

Statutory Registration Fee \$65.05

Total Paid \$65.05

File Number

Applicant Client File Number : 31490

Party To Client File Number : LOAN NO. 084694-13



ASSIGNMENT OF RENTS

THIS ASSIGNMENT dated August 20, 2020

BETWEEN:

SGM REAL ESTATE HOLDINGS ULC

(the "Assignor")

AND:

BUSINESS DEVELOPMENT BANK OF CANADA

(the "Bank")

WHEREAS:

- A. By a Mortgage made between the Assignor and the Bank, which Mortgage is dated August 20, 2020, and was registered in the County of Essex (LRO No. 12) on the 28th day of September, 2020 as No. CE965703, (hereinafter called the "Mortgage") the Assignor did grant and mortgage unto the Bank the lands and premises in the Town of Tecumseh, in the Province of Ontario, and legally described as follows:

Pt Lt 12, Con 7 Sandwich East, being Pts 1 & 2 on Plan 12R-3585; s/t R694390; Tecumseh

(the "Lands and Premises")

to secure payment of \$2,500,000.00 and interest thereon as therein set forth;

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

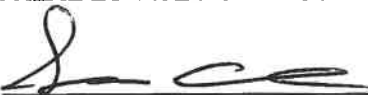
NOW THEREFORE in consideration of the premises, the sum of One Dollar (\$1.00) now paid by the Bank to the Assignor, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the parties hereto covenant and agree as follows:

1. The Assignor does hereby assign and set over unto the Bank as security for the said principal and interest secured by the Mortgage and for the performance of the covenants in the Mortgage contained all rents and other monies now due and payable or hereafter to become due and payable under every existing and future Lease of and Agreement to Lease the whole or any portion of the Lands and Premises (hereinafter called the "Leases"), together with the benefit of all covenants, agreements and provisoes contained in the Leases with full power and authority to demand, collect, sue for, recover, receive and give receipts for the rents and to enforce payment thereof in the name of the Assignor, its successors and assigns.
2. Nothing herein contained shall be deemed to have the effect of making the Bank responsible for the collection of any rents and other monies now due and payable or to become due and payable, or for the performance of any covenants, terms and conditions either by the lessor or by the lessee contained or to be contained in the Leases and the Bank shall not, by virtue of this Assignment, be deemed a Mortgagee in possession of the Lands and Premises or any part thereof.
3. The Bank shall be liable to account for only such monies as shall actually come into its hands by virtue of this Assignment, less collection charges, exigible taxes and costs (including solicitor and client costs). Such monies when so received by the Bank shall be applied on account of the monies from time to time due under the Mortgage and any renewal or extension thereof, or under any agreement collateral thereto.
4. The said rents and other monies now due and payable or hereafter to become due and payable hereunder and other benefits hereby assigned or to be assigned to the Bank are being taken as collateral security only for the due payment of any sum due under the Mortgage or any renewal or extension thereof or of any Mortgage taken in substitution therefor, either wholly or in part, and none of the rights or remedies of the Bank under the Mortgage shall be delayed or in any way prejudiced by these presents.
5. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with the Assignor or any extension of time for payment or any release of part or parts of the Lands and Premises, or of any collateral security, the said rents and monies now due and payable or hereafter to become due and payable hereunder and other benefits hereby assigned or to be assigned shall continue as collateral security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.
6. The Assignor covenants and agrees from time to time and at all times hereafter, at the request of the Bank, to execute and deliver at the expense of the Assignor such further assurances for the better and more perfectly assigning to the Bank all rents and monies now due and payable or hereafter to become payable hereunder, as the Bank shall reasonably advise.
7. Until default shall have been made in the payment of any installment of principal or of interest as provided in the Mortgage or any renewal or extension thereof or until the breach of any covenants contained in the Mortgage, the Assignor shall be entitled to receive all rents or monies payable under the Leases and shall not be liable to account therefor to the Bank, but immediately upon default in payment of either the principal or interest under the Mortgage, or upon a breach on the part of the Assignor of any of the covenants contained in the Mortgage, and so often as either may occur, the Bank upon notice to the lessee or to any person or persons liable for payment of any rents or monies under the Leases, shall be entitled to all such rents or monies falling due subsequent to the date of service of such notice.
8. Notwithstanding this Assignment, the Assignor shall be solely responsible for performing and complying with all the lessor's covenants and other obligations under the terms of the Leases and shall perform, according to the true intent and meaning thereof, all such the covenants and obligations contained in the Leases so that the rights and remedies of the Bank shall not be in any way delayed or prejudiced.
9. The Bank may, but shall not be bound to, institute proceedings for the purpose of enforcing any Leases or collecting the rents or for the purpose of preserving any rights of the Bank, the Assignor or any other person, firm or corporation in respect of the same.
10. The Bank may waive any default or breach of covenant and shall not be bound to serve any notice as hereinbefore set forth upon the happening of any default or beach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.

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

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

SGM REAL ESTATE HOLDINGS ULC

Per: 

Sean O'Neil – Vice-President

I have authority to bind the Corporation.

***THIS IS EXHIBIT "M" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***

A handwritten signature in black ink, appearing to read "Dan Rapp". The signature is fluid and cursive, with a large initial "D" and "R".

.....
A Commissioner Etc.

PRIORITY AGREEMENT

THIS AGREEMENT dated as of January 30, 2015.

AMONG:

BUSINESS DEVELOPMENT BANK OF CANADA, with a business centre at
2485 Ouellette Avenue, Suite 200, Windsor, Ontario
(“BDC”)

AND:

THE TORONTO-DOMINION BANK, with a branch located at
156 Ouellette Avenue, Windsor, Ontario
(the “Lender”)

AND:

CUTTING-EDGE TECHNOLOGIES LTD.,
(the “Customer”)

WHEREAS:

A. The Customer has granted or agreed to grant to BDC security interests in all of the Customer’s present and after-acquired personal property to secure present and future debts and obligations of the Customer to BDC;

B. The Customer has granted or agreed to grant to the Lender security interests in all of the Customer’s present and after-acquired personal property to secure present and future debts and obligations of the Customer to the Lender;

C. The parties hereto have agreed to enter into this agreement in order to set out the respective priorities of the BDC Security and the Lender Security;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE 1 - CONSENT

1.01 BDC hereby acknowledges its consent to the creation and issue by the Customer to the Lender of the Lender Security and to the incurring by the Customer of the indebtedness evidenced thereby.

1.02 The Lender hereby acknowledges its consent to the creation and issue by the Customer to BDC of the BDC Security and to the incurring by the Customer of the indebtedness evidenced thereby.

ARTICLE 2 - INTERPRETATION

2.01 The preamble hereto forms an integral part of this Agreement.

2.02 In this Agreement, the following terms shall have the following meanings:

(a) “Accounts Receivable” means all debts, accounts, claims, demands, monies and choses in action which are now or which may at any time hereafter be due, owing to or accruing due to or

owned by the Customer, together with all books, records, documents, papers and electronically recorded data and any other documents or information of any kind which in any way evidences or relates to any or all of the said debts, accounts, claims, demands, monies and choses in action, provided that the term "Accounts Receivable" herein shall not include any proceeds from the sale, disposition or realization of the personal property of the Customer other than Inventory;

(b) "BDC Security" means all registered security interests now or hereafter held by BDC in any or all of the Customer's present and after acquired personal property to secure present and future debts and obligations of the Customer to BDC;

(c) "Inventory" means all of the Customer's goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, raw materials, work in progress, finished goods, returned goods, repossessed goods, livestock and the young thereof after conception and crops and timber, and packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing;

(d) "Lender Security" means all registered security interests now or hereafter held by the Lender in any or all of the Customer's present and after acquired personal property to security present and future debts and obligations of the Customer to the Lender;

(e) "PPSA" means the applicable *Personal Property Security Act*; and

(f) "Secured Parties" means BDC and the Lender, and a "Secured Party" means either one of them, and each of their respective successors and permitted assigns.

ARTICLE 3 - PRIORITIES

3.01 (a) The BDC Security is hereby postponed and subordinated to the security constituted by the Lender Security with respect to the Inventory and Accounts Receivable and the equipment listed in Schedule "A" hereto, if any (the "Listed Equipment"), to the extent of the Customer's indebtedness to the Lender from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by the Lender in connection therewith.

(b) The Lender Security is hereby postponed and subordinated to the security constituted by the BDC Security with respect to all of the Customer's present and after acquired personal property other than the Inventory and Accounts Receivable and the Listed Equipment, to the extent of the Customer's indebtedness to BDC from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by BDC in connection therewith.

3.02 The subordinations and postponements herein shall apply in all events and circumstances regardless of:

(a) the date of execution, attachment, registration or perfection of any security interest held by BDC or the Lender; or

(b) the date of any advance or advances made to the Customer by BDC or the Lender; or

(c) the date of default by the Customer under any of the BDC Security or the Lender Security or the dates of crystallization of any floating charges held by BDC or the Lender; or

(d) any priority granted by any principle of law or any statute, including the PPSA.

