Court File No. CV-26-00001912-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

3S INTERNATIONAL INC., YYZ LIGHTING INC. and
SAJEEB KOYA KUNJU

Respondents

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

APPLICATION RECORD

(Appointment of Receiver)

June 26, 2026

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
One Main Street West
Hamilton, ON L8P 4Z5

Tel: 905-540-8208

Bart Sarsh (LSO No. 59208N)
Tel: 905-540-3242
Bart.Sarsh@gowlingwlg.com

Lawyers for the Applicant

TO:

<table>
<tr><th colspan="2">THE SERVICE LIST
(as at June 26, 2026)</th></tr>
<tr><td>GOWLING WLG (CANADA) LLP
One Main Street West
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Bart Sarsh (LSO No. 59208N)
Tel: 905-540-3242
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Lawyers for the Applicant</td><td></td></tr>
<tr><th colspan="2">RESPONDENTS</th></tr>
<tr><td>3S INTERNATIONAL INC.
3335 Hollywood Court
Pickering, ON L1X 0A3

1175 Squires Beach Road, Unit 1
Pickering, ON L1W 3V3

Attention: Sajeeb Koya Kunju
Email: sajeeb@3SLight.com

Respondent</td><td>YYZ LIGHTING INC.
1175 Squires Beach Road, Unit 1
Pickering, ON L1W 3V3

Attention: Sajeeb Koya Kunju
Email: sajeeb@3SLight.com

Respondent</td></tr>
<tr><td>SAJEEB KOYA KUNJU
3335 Hollywood Court
Pickering, ON L1X 0A3

Email: sajeeb@3SLight.com

Respondent</td><td></td></tr>
</table>

PROPOSED RECEIVER	
ALBERT GELMAN INC. 1503-150 Ferrand Drive, Toronto, ON M5H 3G2 **Bryan Gelman** Tel: 416 504 1650 ext. 115 Email: bgelman@albertgelman.com **Tom McElroy** Tel: 437-371-2883 Email: tmcelroy@albertgelman.com Proposed Receiver	**MILLER THOMSON LLP** 40 King St W Suite 6600, Toronto, ON M5H 3S1 **Craig A. Mills** Tel: 416 595 8569 Email: cmills@millerthomson.com **Matthew Cressatti** Tel: 416 597 4311 Email: mcressatti@millerthomson.com Lawyers for the Proposed Receiver
SECURED CREDITORS	
THE TORONTO-DOMINION BANK 55 King Street West Toronto, ON M5K 1A2	**TESLA MOTORS CANADA ULC** 3401 Dufferin Street, Suite 320 Toronto, ON M6A2T9
ROYAL BANK OF CANADA 180 Wellington Street West Toronto, ON M5J 1J1	**NISSAN CANADA INC.** 5290 Orbitor Drive Mississauga, ON L4W 4Z5

GOVERNMENT	
ATTORNEY GENERAL OF CANADA Department of Justice Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: agc-pgc.toronto-tax-fiscal@justice.gc.ca	**OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA** 151 Yonge Street, 4th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca
ONTARIO MINISTRY OF FINANCE (INSOLVENCY UNIT) Legal Services Branch 33 King Street West, 6th Floor Oshawa, ON L1H 8H5 Email: insolvency.unit@ontario.ca	

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bart.sarsh@gowlingwlg.com; bgelman@albertgelman.com;agc-pgc.toronto-tax-fiscal@justice.gc.ca; osbservice-bsfservice@ised-isde.gc.ca; tmcelroy@albertgelman.com insolvency.unit@ontario.ca; sajeeb@3SLight.com; mcressatti@millerthomson.com ; cmills@millerthomson.com

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INDEX

TAB 1

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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 *(choose one of the following)*

☐ In person
☐ By telephone conference
☒ By video conference

at the following location:

Ontario Superior Court of Justice

150 Bond Street East, Oshawa, Ontario, L1G 0A2

on **Thursday, July 9, 2026 at 9:30 a.m.**

the Zoom link to be provided by the Court

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

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

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

Issued by __________________________________
Local Registrar

Address of court office: 150 Bond Street East, Oshawa, Ontario, L1G 0A2

TO: **THE SERVICE LIST**

GOWLING WLG (CANADA) LLP One Main Street West Hamilton, ON L8P 4Z5 Tel: 905-540-8208 **Bart Sarsh (LSO No. 59208N)** Tel: 905-540-3242 Email: bart.sarsh@gowlingwlg.com Lawyers for the Applicant	
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SAJEEB KOYA KUNJU 3335 Hollywood Court Pickering, ON L1X 0A3 Email: sajeeb@3SLight.com Respondent	
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APPLICATION

1. The Applicant, Caisse Desjardins Ontario Credit Union Inc. (the "**Caisse**"), makes an Application for:

(a) if necessary, an Order abridging the time for service and filing of the Application Record and dispensing with service on any person other than those served; and

(b) an Order substantially in the form contained at **Tab 3** of the Application Record (the **"Appointment Order"**) appointing Albert Gelman Inc. ("**AGI**") as the receiver and manager (in such capacities, the "**Receiver**") without security, over all property, assets and undertakings of 3S International Inc. ("**3S**" or the "**Borrower**" or the "**Debtor"**) acquired for, or used in relation to, the business carried on by the Debtor including all proceeds thereof (the "**Property**") pursuant to s. 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**") and s. 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended (the "**CJA**"); and

(c) Such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE APPLICATION ARE:

I. THE PARTIES

2. The Caisse is a credit union established under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11.

3. 3S is a company incorporated pursuant to the laws of Ontario, with a registered office in Pickering, Ontario.

4. YYZ Lighting Inc. ("**YYZ**") is a company incorporated pursuant to the laws of Ontario, with a registered office in Pickering, Ontario. YYZ provided a limited personal guarantee of certain credit facilities, described below (a "**Guarantor**"), issued by the Caisse to 3S.

5. Sajeeb Koya Kunju ("**Kunju**") is an individual residing in Pickering, Ontario and is the director of 3S and YYZ. Kunju provided a limited personal guarantee of certain credit facilities, described below (a "**Guarantor**"), issued by the Caisse to 3S.

6. YYZ and Kunju are named in the Application to facilitate co-operation with the Receiver, once appointed

II. CREDIT FACILITIES

7. The Caisse (as lender), 3S (as borrower), and YYZ and Kunju (as guarantors) entered into two separate Variable Credit Agreements each on July 17, 2024 (the "**Loan Agreements**"). The Loan Agreements were renewed on October 10, 2025.

8. Pursuant to the first Loan Agreement signed on July 17, 2024, the Caisse advanced variable credit in the total principal amount of $4,000,000.00. The amounts advanced would bear interest, calculated monthly at the Caisse's prime rate increased by 1.00% per annum. At the time that the Loan Agreement was signed, the Caisse's prime rate was 6.950%.

9. Pursuant to the second Loan Agreement also signed on July 17, 2024, the Caisse advanced variable credit in the total principal amount of $1,000,000.00. The amounts advanced would bear interest, calculated monthly at the Caisse's prime rate increased by 1.00% per annum. At the time that the Loan Agreement was signed, the Caisse's prime rate was 6.950%.

10. On August 23, 2024, 3S, YYZ, and Kunju signed an Acknowledgment re. Cross-Default in favour of the Caisse (the "**Acknowledgment**"). The Acknowledgment relates to the two Loan Agreements—a loan designated as the "One Million Loan" and a loan designated the "Four Million Loan."

11. To secure the Loan Agreements, 3S, YYZ, and Kunju provided the Caisse with substantially identical security packages (collectively, the "**One Million Security Documents**" and the "**Four Million Security Documents**," respectively), including General Security Agreements granting first-ranking security interests on all present and after-acquired personal property of 3S registered in Ontario, the Guarantees, a guarantee from Export Development Canada, assignments of insurance, and related ancillary documents.

12. The Acknowledgment was executed by Kunju as authorized signing officer of 3S, by Sabitha Sajeeb as president of YYZ, and by Kunju in his personal capacity.

13. Pursuant to the Acknowledgment, the undersigned confirmed that:

(a) the One Million Security Documents shall stand as security for both the One Million Loan and the Four Million Loan, and reciprocally, that the Four Million

Security Documents shall stand as security for both the Four Million Loan and the One Million Loan.

(b) any default under either the One Million Loan or the Four Million Loan, or under any security provided to the Lender thereunder — including but not limited to the One Million Security Documents and the Four Million Security Documents — shall, at the sole discretion of the Caisse, constitute concurrent default under any or all of the loans.

14. The Acknowledgment provides that the Caisse is entitled at all times to proceed against all or any portion of the security it holds, in such order and manner as it shall in its sole discretion deem fit, without waiving any of its rights with respect to the remaining security, and that the exercise of any such remedies shall in no way affect or diminish the Borrower's liability under the remaining security. The terms and obligations of the One Million Offer and the Four Million Offer otherwise continue in full force and effect.