3.03 Any proceeds, including, without limitation, any insurance proceeds received by the Customer or by BDC or the Lender in respect of the collateral charged by the BDC Security or the Lender Security shall be dealt with according to the preceding provisions hereof as though such proceeds

were paid or payable as proceeds of realization of the collateral for which they compensate subject to subparagraphs (a), (b) and (c):

- (a) The Lender's priorities herein shall not extend to any payments against the Customer's indebtedness to BDC received by BDC in the ordinary course of business and prior to written notice of the Customer's default from the Lender.
 - (b) BDC's priorities herein shall not extend to any payments against the Customer's indebtedness to the Lender received by the Lender in the ordinary course of business and prior to written notice of the Customer's default from BDC.
 - (c) With the exception of monies deposited in any accounts designated as trust accounts by the Customer for the benefit of BDC, BDC shall not be entitled, notwithstanding anything to the contrary in this Agreement, to make a claim against any monies which are deposited in or disbursed from any account of the Customer maintained with the Lender, except for monies deposited therein after the time the Lender has received written notice from BDC that it is enforcing the BDC Security against the Customer and which are not subject to the security interest and priority of the Lender as set out and agreed to in this Agreement.
- 3.04 If any of the BDC Security or the Lender Security is claimed or found by a trustee in bankruptcy or a court of competent jurisdiction to be unenforceable, invalid, unregistered or unperfected, then the foregoing provisions of this Article 3 shall not apply to such security to the extent that such security is so found to be unenforceable, invalid, unregistered or unperfected as against a third party unless the Secured Party shall be diligently contesting such a claim and has provided the other party with a satisfactory indemnity.
- 3.05 Each of the parties hereto shall permit any of the other parties hereto and their employees, agents and contractors, access at all reasonable times to any property and assets of the Customer upon which it has a prior charge or security interest in accordance with the terms hereof and to permit such other party to remove such property and assets from the premises of the Customer at all reasonable times without interference, provided that such other party shall promptly repair any damage caused to the premises by the removal of any such property or assets.
- 3.06 If any person, other than BDC and the Lender, shall have a valid claim, right or interest in or to any of the present or after-acquired personal property of the Customer which is subject to all or any part of the BDC Security or the Lender Security, as the case may be, in priority to or on a parity with one of the Secured Parties but not in priority to or on a parity with the other Secured Party, then this Agreement shall not apply so as to diminish the rights (as such rights would have been but for this Agreement) of such other Secured Party to such property or the proceeds thereof.
- 3.07 Nothing in this Agreement affects the priority of any security over the Customer's real property interests held by BDC or the Lender. The real property interests of the Customer are excluded from the operation of this agreement.
- 3.08 This Agreement is not intended to affect the priority of any third party claims and no such parties may benefit from anything contained herein.
- 3.09 Nothing in this Agreement shall affect the priority of purchase money security interests (as defined in the PPSA) hereafter acquired by BDC or the Lender in specific equipment of the Customer. As between the parties, where either BDC or the Lender finances the acquisition of equipment by the Customer, BDC or the Lender will be entitled to a purchase money security interest whether they advance their funds before or after the Customer has paid for the equipment and whether or not the funds are paid directly to the vendor so long as the funds are advanced in connection with the acquisition by the Customer of rights in such equipment.

ARTICLE 4 - COVENANTS OF THE CUSTOMER

- 4.01 The Customer hereby confirms to and agrees with BDC and the Lender that so long as any of the indebtedness of the Customer to BDC and the Lender remains outstanding, it shall stand possessed of its assets so charged for BDC and for the Lender in accordance with their respective interests and priorities as herein set out.

ARTICLE 5- GENERAL

- 5.01 From time to time upon request therefor BDC and the Lender may advise each other of the particulars of the indebtedness and liability of the Customer to each other and all security held by each therefor.
- 5.02 BDC and the Lender each agree that, except as required by law, it will not transfer or assign any of its security from the Customer without first obtaining from the proposed assignee or transferee an agreement to be bound by the provisions of this Agreement.
- 5.03 Prior to making any demand for payment on the Customer or proceeding to enforce its security, BDC or the Lender, as the case may be, shall provide notice of such demand or enforcement to the other of them, provided, however, that neither shall be liable for any accidental omission to provide the said notice.
- 5.04 Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed and delivered to the parties hereto as follows:


for BDC:
2485 Ouellette Avenue
Windsor, Ontario
N8X 1L5
Attention: The Manager

for the Lender:
TD Commercial Banking
156 Ouellette Avenue
Windsor, Ontario
N9A 1A4
Attention: Ben Nardone

- 5.05 Each of the Customer, BDC and the Lender shall do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the interests of this Agreement; provided however, that no consent of the Customer shall be necessary to any amendment of the terms hereof by BDC and the Lender unless the interests of the Customer are directly affected thereby.
- 5.06 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.
- 5.07 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 5.08 This Agreement shall be governed by and construed in accordance with the laws of the province in which the business centre of the BDC is located as described on page 1.

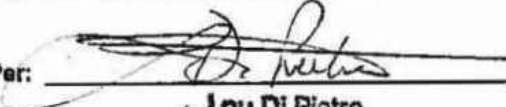
IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hand(s) of their duly authorized officer(s) on the date first above written.

BUSINESS DEVELOPMENT BANK OF CANADA

Per: 

Per: Jeff Crowe
Business Centre Manager

THE TORONTO-DOMINION BANK

Per: 

Per: Lou Di Pietro
Manager
Commercial Credit

CUTTING-EDGE TECHNOLOGIES LTD.

Per: _____

Per: _____

BUSINESS DEVELOPMENT BANK OF CANADA

Per: _____

Per: _____

THE TORONTO-DOMINION BANK

Per: _____

Per: _____

CUTTING-EDGE TECHNOLOGIES LTD.

Per: Mark A. Rusch
Mark A. Rusch, Vice-President and Secretary-Treasurer

Per: _____

SCHEDULE "A"

INTENTIONALLY BLANK

***THIS IS EXHIBIT "N" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

Execution Copy

SUBORDINATION AGREEMENT

TO: NORTH AMERICAN LIGHTING, INC. ("NAL")

FROM: THE TORONTO-DOMINION BANK ("Lender")

RE: CUTTING EDGE PRECISION SERVICES ULC, a British Columbia Corporation.
("Supplier")DATE: May 19, 2021

NAL may from time to time submit Purchase Orders or otherwise engage the services of Supplier to produce, manufacture, construct, build, refurbish or repair one or more molds or other tooling, and may from time to time request Supplier to hold or maintain possession of NAL property. For the purposes of this Agreement, such molds, tooling and property of NAL are collectively referred to as "NAL Property"). The possession by Supplier of any NAL Property is a bailment for hire by NAL to Supplier. Supplier irrevocably waives any and all lien and other rights it may now have or hereafter acquire upon or against any NAL Property, whether such lien is granted by statute, agreement, or otherwise.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby subordinates to NAL all present and future right, title and interest, including but not limited to any security interest, lien or other encumbrance, it may now have or hereafter acquire with respect to NAL Property, and any right to payment arising therefrom, to the existing and future rights of NAL in any NAL Property. Lender agrees that it will not rely upon any security interest, lien or other encumbrance, or financing statement or other filings, whether now existing or hereafter created, to claim priority as against NAL as it relates to NAL Property, or as it relates to NAL's right to take possession of, deal with, sell, transfer or otherwise dispose of NAL Property.

Accordingly, notwithstanding the granting of any security interest, lien or other encumbrance, or order of filing of any financing statements, or the perfection or non-perfection of any security interest, lien or other encumbrance, or the physical possession or control of NAL Property, Lender hereby acknowledges and agrees that Lender does not have and will not, under any circumstance except the express written grant by NAL to Lender of a security interest, acquire any right, title or interest in any NAL Property.

If Supplier defaults under any agreement with Lender, or if Lender intends to take possession of or exercise any control over any property in the possession of or under the control of Supplier, Lender shall immediately provide NAL with written notice of such default or intention. Such written notice shall be sent by overnight courier to North American Lighting, Inc., Attn: Tool Manager Cost Control, 2275 S. Main Street, Paris, Illinois 61944 and by email to: robert_eickhoff@nal.com. Lender will at all times promptly cooperate with NAL to enable NAL to take possession of all NAL Property, without payment of any amount by NAL to Lender.

Page 1 of 3

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NAL Subordination Agreement - Cutting Edge Precision Services ULC (Canada)

Lender shall promptly execute and deliver, or cause to be executed and delivered such other reasonable assurances, instruments or documentation necessary or desirable to enable NAL to obtain the full benefit of this Agreement.

Except as provided in this Agreement, nothing herein contained shall in any way prejudice or otherwise affect the rights of Lender as against Supplier.

No waiver, amendment or modification of any of the terms or conditions of this Agreement shall be valid unless agreed to in writing by NAL and Lender, and then only to the extent such writings expressly provide.

This Agreement shall be binding on the respective successors and assigns of the parties to this Agreement. NAL may at any time assign to any person or entity all or part of its right, title and interest in, under and to this Agreement without the consent, acknowledgement or notice to Supplier or Lender and any such assignee shall be entitled to all rights and benefits of this Agreement.

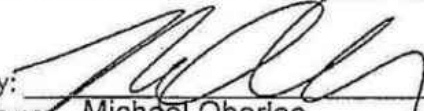
All claims or disputes relating to the obligations or relationship of the parties hereto pursuant to this Agreement including, but not limited to, the interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the state of Illinois, without reference to its conflicts of law provisions.

This Agreement may be executed by the parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart. The parties intend that counterparts so signed and exchanged shall be fully binding. Any signatures of the parties transmitted by facsimile or electronic mail shall be binding and effective as if an original.

[Balance of this page intentionally left blank – Signature Page follows]

The parties have executed this Agreement effective as of May 19, 2021.

NORTH AMERICAN LIGHTING, INC.

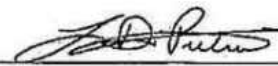
By: 
Name: Michael Oberlee
Title: Treasurer/Secretary

SUPPLIER:

CUTTING EDGE PRECISION SERVICES ULC

By: Sean O'Neil
Name: Sean O'Neil
Title: President

**LENDER:
THE TORONTO-DOMINION BANK**

By: 
Name: Lou Di Pietro
Title: Manager, Commercial Credit

***THIS IS EXHIBIT "O" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.



South West Ontario Commercial Banking Centre
156 Ouellette Ave Suite 200
Windsor, ON
N9A 1A4

Telephone No.: (519) 945 1301
Fax No.: (519) 945 2442

August 25, 2021

Cutting Edge Precision Services ULC

Attention: Sean O'Neil

Dear Sean,

We refer to the Letter Agreement dated November 27, 2015 and the subsequent Amending Agreements dated September 7, 2016, November 22, 2017, September 4, 2018, January 22, 2020, July 29, 2020 and February 25, 2021 signed by you in relation to the credit facilities (the "Facilities") granted to you by the bank.

One of your obligations (the "Obligation") under the Agreement is: Maintain a Total Liabilities to Tangible Net Worth ratio of less than 3.50x at all times, with increase to 3.9x at Sept 30 20.

The covenant is calculated using combined financial reporting for Proper Windsor Holdings ULC, Cutting Edge Precision Services ULC and SGM Real Estate Holdings ULC.

Total Liabilities is defined as the Borrower's total indebtedness less loans made by the shareholders to the Borrower and postponed in favour of the Bank including principal outstanding on operating leases.

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

As at December 31, 2020 based on year-end financial statements provided, total liabilities to tangible net worth ratio calculated per the above formula was 4.0 x as well as 4.04x based on March 31, 2021 quarterly reporting and you are in default of the obligation.

Going forward, the Bank requires compliance with the Obligation and with all other terms and conditions of the Agreement at all times. If you have any queries or comments, please do not hesitate to contact the writer.

Yours truly,

THE TORONTO-DOMINION BANK

Lou Di Pietro
Commercial Credit Manager

Casey Geneau
Senior Account Manager



South West Ontario Commercial Banking Centre
156 Ouellette Ave Suite 200
Windsor, ON
N9A 1A4

Telephone No.: (519) 945 1301
Fax No.: (519) 945 2442

September 1, 2021

Cutting Edge Precision Services ULC

Attention: Sean O'Neil

Dear Sean,

We refer to the Letter Agreement dated November 27, 2015 and the subsequent Amending Agreements dated September 7, 2016, November 22, 2017, September 4, 2018, January 22, 2020, July 29, 2020 and February 25, 2021 signed by you in relation to the credit facilities (the "Facilities") granted to you by the bank.

One of your obligations (the "Obligation") under the Agreement is: Maintain a Total Liabilities to Tangible Net Worth ratio of less than 3.50x at all times, with increase to 3.9x at Sept 30 20 and reduction back to 3.50x by December 31, 2021.

The covenant is calculated using combined financial reporting for Proper Windsor Holdings ULC, Cutting Edge Precision Services ULC and SGM Real Estate Holdings ULC.

Total Liabilities is defined as the Borrower's total indebtedness less loans made by the shareholders to the Borrower and postponed in favour of the Bank including principal outstanding on operating leases.

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

As at June 30, 2021 based on the quarterly financial statements provided, total liabilities to tangible net worth ratio calculated per the above formula was 4.2 x and you are in default of the obligation.

Going forward, the Bank requires compliance with the Obligation and with all other terms and conditions of the Agreement at all times. If you have any queries or comments, please do not hesitate to contact the writer.

Yours truly,

THE TORONTO-DOMINION BANK

Lou Di Pietro
Commercial Credit Manager

Casey Geneau
Senior Account Manager



South West Ontario Commercial Banking Centre
156 Ouellette Ave Suite 200
Windsor, ON
N9A 1A4

Telephone No.: (519) 945 1301
Fax No.: (519) 945 2442

November 5, 2021

Cutting Edge Precision Services ULC

Attention: Sean O'Neil

Dear Sean,

We refer to the Letter Agreement dated November 27, 2015 and the subsequent Amending Agreements dated September 7, 2016, November 22, 2017, September 4, 2018, January 22, 2020, July 29, 2020, February 25, 2021 and August 25, 2021 signed by you in relation to the credit facilities (the "Facilities") granted to you by the bank.

One of your obligations (the "Obligation") under the Agreement is: Maintain a Total Liabilities to Tangible Net Worth ratio of less than 3.50x at all times, with increase to 3.9x at Sept 30 20 and reduction back to 3.50x by December 31, 2021.

The covenant is calculated using combined financial reporting for Proper Windsor Holdings ULC, Cutting Edge Precision Services ULC and SGM Real Estate Holdings ULC.

Total Liabilities is defined as the Borrower's total indebtedness less loans made by the shareholders to the Borrower and postponed in favour of the Bank including principal outstanding on operating leases.

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

As at September 30, 2021 based on the quarterly financial statements provided, total liabilities to tangible net worth ratio calculated per the above formula was 4.2 x.

You are in default of the obligation and the Bank does not waive compliance with this Obligation. Please be advised that the Bank preserves all rights and remedies under any and all agreements and security provided in connection with the Facility. If you fail to rectify the default to the complete satisfaction of the Bank, the Bank will exercise any or all rights and remedies under such agreements and security, and or such rights and remedies as may otherwise be available to it at law.

Yours truly,

THE TORONTO-DOMINION BANK

Lou Di Pietro
Commercial Credit Manager

Casey Geneau
Senior Account Manager

***THIS IS EXHIBIT "P" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

PRIVATE & CONFIDENTIAL

December 17, 2021

VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL

Cutting Edge Precision Services ULC
3230 Moynahan Street
Oldcastle ON N0R 1L0

Cutting Edge Precision Services ULC
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2□7

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower") to The Toronto-Dominion Bank (the "Bank")*

Dear Sirs,

We are lawyers for the Bank.

Pursuant to a credit agreement dated November 27, 2015, as amended by agreements dated September 7, 2016, November 22, 2017, September 4, 2018, January 22, 2020, July 29, 2020 (collectively, the **□Credit Agreement□**), the Bank made certain credit facilities available to the Borrower, including a demand operating loan, a term loan and a demand VISA credit facility.

According to the Bank's records, the outstanding indebtedness owed by the Borrower to the Bank as of December 15, 2021 was \$5,210,342.55, as detailed in **Schedule "A"** enclosed herewith. Interest continues to accrue at the applicable rates under the Credit Agreement.

Payment of the indebtedness owed to the Bank is secured by, among other things, a General Security Agreement dated January 30, 2015 (collectively, the **□Security□**).

We are advised by the Bank that the Borrower is in default of its obligations under the Credit Agreement, as detailed in the Bank's letters dated August 25, 2021, September 1, 2021 and November 5, 2021.

By reason of such defaults, on behalf of the Bank, we hereby demand payment of the Borrower's indebtedness to the Bank. Unless payment of the aforesaid sum of \$5,210,342.55, together with additional interest accrued and fees and costs actually incurred to the date of payment are paid forthwith, the Bank shall take such steps as it deems necessary or desirable to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to the Borrower, which may include enforcement of the Security.

Enclosed please find the Bank's Notice of Intention to Enforce Security, which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
C□AITONS LLP



□arvey G. Chaiton
PARTNER
Encl.

Cc: The Toronto-Dominion Bank
SGM Real Estate □oldings ULC
Proper Windsor □oldings, ULC

SCHEDULE "A"

Credit Line 9524594-01	\$	4,770,000.00
Interest to Close		6,120.32
Total		4,776,120.32
Term Loan 9524594-12		433,222.23
Interest to Close		-
Total		433,222.23
Interest Per Diem		43.92
Visa Card Contingency		35,000.00
Discharge Fee		1,000.00
Total Amount	\$	5,210,342.55

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **Cutting Edge Precision Services ULC**, an insolvent person

Take notice that:

1. **The Toronto-Dominion Bank**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of Cutting Edge Precision Services ULC.
2. The security that is to be enforced includes, *inter alia*, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).
3. The total amount of indebtedness secured by the Security as at the close of business on December 15, 2021 is \$5,210,342.55 inclusive of principal, interest and fees (excluding costs).
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 17th day of December, 2021.

THE TORONTO-DOMINION BANK,
by its lawyers, Chaitons LLP



Per: _____

***THIS IS EXHIBIT "Q" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

PRIVATE & CONFIDENTIAL

December 17, 2021

VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL

SGM Real Estate □oldings ULC
3230 Moynahan Street
Oldcastle ON N0R 1L0

SGM Real Estate □oldings ULC
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2□7

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower") to The Toronto-Dominion Bank (the "Bank")*

Dear Sirs,

We are lawyers for the Bank.

Please find enclosed a copy of our letter to the Borrower dated December 17, 2021 demanding payment of the Borrower's indebtedness to the Bank.

Payment of the Borrower's indebtedness to the Bank was guaranteed by SGM Real Estate □oldings ULC (the "Company") pursuant to an unlimited guarantee dated October 25, 2016 (the "Guarantee").

The Company's liability under the Guarantee is payable on demand and is secured by, among other things, a general security agreement dated October 25, 2016.

On behalf of the Bank, we hereby demand payment of the Company's indebtedness to the Bank under the Guarantee. Payment of the total amount owing together with additional interest accrued and fees and legal costs actually incurred to the date of payment is to be made forthwith.

Enclosed please find our client's Notice of Intention to Enforce Security, which is served upon you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
C□AITONS LLP



□arvey G. Chaiton
PARTNER
Encl.

Cc: The Toronto-Dominion Bank

PRIVATE & CONFIDENTIAL

December 17, 2021

VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL

Cutting Edge Precision Services ULC
3230 Moynahan Street
Oldcastle ON N0R 1L0

Cutting Edge Precision Services ULC
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2□7

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower") to The Toronto-Dominion Bank (the "Bank")*

Dear Sirs,

We are lawyers for the Bank.

Pursuant to a credit agreement dated November 27, 2015, as amended by agreements dated September 7, 2016, November 22, 2017, September 4, 2018, January 22, 2020, July 29, 2020 (collectively, the **□Credit Agreement□**), the Bank made certain credit facilities available to the Borrower, including a demand operating loan, a term loan and a demand VISA credit facility.

According to the Bank's records, the outstanding indebtedness owed by the Borrower to the Bank as of December 15, 2021 was \$5,210,342.55, as detailed in **Schedule "A"** enclosed herewith. Interest continues to accrue at the applicable rates under the Credit Agreement.

Payment of the indebtedness owed to the Bank is secured by, among other things, a General Security Agreement dated January 30, 2015 (collectively, the **□Security□**).

We are advised by the Bank that the Borrower is in default of its obligations under the Credit Agreement, as detailed in the Bank's letters dated August 25, 2021, September 1, 2021 and November 5, 2021.

By reason of such defaults, on behalf of the Bank, we hereby demand payment of the Borrower's indebtedness to the Bank. Unless payment of the aforesaid sum of \$5,210,342.55, together with additional interest accrued and fees and costs actually incurred to the date of payment are paid forthwith, the Bank shall take such steps as it deems necessary or desirable to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to the Borrower, which may include enforcement of the Security.

Enclosed please find the Bank's Notice of Intention to Enforce Security, which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
C²AITONS LLP



Harvey G. Chaiton
PARTNER
Encl.

Cc: The Toronto-Dominion Bank
SGM Real Estate Holdings ULC
Proper Windsor Holdings, ULC

SCHEDULE "A"

Credit Line 9524594-01	\$	4,770,000.00
Interest to Close		6,120.32
Total		4,776,120.32
Term Loan 9524594-12		433,222.23
Interest to Close		-
Total		433,222.23
Interest Per Diem		43.92
Visa Card Contingency		35,000.00
Discharge Fee		1,000.00
Total Amount	\$	5,210,342.55

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **Cutting Edge Precision Services ULC**, an insolvent person

Take notice that:

1. **The Toronto-Dominion Bank**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of Cutting Edge Precision Services ULC.
2. The security that is to be enforced includes, *inter alia*, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).
3. The total amount of indebtedness secured by the Security as at the close of business on December 15, 2021 is \$5,210,342.55 inclusive of principal, interest and fees (excluding costs).
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 17th day of December, 2021.

THE TORONTO-DOMINION BANK,
by its lawyers, Chaitons LLP



Per: _____

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **SGM Real Estate Holdings ULC**, an insolvent person

Take notice that:

1. **The Toronto-Dominion Bank**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of SGM Real Estate Holdings ULC.
2. The security that is to be enforced includes, *inter alia*, a General Security Agreement dated October 25, 2016 (collectively, the **Security**).
3. The total amount of indebtedness secured by the Security as at the close of business on December 15, 2021 is \$5,210,342.55 inclusive of principal, interest and fees (excluding costs).
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 17th day of December, 2021.

THE TORONTO-DOMINION BANK,
by its lawyers, Chaitons LLP



Per: _____

PRIVATE & CONFIDENTIAL

December 17, 2021

VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL

Proper Windsor □oldings ULC
3230 Moynahan Street
Oldcastle ON N0R 1L0

Proper Windsor □oldings ULC
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2□7

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower") to The Toronto-Dominion Bank (the "Bank")*

Dear Sirs,

We are lawyers for the Bank.

Please find enclosed a copy of our letter to the Borrower dated December 17, 2021 demanding payment of the Borrower's indebtedness to the Bank.

Payment of the Borrower's indebtedness to the Bank was guaranteed by Proper Windsor □oldings ULC (the "Company") pursuant to an unlimited guarantee dated January 30, 2015 (the "Guarantee").

The Company's liability under the Guarantee is payable on demand and is secured by, among other things, a general security agreement dated January 30, 2015.

On behalf of the Bank, we hereby demand payment of the Company's indebtedness to the Bank under the Guarantee. Payment of the total amount owing together with additional interest accrued and fees and legal costs actually incurred to the date of payment is to be made forthwith.

Enclosed please find our client's Notice of Intention to Enforce Security, which is served upon you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
C□AITONS LLP



□arvey G. Chaiton
PARTNER
Encl.

Cc: The Toronto-Dominion Bank

PRIVATE & CONFIDENTIAL

December 17, 2021

VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL

Cutting Edge Precision Services ULC
3230 Moynahan Street
Oldcastle ON N0R 1L0

Cutting Edge Precision Services ULC
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2□7

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower") to The Toronto-Dominion Bank (the "Bank")*

Dear Sirs,

We are lawyers for the Bank.

Pursuant to a credit agreement dated November 27, 2015, as amended by agreements dated September 7, 2016, November 22, 2017, September 4, 2018, January 22, 2020, July 29, 2020 (collectively, the **□Credit Agreement□**), the Bank made certain credit facilities available to the Borrower, including a demand operating loan, a term loan and a demand VISA credit facility.

According to the Bank's records, the outstanding indebtedness owed by the Borrower to the Bank as of December 15, 2021 was \$5,210,342.55, as detailed in **Schedule "A"** enclosed herewith. Interest continues to accrue at the applicable rates under the Credit Agreement.

Payment of the indebtedness owed to the Bank is secured by, among other things, a General Security Agreement dated January 30, 2015 (collectively, the **□Security□**).

We are advised by the Bank that the Borrower is in default of its obligations under the Credit Agreement, as detailed in the Bank's letters dated August 25, 2021, September 1, 2021 and November 5, 2021.

By reason of such defaults, on behalf of the Bank, we hereby demand payment of the Borrower's indebtedness to the Bank. Unless payment of the aforesaid sum of \$5,210,342.55, together with additional interest accrued and fees and costs actually incurred to the date of payment are paid forthwith, the Bank shall take such steps as it deems necessary or desirable to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to the Borrower, which may include enforcement of the Security.

Enclosed please find the Bank's Notice of Intention to Enforce Security, which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
C□AITONS LLP



□arvey G. Chaiton
PARTNER
Encl.

Cc: The Toronto-Dominion Bank
SGM Real Estate □oldings ULC
Proper Windsor □oldings, ULC

SCHEDULE "A"

Credit Line 9524594-01	\$	4,770,000.00
Interest to Close		6,120.32
Total		4,776,120.32
Term Loan 9524594-12		433,222.23
Interest to Close		-
Total		433,222.23
Interest Per Diem		43.92
Visa Card Contingency		35,000.00
Discharge Fee		1,000.00
Total Amount	\$	5,210,342.55

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **Cutting Edge Precision Services ULC**, an insolvent person

Take notice that:

1. **The Toronto-Dominion Bank**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of Cutting Edge Precision Services ULC.
2. The security that is to be enforced includes, *inter alia*, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).
3. The total amount of indebtedness secured by the Security as at the close of business on December 15, 2021 is \$5,210,342.55 inclusive of principal, interest and fees (excluding costs).
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 17th day of December, 2021.

THE TORONTO-DOMINION BANK,
by its lawyers, Chaitons LLP



Per: _____

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **Proper Windsor Holdings ULC**, an insolvent person

Take notice that:

1. **The Toronto-Dominion Bank**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of Proper Windsor Holdings ULC.
2. The security that is to be enforced includes, *inter alia*, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).
3. The total amount of indebtedness secured by the Security as at the close of business on December 15, 2021 is \$5,210,342.55 inclusive of principal, interest and fees (excluding costs).
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 17th day of December, 2021.

THE TORONTO-DOMINION BANK,
by its lawyers, Chaitons LLP



Per: _____

***THIS IS EXHIBIT "R" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

April 1, 2011

VIA E-MAIL

Cutting Edge Precision Services LLC
333 Moynahan Street
Idcastle ON N6R 1K1

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower") to The Toronto-Dominion Bank (the "Bank")*

Dear Mr. O'Neil,

As you know, the Borrower is indebted to the Bank pursuant to a credit agreement dated November 1, 2010, as amended (the **Credit Agreement**).

As a result of Cutting Edge being in default of its obligations to the Bank on December 1, 2011, the Bank demanded payment of the Borrower's indebtedness to the Bank in full and delivered a notice of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada).

As of the date hereof, Cutting Edge had yet to repay its indebtedness to the Bank in full.

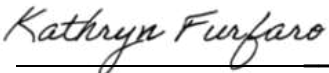
You have provided a proposal dated March 1, 2011 from FrontWell Capital Partners Inc. ("FrontWell") that contemplates FrontWell providing financing to the Borrower and its related parties which will enable the Borrower to repay the Bank in full by April 3, 2011.

The Bank is prepared to forbear, on a day to day basis, from enforcing its security until April 3, 2011. In consideration of the Bank's day to day forbearance, Cutting Edge agrees to pay to the Bank a fully earned and non-refundable work fee of \$10,000, which shall be paid contemporaneously with the execution of this letter. The Bank is authorized to debit the bank account of the Borrower maintained with the Bank for payment of the Work Fee.

The Bank has not waived and continues to reserve all of its rights and remedies available to it under the Credit Agreement or any other loan and security document, at law and in equity. All other terms and conditions under the Credit Agreement or any other loan and security documents remain in full force and effect, except to the extent of any actual conflict with the terms of this letter agreement, in which event, the terms of this letter agreement shall govern in respect of such conflict.

This letter agreement shall be of no force and effect unless by 4:00 pm EDT on April 1, 2011 it is signed and delivered to the Bank, along with receipt of the Work Fee by the Bank.

THE TORONTO-DOMINION BANK

Per: 
Name: Katie Furfaro
Title: Manager, Commercial Credit

I have the authority to bind the corporation

The undersigned hereby acknowledge and agree to the terms and conditions of this agreement.

Dated this 1 day of April, 2020.

CUTTING EDGE PRECISION SERVICES ULC

Per: Sean O'Neil
Name: Sean O'Neil
Title: President

I have authority to bind the corporation

***THIS IS EXHIBIT "S" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

May 9, 2022

VIA EMAIL

Cutting Edge Precision Services ULC
3230 Moynahan Street
Oldcastle ON N0R 1L0

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower") to The Toronto-Dominion Bank (the "Bank")*

Dear Mr. O'Neil,

As you know, the Borrower is indebted to the Bank pursuant to a credit agreement dated November 27, 2015, as amended (the "**Credit Agreement**").

As a result of Cutting Edge being in default of its obligations to the Bank, on December 17, 2021, the Bank demanded payment of the Borrower's indebtedness to the Bank in full and delivered a notice of intention to enforce security.

The Borrower previously advised the Bank that it had entered into a proposal with FrontWell Capital Partners Inc. ("**FrontWell**") with respecting to financing that would enable the Borrower to repay the Bank in full by April 30, 2022.

In the interim, the Bank agreed to forbear, on a day to day basis, from enforcing its security until April 30, 2022 to allow the Borrower to complete the refinancing with FrontWell.

As of the date hereof, the FrontWell refinancing has not been completed.

The Bank requires the Borrower to have completed the refinancing with FrontWell and have the Borrower's indebtedness to the Bank repaid in full by no later than May 20, 2022.

The Bank has not waived and continues to reserve all of its rights and remedies available to it under the Credit Agreement and any other loan and security document, at law and in equity. All other terms and conditions under the Credit Agreement and any other loan and security documents remain in full force and effect.

Yours truly,
CHAITONS LLP



Sam Rappos
PARTNER

Cc: The Toronto-Dominion Bank

***THIS IS EXHIBIT "T" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

PRIVATE & CONFIDENTIAL

May 27, 2022

VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL

Cutting Edge Precision Services ULC
3230 Moynahan Street
Oldcastle, ON N0R 1L0

Cutting Edge Precision Services ULC
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2G7

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower" or "Cutting Edge") to The Toronto-Dominion Bank (the "Bank")*

Dear Sirs,

We are lawyers for the Bank.

The Bank has made certain loan and credit facilities available to the Borrower pursuant to various loan and credit agreements (collectively, the **Loan Agreements**).

According to the Bank's records, the outstanding indebtedness owed by the Borrower to the Bank as of May 26, 2021 was CDN\$5,435,074.08 and US\$313,856.54 in principal and interest, as detailed in **Schedule "A"** enclosed herewith. Interest continues to accrue at the applicable rates under the Loan Agreements.

Payment of the indebtedness owed to the Bank is secured by, among other things, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).

In a letter dated December 17, 2021, we advised you that the Borrower was in default of its obligations under the Loan Agreements and demanded payment of the Borrower's indebtedness to the Bank.

Pursuant to a letter agreement dated April 1, 2022, the Bank agreed to forbear from enforcing the Security on a day to day basis until April 30, 2022 so that Cutting Edge could complete a refinancing.

The refinancing did not close by April 30, 2022.

In a letter dated May 9, 2022, the Bank informed Cutting Edge that it was required to repay the Bank in full by no later than May 20, 2022.

As of the date hereof, Cutting Edge has not repaid the Bank.

On behalf of the Bank, we hereby demand payment of the Borrower's indebtedness to the Bank. Unless payment of the aforesaid sums, together with additional interest accrued and fees and costs actually incurred to the date of payment are paid forthwith, the Bank shall take such steps as it deems necessary or desirable to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to the Borrower, which may include enforcement of the Security.

Enclosed please find the Bank's Notice of Intention to Enforce Security, which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
C²AITONS LLP



Sam Rappos
PARTNER
Encl.

Cc: The Toronto-Dominion Bank
SGM Real Estate ²oldings ULC
Proper Windsor ²oldings, ULC

SCHEDULE "A"

Credit Line 9524594-01	CDN \$5,105,000.00
Term Loan 9524594-12	CDN \$ 433,222.23
Total Amount	CDN \$5,435,074.08

Term Loan 9524594-11	US \$ 27,165.25
Term Loan 22024520	US \$286,691.29
Total Amount	US \$313,856.54

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **Cutting Edge Precision Services ULC**, an insolvent person

Take notice that:

1. **The Toronto-Dominion Bank**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of Cutting Edge Precision Services ULC.
2. The security that is to be enforced includes, *inter alia*, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).
3. The total amount of indebtedness secured by the Security as at the close of business on May 26, 2022 was CDN\$5,435,074.08 and US\$313,856.54 in principal and interest (excluding fees and costs).
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 27th day of May, 2022.

THE TORONTO-DOMINION BANK,
by its lawyers, Chaitons LLP



Per: _____
Sam Rappos

***THIS IS EXHIBIT "U" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

PRIVATE & CONFIDENTIAL

May 27, 2022

VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL

SGM Real Estate Holdings ULC
3230 Moynahan Street
Oldcastle ON N0R 1L0

SGM Real Estate Holdings ULC
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2E7

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower") to The Toronto-Dominion Bank (the "Bank")*

Dear Sirs,

We are lawyers for the Bank.

Please find enclosed a copy of our letter to the Borrower dated May 27, 2022 demanding payment of the Borrower's indebtedness to the Bank.

Payment of the Borrower's indebtedness to the Bank was guaranteed by SGM Real Estate Holdings ULC (the "**Company**") pursuant to an unlimited guarantee dated October 25, 2016 (the "**Guarantee**").

The Company's liability under the Guarantee is payable on demand and is secured by, among other things, a general security agreement dated October 25, 2016.

On behalf of the Bank, we hereby demand payment of the Company's indebtedness to the Bank under the Guarantee. Payment of the total amount owing together with additional interest accrued and fees and legal costs actually incurred to the date of payment is to be made forthwith.

Enclosed please find our client's Notice of Intention to Enforce Security, which is served upon you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Sam Rappos
PARTNER
Encl.

Cc: The Toronto-Dominion Bank

PRIVATE & CONFIDENTIAL

May 27, 2022

VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL

Cutting Edge Precision Services ULC
3230 Moynahan Street
Oldcastle, ON N0R 1L0

Cutting Edge Precision Services ULC
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2G7

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower" or "Cutting Edge") to The Toronto-Dominion Bank (the "Bank")*

Dear Sirs,

We are lawyers for the Bank.

The Bank has made certain loan and credit facilities available to the Borrower pursuant to various loan and credit agreements (collectively, the **Loan Agreements**).

According to the Bank's records, the outstanding indebtedness owed by the Borrower to the Bank as of May 26, 2021 was CDN\$5,435,074.08 and US\$313,856.54 in principal and interest, as detailed in **Schedule "A"** enclosed herewith. Interest continues to accrue at the applicable rates under the Loan Agreements.

Payment of the indebtedness owed to the Bank is secured by, among other things, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).

In a letter dated December 17, 2021, we advised you that the Borrower was in default of its obligations under the Loan Agreements and demanded payment of the Borrower's indebtedness to the Bank.

Pursuant to a letter agreement dated April 1, 2022, the Bank agreed to forbear from enforcing the Security on a day to day basis until April 30, 2022 so that Cutting Edge could complete a refinancing.

The refinancing did not close by April 30, 2022.

In a letter dated May 9, 2022, the Bank informed Cutting Edge that it was required to repay the Bank in full by no later than May 20, 2022.

As of the date hereof, Cutting Edge has not repaid the Bank.

On behalf of the Bank, we hereby demand payment of the Borrower's indebtedness to the Bank. Unless payment of the aforesaid sums, together with additional interest accrued and fees and costs actually incurred to the date of payment are paid forthwith, the Bank shall take such steps as it deems necessary or desirable to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to the Borrower, which may include enforcement of the Security.

Enclosed please find the Bank's Notice of Intention to Enforce Security, which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
C²AITONS LLP



Sam Rappos
PARTNER
Encl.

Cc: The Toronto-Dominion Bank
SGM Real Estate ²oldings ULC
Proper Windsor ²oldings, ULC

SCHEDULE "A"

Credit Line 9524594-01	CDN \$5,105,000.00
Term Loan 9524594-12	CDN \$ 433,222.23
Total Amount	CDN \$5,435,074.08

Term Loan 9524594-11	US \$ 27,165.25
Term Loan 22024520	US \$286,691.29
Total Amount	US \$313,856.54

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **Cutting Edge Precision Services ULC**, an insolvent person

Take notice that:

1. **The Toronto-Dominion Bank**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of Cutting Edge Precision Services ULC.
2. The security that is to be enforced includes, *inter alia*, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).
3. The total amount of indebtedness secured by the Security as at the close of business on May 26, 2022 was CDN\$5,435,074.08 and US\$313,856.54 in principal and interest (excluding fees and costs).
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 27th day of May, 2022.

THE TORONTO-DOMINION BANK,
by its lawyers, Chaitons LLP



Per: _____
Sam Rappos

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **SGM Real Estate Holdings ULC**, an insolvent person

Take notice that:

1. **The Toronto-Dominion Bank**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of SGM Real Estate Holdings ULC.
2. The security that is to be enforced includes, *inter alia*, a General Security Agreement dated October 25, 2016 (collectively, the **Security**).
3. The total amount of indebtedness secured by the Security as at the close of business on May 26, 2022 was CDN\$5,435,074.08 and US\$313,856.54 in principal and interest (excluding fees and costs).
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 27th day of May, 2022.

THE TORONTO-DOMINION BANK,
by its lawyers, Chaitons LLP



Per: _____
Sam Rappos

PRIVATE & CONFIDENTIAL

May 27, 2022

VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL

Proper Windsor Holdings ULC
3230 Moynahan Street
Oldcastle ON N0R 1L0

Proper Windsor Holdings ULC
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2G7

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower") to The Toronto-Dominion Bank (the "Bank")*

Dear Sirs,

We are lawyers for the Bank.

Please find enclosed a copy of our letter to the Borrower dated May 27, 2022 demanding payment of the Borrower's indebtedness to the Bank.

Payment of the Borrower's indebtedness to the Bank was guaranteed by Proper Windsor Holdings ULC (the "**Company**") pursuant to an unlimited guarantee dated January 30, 2015 (the "**Guarantee**").

The Company's liability under the Guarantee is payable on demand and is secured by, among other things, a general security agreement dated January 30, 2015.

On behalf of the Bank, we hereby demand payment of the Company's indebtedness to the Bank under the Guarantee. Payment of the total amount owing together with additional interest accrued and fees and legal costs actually incurred to the date of payment is to be made forthwith.

Enclosed please find our client's Notice of Intention to Enforce Security, which is served upon you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
CHAITONS LLP



Sam Rappos
PARTNER
Encl.

Cc: The Toronto-Dominion Bank

PRIVATE & CONFIDENTIAL

May 27, 2022

VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL

Cutting Edge Precision Services ULC
3230 Moynahan Street
Oldcastle, ON N0R 1L0

Cutting Edge Precision Services ULC
2800 Park Place, 666 Burrard Street
Vancouver, BC V6C 2G7

Attention: Sean O'Neil

Re: *Indebtedness of Cutting Edge Precision Services ULC (the "Borrower" or "Cutting Edge") to The Toronto-Dominion Bank (the "Bank")*

Dear Sirs,

We are lawyers for the Bank.

The Bank has made certain loan and credit facilities available to the Borrower pursuant to various loan and credit agreements (collectively, the **Loan Agreements**).

According to the Bank's records, the outstanding indebtedness owed by the Borrower to the Bank as of May 26, 2021 was CDN\$5,435,074.08 and US\$313,856.54 in principal and interest, as detailed in **Schedule "A"** enclosed herewith. Interest continues to accrue at the applicable rates under the Loan Agreements.

Payment of the indebtedness owed to the Bank is secured by, among other things, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).

In a letter dated December 17, 2021, we advised you that the Borrower was in default of its obligations under the Loan Agreements and demanded payment of the Borrower's indebtedness to the Bank.

Pursuant to a letter agreement dated April 1, 2022, the Bank agreed to forbear from enforcing the Security on a day to day basis until April 30, 2022 so that Cutting Edge could complete a refinancing.

The refinancing did not close by April 30, 2022.

In a letter dated May 9, 2022, the Bank informed Cutting Edge that it was required to repay the Bank in full by no later than May 20, 2022.

As of the date hereof, Cutting Edge has not repaid the Bank.

On behalf of the Bank, we hereby demand payment of the Borrower's indebtedness to the Bank. Unless payment of the aforesaid sums, together with additional interest accrued and fees and costs actually incurred to the date of payment are paid forthwith, the Bank shall take such steps as it deems necessary or desirable to recover payment of the Borrower's indebtedness in full, without further demand upon or notice to the Borrower, which may include enforcement of the Security.

Enclosed please find the Bank's Notice of Intention to Enforce Security, which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
C²AITONS LLP



Sam Rappos
PARTNER
Encl.

Cc: The Toronto-Dominion Bank
SGM Real Estate ²oldings ULC
Proper Windsor ²oldings, ULC

SCHEDULE "A"

Credit Line 9524594-01	CDN \$5,105,000.00
Term Loan 9524594-12	CDN \$ 433,222.23
Total Amount	CDN \$5,435,074.08

Term Loan 9524594-11	US \$ 27,165.25
Term Loan 22024520	US \$286,691.29
Total Amount	US \$313,856.54

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **Cutting Edge Precision Services ULC**, an insolvent person

Take notice that:

1. **The Toronto-Dominion Bank**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of Cutting Edge Precision Services ULC.
2. The security that is to be enforced includes, *inter alia*, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).
3. The total amount of indebtedness secured by the Security as at the close of business on May 26, 2022 was CDN\$5,435,074.08 and US\$313,856.54 in principal and interest (excluding fees and costs).
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 27th day of May, 2022.

THE TORONTO-DOMINION BANK,
by its lawyers, Chaitons LLP



Per: _____
Sam Rappos

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **Proper Windsor Holdings ULC**, an insolvent person

Take notice that:

1. **The Toronto-Dominion Bank**, a secured creditor, intends to enforce its security on all of the present and after-acquired property of Proper Windsor Holdings ULC.
2. The security that is to be enforced includes, *inter alia*, a General Security Agreement dated January 30, 2015 (collectively, the **Security**).
3. The total amount of indebtedness secured by the Security as at the close of business on May 26, 2022 was CDN\$5,435,074.08 and US\$313,856.54 in principal and interest (excluding fees and costs).
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 27th day of May, 2022.

THE TORONTO-DOMINION BANK,
by its lawyers, Chaitons LLP



Per: _____
Sam Rappos

***THIS IS EXHIBIT "V" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

FORBEARANCE AGREEMENT

THIS AGREEMENT is made as of the 24th day of August, 2022,

BETWEEN:

THE TORONTO-DOMINION BANK
(“**TD**” or the “**Bank**”)

– and –

CUTTING EDGE PRECISION SERVICES ULC
(the “**Borrower**”)

– and –

PROPER WINDSOR HOLDINGS ULC
(“**PWH**”)

– and –

SGM REAL ESTATE HOLDINGS ULC
(“**SGM**”)

RECITALS:

- A. The Borrower is indebted to the Bank pursuant to various loan agreements (collectively, the “**Loan Agreements**”).
- B. The Borrower, PWH and SGM (collectively, the “**Obligors**” and individually, an “**Obligor**”) have executed and delivered to the Bank the agreements described in **Schedule “A”** attached hereto as security for the indebtedness, liabilities and obligations owed by the Obligors to the Bank (collectively, the “**Security**”).
- C. The Borrower is in default of its obligations to the Bank under the Loan Agreements.
- D. By letter dated May 27, 2022, the Bank demanded payment of the Borrower’s indebtedness, liabilities, and obligations to TD and issued a Notice of Intention to Enforce Security (“**NITES**”) pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”).
- E. By letters dated May 27, 2022, the Bank demanded payment by PWH’s and SGM’s (collectively, the “**Guarantors**”) of their respective indebtedness, liabilities, and obligations to TD and issued NITES pursuant to section 244 of the BIA.

- F. At the request of the Obligors, the Bank has agreed to forbear from enforcing its Security, subject to and in accordance with the terms of this Forbearance Agreement (the “**Agreement**”).

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1 **Definitions.** In this Agreement, unless the context otherwise requires, all capitalized terms defined in the Loan Agreements and the Security and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreements and the Security, as applicable.
- 1.2 **Gender and Number.** Words importing the singular include the plural and vice versa and words importing gender include all genders.
- 1.3 **Time.** Time is of the essence in the performance of the Obligors’ obligations.
- 1.4 **Severability.** Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality, or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.
- 1.5 **Headings.** The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.6 **Entire Agreement.** This Agreement, the Loan Agreements and the Security together with the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understanding or other agreements, oral or written, express, implied, or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.
- 1.7 **Governing Law.** This Agreement shall be construed in accordance with the laws of Ontario and the laws of Canada applicable therein.
- 1.8 **Conflicts.** If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Loan Agreements and the Security or any other agreement executed in connection therewith or herewith, the provisions of this Agreement shall prevail to the extent of the inconsistency.

ARTICLE 2 - ACKNOWLEDGEMENTS

- 2.1 **Recitals.** The parties hereto acknowledge and agree that each of the foregoing recitals is true and accurate both in substance and in fact.
- 2.2 **Indebtedness.** The Borrower acknowledges that as of June 28, 2022, the amount owing to the Bank under the Loan Agreements and secured by the Security is CDN\$3,614,487.48 and US\$303,089.26 in principal and interest, as more particularly described in **Schedule “B”** attached hereto (together with all additional accrued interest, fees, costs, and other amounts payable under the Loan Agreements and the Security, the “**Indebtedness**”). The Borrower confirms that the Indebtedness is unconditionally owing to the Bank, it does not dispute that it is liable to pay the Indebtedness to the Bank on any ground whatsoever, it has no claim, demand, setoff or counterclaim against the Bank on any basis whatsoever, and there is no matter, fact or thing which may be asserted by it in extinction or diminution of the Indebtedness or result in any bar to or delay in the recovery thereof. If there are any claims for setoff, counterclaim, or damages, they are hereby expressly released and discharged.
- 2.3 **Default.** The Borrower acknowledges and agrees that it is in default of its obligations contained in the Loan Agreements and the Security, including without limitation by reason of its non-payment of the Indebtedness pursuant to the Borrower Demand (as such term is defined below).
- 2.4 **The Borrower.** The Borrower acknowledges and agrees that the Loan Agreements and the Security now held by the Bank for payment and performance of the Indebtedness have not been released, waived, or varied, and are valid, binding, and enforceable against it in accordance with their written terms.
- 2.5 **Guarantors.** The Guarantors confirm that they have respectively guaranteed the payment and performance of the Indebtedness and obligations owing by the Borrower to the Bank in accordance with the guarantees listed in Schedule “A” (collectively, the “**Guarantees**”). The Guarantors do not dispute their respective liability to the Bank under the Guarantees on any basis whatsoever and confirm that they have no claim for setoff, counterclaim, or damages on any basis whatsoever against the Bank. If there are any claims, they are hereby expressly released and discharged. The Guarantors confirm that the Guarantees have not been released, waived, or varied, that they are binding upon them and that they are valid and enforceable against them in accordance with their written terms.
- 2.6 **TD’s Rights.** Each Obligor acknowledges, confirms, and agrees that the Bank is entitled to exercise its rights and remedies under the Loan Agreements and the Security, at law and in equity. Each Obligor further acknowledges and agrees that except as provided in this Agreement, the Bank (by itself or through its employees or agents) has not made any promises, or taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Loan Agreements and the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel. Each Obligor acknowledges and agrees that by entering into

this Agreement, the Bank, except as provided in this Agreement, has not waived any of its rights under any of the Loan Agreements and the Security, including without limitation the Bank's right to take any enforcement action in connection with the enforcement of the Loan Agreements and the Security.

- 2.7 **Borrower Demand Letter and NITES.** The Borrower acknowledges receipt of a demand letter sent by lawyers for the Bank dated May 27, 2022 (the "**Borrower Demand**") wherein the Bank demanded immediate payment of its indebtedness, obligations, and liabilities to the Bank. The Borrower also acknowledges receipt of a NITES issued on behalf of the Bank pursuant to Section 244(1) of the BIA. The Borrower further acknowledges that the Borrower Demand and the NITES are valid and effective, and that the time given by the Bank for payment was reasonable. The Borrower agrees not to contest the validity of the Borrower Demand, the NITES, or the reasonableness of the time given for payment in any proceeding for any reason whatsoever.
- 2.8 **Guarantors Demand Letters and NITES.** The Guarantors each acknowledge receipt of a demand letter sent by lawyers for the Bank dated May 27, 2022 (collectively, the "**Guarantors Demands**"), wherein the Bank demanded immediate payment of the Guarantors' respective indebtedness, obligations, and liabilities to the Bank. The Guarantors also each acknowledge receipt of a NITES issued on behalf of the Bank pursuant to Section 244(1) of the BIA. The Guarantors further acknowledge that the Guarantors Demands and the NITES are valid and effective, and that the time given by the Bank for payment was reasonable. The Guarantors agree not to contest the validity of the Guarantors Demand, the NITES, or the reasonableness of the time given for payment in any proceeding for any reason whatsoever.

ARTICLE 3 - FORBEARANCE

- 3.1 The Obligors have requested, and the Bank has agreed to forbear from enforcing the Security, subject to and in accordance with the terms of this Agreement.
- 3.2 The Bank agrees not to take any steps to enforce the Security until the earlier of:
- (a) September 30, 2022 (or such later date as the Bank, acting in its sole discretion may agree to in writing); and
 - (b) the occurrence of an Event of Default,
- (hereinafter referred to as the "**Forbearance Termination Date**" and the period commencing on the date hereof and ending on (but excluding) the Forbearance Termination Date is the "**Forbearance Period**").

ARTICLE 4 - CONDITIONS

- 4.1 The Bank's agreement to forbear is conditional upon compliance, on or before 2:00 pm on August 26, 2022, with each of the following terms and conditions, which conditions have been inserted solely for the benefit of the Bank and may be waived by the Bank, in its sole and unfettered discretion:

- (a) the Obligors delivering executed copies of this Agreement; and
- (b) the Obligors making payment of \$25,000 of the Forbearance Fee (as defined below).

ARTICLE 5 - ADDITIONAL SECURITY

- 5.1 In consideration of the Bank's forbearance, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SGM covenants and agrees to deliver the following documents (collectively, the "**Additional Security**") to the Bank on or before 2:00 pm on September 2, 2022:
- (a) a charge/mortgage in registrable form in the principal amount of \$2.5 million granted by SGM in favour of the Bank with respect to property municipally known as 3230 Moynahan Street, Oldcastle, Ontario (the "**Real Property**");
 - (b) an assignment of rents in registerable form with respect to the Real Property; and
 - (c) such further documents, opinions and instruments as the Bank may reasonably require.
- 5.2 The Additional Security shall be in a form and substance acceptable to the Bank and its lawyers.
- 5.3 The Loan Agreements, the Security, and the Additional Security shall be collectively referred to herein as the "**Documents**".

ARTICLE 6 - COVENANTS AND AGREEMENTS

During the Forbearance Period:

- 6.1 **Principal and Interest.** The Borrower shall continue to pay to the Bank all regularly scheduled principal and interest payments owing under the Loan Agreements when due.
- 6.2 **Forbearance Fee.** In consideration for the Bank's forbearance and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Obligors shall pay to TD a fully earned and non-refundable forbearance fee of \$50,000 (the "**Forbearance Fee**"). \$25,000 of the Forbearance Fee shall be paid by the Borrower to the Bank contemporaneously with the execution of this Agreement. The remaining \$25,000 of the Forbearance Fee shall be paid by the Borrower to the Bank by no later than 2:00 pm on September 9, 2022. The Bank is authorized to debit the bank account of the Borrower maintained with the Bank for payment of the Forbearance Fee.
- 6.3 **Management.** The Obligors shall not permit there to be any change in their respective senior management without the prior written consent of the Bank acting reasonably.

- 6.4 **Reporting Requirements.** The Obligors are required to satisfy all reporting requirements set out in the Documents and shall promptly provide TD with whatever additional documentation and information that it may reasonably require.
- 6.5 **Priority Payables.** The Obligors shall keep current all of their obligations to their creditors who may have a lien, charge, security interest or deemed trust in their respective properties and assets which may rank in priority to the security held by the Bank on such properties and assets, including, without limitation, all amounts owing for wages, vacation pay, property tax, employee source deductions, harmonized goods and services tax, and provincial sales tax (collectively, the “**Priority Payables**”).
- 6.6 **Proof of Priority Payables.** The Obligors shall provide written evidence to the Bank, forthwith upon request made by the Bank, that all Priority Payables have been paid, such written evidence to be in a form and content to the satisfaction of TD in its sole and absolute discretion.
- 6.7 **Payments to Creditors.** The Obligors shall utilize their available cash in a manner so as to ensure their respective continued operation, and not to make any payments out of the ordinary course of business. During the Forbearance Period, the Borrower shall pay all of its suppliers effectively on a “cash-on-delivery” basis for product, services and materials supplied to the Borrower.
- 6.8 **Agreements Out of Ordinary Course.** The Obligors shall not enter into any material agreements out of the ordinary course of business, except with the prior written consent of the Bank, which consent may be withheld in the Bank’s sole discretion.
- 6.9 **Encumbrances, etc.** The Obligors shall not encumber, sell, transfer, convey, lease, or otherwise dispose of any of their respective assets or property out of the ordinary course of business without the prior written consent of the Bank, which consent may be withheld in the Bank’s sole discretion.
- 6.10 **Loans, Advances, etc.** The Obligors shall not, without the prior consent of the Bank, make any loans or advance money or property to any other person or invest in or purchase shares of another party or guarantee, assume or otherwise become responsible for the indebtedness, performance, or obligations of any other person.
- 6.11 **Remuneration.** Without the prior written consent of the Bank, the Obligors shall not make any distributions, directly or indirectly, to or for the benefit of any shareholder, director, officer, employee, or any other person not dealing at arm’s-length with the Obligors, other than the current remuneration paid by the Obligors to such individuals.
- 6.12 **Corporate Existence.** The Obligors shall maintain their corporate existence as valid and subsisting entities and shall not merge, amalgamate, or consolidate with any other corporation(s) without the Bank’s prior written consent.
- 6.13 **Access to Premises, Books and Records.** The Obligors shall upon request, permit the Bank and its representatives or agents, during normal business hours, to enter upon their

respective premises to inspect their respective property and assets, and to examine and take away copies of all books and records relating thereto.

- 6.14 **Notice of Default.** The Obligors shall forthwith provide the Bank with written notice of the occurrence of an Event of Default hereunder.
- 6.15 **Notice of Proceedings.** The Obligors shall provide the Bank with notice of the commencement of any legal proceeding brought by any person against them within one Business Day of receipt of same, and provide the Bank with a copy of the relevant pleadings and diligently keep the Bank current and up to date with respect to the status of any such proceeding;
- 6.16 **Material Contracts.** The Obligors shall not surrender, terminate, repudiate, or amend, vary, or modify in a manner adverse to the Bank acting reasonably, any material contract with respect to its property and assets without the prior written consent of the Bank which may be withheld in the Bank's discretion, acting reasonably.
- 6.17 **Other Agreements.** The covenants and other terms and conditions contained in the Documents shall continue in full force and effect, except that, to the extent there exists any actual inconsistency between such provisions and the provisions of this Agreement, the provisions of this Agreement shall govern; and
- 6.18 **Insolvency Proceedings.** The Obligors shall not commence any proceedings under the BIA, the *Companies' Creditors Arrangement Act* (Canada) ("CCAA"), or similar legislation without the Bank's prior written consent. In the event that any Obligor commences such proceedings, they agree that the Bank shall be an "unaffected creditor" under any such proceedings and hereby consents to a court order lifting any stay of proceeding as against the Bank.

ARTICLE 7 - DEFAULT

- 7.1 **Events of Default.** Any one or more of the following events will constitute an event of default under this Agreement (each an "**Event of Default**"):
- (a) the non-payment when due of any principal, interest, or other amounts payable by any Obligor to the Bank under this Agreement or the Documents;
 - (b) a default or breach of any obligation, promise, covenant, term, or condition occurs under this Agreement or the Documents after execution of this Agreement;
 - (c) any representation or warranty made by any Obligor in the Documents, or in any certificate or other document delivered to the Bank in connection with the Documents, or this Agreement, is false or misleading in any material respect;
 - (d) the Borrower has failed to deliver the Additional Security to TD by 2:00 pm on September 2, 2022;

- (e) the Borrower has failed to pay \$25,000 of the Forbearance Fee to TD by 2:00 pm on September 9, 2022;
- (f) the Borrower has failed to irrevocably repay the Indebtedness to TD in full by September 30, 2022;
- (g) any change of ownership, control or management of any Obligor, without the prior written consent of the Bank;
- (h) any default occurs under any material contract which would permit the counter party to terminate the contract;
- (i) any Obligor ceases or threatens to cease to carry on its business or a substantial part thereof in the ordinary course;
- (j) any Obligor becomes insolvent or bankrupt, or makes or files a petition, application, proposal, a notice of intention to make a proposal or an assignment for the benefit of creditors under the BIA, the CCAA, or comparable legislation in Canada or any other jurisdiction; an application for a bankruptcy order or for the appointment of a receiver, receiver and manager or interim receiver is filed against any Obligor; a receiver is appointed with respect to any Obligor; or, if proceedings are initiated under any legislation by or against any Obligor for its restructuring, liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
- (k) any person takes possession of all or any material part of the property of any Obligor by distress or execution or similar process is levied or enforced against all or any material part of the property of any Obligor;
- (l) any other creditor of any Obligor exercises or purports to exercise any rights against any of the property, assets or undertaking of any Obligor;
- (m) the non-payment when due of any Priority Payables amount owed by any Obligor;
- (n) any default occurs under any other credit, loan or security agreement executed and delivered by any Obligor to any other creditor;
- (o) if any financial reporting information provided by or on behalf of the Obligors to the Bank proves to be false, misleading, inaccurate, or incorrect in any material respect, or if there is a failure to provide the Bank with such financial reporting or other information as they may require from time to time acting reasonably; or
- (p) if the Bank, in its sole and absolute discretion, acting reasonably, determines that there's a material adverse change after the date of this Agreement in the business or financial condition of any Obligor or the ability of the Bank to recover payment of the Indebtedness has been or will be impaired.

7.2 **Remedies.** In addition to the Bank's rights and remedies available under the Documents and under this Agreement, at law or in equity, on the Forbearance Termination Date or upon the occurrence of an Event of Default, whichever is earlier:

- (a) the outstanding balance of the Indebtedness owing by the Borrower to the Bank shall, at the option of the Bank, become immediately due and payable; and
- (b) the Documents shall, at the Bank's option, become enforceable in accordance with their terms, including without limitation the Bank's right to the appointment of a private receiver or the court appointment of an interim receiver, national receiver and receiver and manager of the property, assets and undertakings of any of the Obligors.

ARTICLE 8 - CONSENTS

- 8.1 Subject to applicable law, upon the occurrence of an Event of Default, the Obligors consent to any action by the Bank in connection with the enforcement of the Documents, without the necessity of further notice or demand, and hereby agree not to directly or indirectly commence, carry on, consent to, or be a party in any way to any proceeding which would constrain any such action or which would call into question the validity or enforceability of the Indebtedness, and/or the Documents. Without limiting the generality of the foregoing, upon or after the occurrence of an Event of Default, the Obligors each hereby irrevocably consent to the private or Court appointment of a receiver in respect of any or all of the property or assets of each of the Obligors.
- 8.2 Concurrently with the execution of this Agreement, the Obligors shall each execute the consent in the form attached hereto as **Schedule "C"** to an Order of the Superior Court of Justice (Commercial List) appointing a receiver in respect of any or all of the property or assets of each of the Obligors. The consent may be utilized by the Bank at any time upon or after the occurrence of an Event of Default, acting in the Bank's sole and unfettered discretion.

ARTICLE 9 - GENERAL PROVISIONS

- 9.1 **Reimbursement.** The Obligors agree to reimburse the Bank in respect of all reasonable expenses (including fees and disbursements at its lawyers' normal charges) which the Bank has incurred or will incur in connection with the review of the Security, the negotiation and preparation of this Agreement and the Additional Security, and the administration and the enforcement of the Documents and this Agreement. To the extent such expenses have not been included in the Indebtedness, the Bank may pay such expenses directly and the amount so paid shall form part of the Indebtedness, shall bear interest from the date of payment at the highest rate payable by the Obligors for any of the Indebtedness to the Bank, and shall be secured by the Security.
- 9.2 **Release.** The Obligors hereby absolutely and irrevocably release, remise, acquit and forever discharge the Bank, its officers, directors, employees, agents and lawyers (all of the foregoing hereinafter called the "**Released Parties**") from any and all actions and causes of action, suits, claims, demands, liabilities, obligations, damages and expenses of

any and every character, known or unknown, direct or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any fact, matter or things done, omitted or suffered to be done by the Released Parties prior to and including the date of execution hereof, and in any way directly or indirectly arising out of or in any way connected to this Agreement, the Documents, and the administration and enforcement of the Documents and this Agreement (the “**Released Matters**”). The Obligors acknowledge that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. The Obligors represent and warrant to the Released Parties that they have not purported to transfer, assign, or otherwise convey any of their respective rights, title or interest in any Released Matter to any other person and that the foregoing constitutes a full and complete release of all Released Matters. The foregoing release shall survive the termination of this Agreement and the Documents, and payment in full of the Indebtedness.

- 9.3 **Independent Legal Advice.** The Obligors acknowledge that, in executing and delivering this Agreement, they have acted and continue to act freely and without duress. The Obligors acknowledge that the actions of the Bank in entering into this Agreement have been fair and reasonable and that the Bank (i) has not acted in a managerial capacity with respect to the Obligors, and (ii) has no fiduciary duty to the Obligors in connection with this Agreement, or the Documents. The Obligors confirm that they have had the benefit of independent legal advice in connection with the negotiation of this Agreement. The Obligors hereby waive and agree not to assert or cause to be asserted any defence, right or claim with respect to any matter set forth in this Agreement.
- 9.4 **Capacity and Authority.** The Obligors represent and warrant to the Bank that they have the capacity and authority to enter into and perform their obligations under this Agreement.
- 9.5 **Necessary Proceedings.** The execution and delivery of this Agreement and the performance by the Obligors of their obligations hereunder have been duly authorized by all necessary proceedings.
- 9.6 **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Agreement (a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

(a) in the case of a Notice to the Bank at:

The Toronto-Dominion Bank
3140 Dufferin Street
Toronto ON M6A 2T1

Attention: Kathryn Furfaro and Abner Pennings
E-mail: kathryn.furfaro@td.com and abner.pennings@td.com

and with a copy to:

Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Attention: Sam Rappos
E-mail: samr@chaitons.com

(b) in the case of a Notice to the Obligors:

Cutting Edge Precision Services ULC
3230 Moynahan Street
Oldcastle, ON N0R 1L0

Attention: Sean O'Neil
E-mail: soneil@proper.net

and with a copy to:

McTague Law Firm LLP
455 Pelissier Street
Windsor, ON N9A 6Z9

Attention: Jeff MacKinnon
E-mail: jmackinnon@mctaguelaw.com

The date of receipt of such notice shall be the date of the actual delivery to the address specified if delivered or the date of actual transmission to the electronic address if sent by electronic communication, respectively, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission. "**Business Day**" means a day other than a Saturday, Sunday, statutory holiday in the Province of Ontario, or any other day on which the Schedule 1 Canadian Chartered Banks located in the City of Toronto are not open for business during normal banking hours.

- 9.7 **Assignment.** The Obligors may not assign this Agreement or any rights or obligations under this Agreement except with the prior written consent of the Bank which may be withheld in the Bank's sole discretion.
- 9.8 **Amendment.** No amendment, modification, waiver of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.
- 9.9 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party), and permitted assigns.

- 9.10 **No Third-Party Beneficiaries.** Unless expressly stated herein, this Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.
- 9.11 **No Novation.** This Agreement shall not constitute and shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of the Loan Agreements and the Security.
- 9.12 **Execution and Delivery.** This Agreement may be executed in counterparts, and acceptance of this Agreement may be provided by email transmission in PDF format and, on such execution and transmission, this Agreement shall be binding on the parties with the same force and effect as if originally executed.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS OF WHICH the parties have duly executed this Agreement on the date described above.

THE TORONTO-DOMINION BANK

Per: K. Furfaro

Name:

Title: K. Furfaro

Manager, Commercial Credit - Financial Restructuring Group

We have authority to bind the corporation.

**CUTTING EDGE PRECISION SERVICES PROPER WINDSOR HOLDINGS ULC
ULC**

Per: Sean O'Neil

Name:

Title:

I have authority to bind the corporation

Per: Sean O'Neil

Name:

Title:

I have authority to bind the corporation

SGM REAL ESTATE HOLDINGS ULC

Per: Sean O'Neil

Name:

Title:

I have authority to bind the corporation

SCHEDULE "A"

SECURITY

1. General Security Agreement dated January 2015 executed by the Borrower
2. General Security Agreement dated January 30, 2015 executed by Proper
3. General Security Agreement dated October 2016 executed by SGM
4. Guarantee dated January 30, 2015 executed by Proper
5. Guarantee dated October 25, 2016 executed by SGM

SCHEDULE "B"

INDEBTEDNESS

CDN\$

BCRS Operating Line: 9524594-01 3880	3,266,552.66
CAD Equipment loan: 9524594-12 3880	309,990.00
VISA 4520 **** * 3198	896.37
VISA 4520 **** * 5770	1,048.45
VISA Contingency	35,000.00
Discharge Fee	1,000.00
TOTAL	\$3,614,487.48

US\$

Equipment Loan: 9524594-11 3880	18,196.74
Wells Fargo/TDEF Loan: 22024520	284,892.52
TOTAL	\$303,089.26

SCHEDULE “C”

CONSENT

TO: TORONTO-DOMINION BANK

CUTTING EDGE PRECISION SERVICES ULC, PROPER WINDSOR HOLDINGS ULC and SGM REAL ESTATE HOLDINGS ULC each hereby consents to the appointment of a receiver or receiver and manager in respect of its property, assets and undertaking pursuant to an Order of the Superior Court of Justice (Commercial List), in form and substance satisfactory to The Toronto-Dominion Bank.

DATED at Windsor, Ontario this 26th day of August, 2022

**CUTTING EDGE PRECISION SERVICES PROPER WINDSOR HOLDINGS ULC
ULC**

Per: Sean O'Neil
Name:
Title:

Per: Sean O'Neil
Name:
Title:

I have authority to bind the corporation

I have authority to bind the corporation

SGM REAL ESTATE HOLDINGS ULC

Per: Sean O'Neil
Name:
Title:

I have authority to bind the corporation

***THIS IS EXHIBIT "W" TO THE
AFFIDAVIT OF KATHRYN FURFARO
SWORN BEFORE ME THIS
7TH DAY OF OCTOBER, 2022***



.....
A Commissioner Etc.

Court File No.

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

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

**CUTTING EDGE PRECISION SERVICES ULC,
PROPER WINDSOR HOLDINGS ULC and
SGM REAL ESTATE HOLDINGS ULC**

Respondents

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

CONSENT

ALBERT GELMAN INC. (“AGI”) hereby consents to act as Court-appointed receiver, without security, of all of the assets, undertakings and properties of the Respondents pursuant to subsection 243(1) of *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.

DATED this 7th day of October, 2022

ALBERT GELMAN INC.

By:  _____

Name: Bryan Gelman

Position: Managing Director

I have authority to bind the corporation

THE TORONTO-DOMINION BANK
Applicant

-and-

CUTTING EDGE PRECISION SERVICES ULC *et al*
Respondents
Court File No. CV-22-00688427-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPLICATION RECORD
(re appointment of Receiver)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Sam Rappos (LSO No. 51399S)
Tel: (416) 218-1137
E-mail: samr@chaitons.com

Lawyers for the Applicant,
The Toronto-Dominion Bank