15. The personal property security in favour of the Caisse was registered on August 26, 2024, against 3S as related to the applicable personal property of 3S in the provincial registry maintained under the Personal Property Security Act (Ontario), R.S.O. 1990, c P.10 (the "**PPSA**") under File No. 508547196 and Registration No. 20240826 1440 1590 5797.

The Guarantees

16. YYZ signed a General Guarantee and Postponement of Claim in favour of the Caisse securing the amount of $5,000,000.00 together with all fees and interest in respect of all indebtedness, liabilities and obligations of 3S (the "**YYZ Guarantee**").

17. Kunju signed a General Guarantee and Postponement of Claim in favour of the Caisse securing the amount of $1,250,000.00 together with all fees and interest in respect of all indebtedness, liabilities and obligations of 3S (the "**Kunju Guarantee**") (the YYZ Guarantee and the Kunju Guarantee are collectively referred to as the "**Guarantees**").

18. Pursuant to the terms of the Guarantees (in conjunction with the Loan Agreements), both YYZ and Kunju unconditionally guaranteed to the Caisse the immediate payment of the Indebtedness subject to the limits stipulated in each Guarantee plus applicable interest, costs and expenses as set out in each of the Guarantees (the "**Guaranteed Amount**") upon written demand for payment from the Caisse.

19. 3S signed a General Security Agreement dated August 23, 2024.

III. DEFAULTS, DEMANDS, AND NOTICE OF INTENTION TO ENFORCE

20. Numerous events of default under the Loan Agreements have occurred.

21. 3S's defaults are existing and continuing, including, but not limited to the defaults described below:

(a) 3S has failed to make prompt payment of the amounts due under the Loan Agreement and this is an event of default under paragraph 16(i) of the Loan

Agreement because 3S "fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution".

(b) 3S's bank account is in overdraft of $12,667.57 as of April 7, 2026;

(c) There are interest arrears of $44,329.33 due under the Loan Agreement as of April 7, 2026;

(d) 3S has failed to provide the documents for the monthly borrowing base for February 2026 and March 2026;

(e) There are 32 NSF charges in 2026 as of April 1, 2026;

(f) 3S's landlord has declared default and terminated the commercial lease of the business premises and 3S has stopped operating its business;

(g) 3S is in arrears of its payroll obligations to the Canada Revenue Agency;

(h) 3S has failed to hold its main operating account at the Caisse and carry out all of its transactions through that account in accordance with paragraph 5 of the Loan Agreement.

22. On April 9, 2026, Gowling WLG (Canada) LLP (**"Gowlings"**) acting on behalf of the Caisse issued the following to 3S, YYZ and Kunju as the Guarantors:

(a) a demand for payment (the "**Demand Letter**") of the total indebtedness owing as of April 7, 2026 plus interest and legal costs to the Caisse as set out in Schedule "B" to the Demand Letter by the deadline of April 20, 2026; and

(b) a Notice of Intention to Enforce Security on the property of 3S pursuant to section 244(1) of the BIA (the "**BIA 244 Notice**").

IV. CORRESPONDENCE WITH 3S

23. On April 6, 2026, Kunju sent an email to the Caisse advising that the current geo-political issues and war scenario in the Middle East had affected 3S's cash flow and stated that he was left with no option, but to close the facility and honour his personal guarantee. He further advised that he had listed his property for sale, with proceeds to go towards fulfilling the personal guarantee and that he had retained lawyer Tariq Shah ("**Mr. Shah**") at Shah & Shah Lawyers.

24. On April 6, 2026, the Caisse emailed Kunju advising that the file had been transferred to the special loans department and requesting a virtual meeting to discuss, among other things, the current situation, the company's assets, and a potential forbearance agreement. On April 7, 2026, Kunju confirmed his availability and a Microsoft Teams meeting was scheduled for April 8, 2026, with both parties' counsel in attendance.

25. On April 7, 2026, Export Development Canada ("**EDC**") contacted the Caisse regarding EDC Claim 260639 concerning 3S as the insured, with the buyer being Branch of Sinohydro Corporation Limited. EDC advised that it was reviewing a claim and, given

that there was a direction to pay attached to 3S's policy, requested confirmation of whether claim payments and recoveries should be sent to 3S or to the Caisse.

26. On April 14, 2026, Mr. Shah emailed Gowlings advising that 3S had laid off almost all of its employees due to financial difficulties, that Kunju was not in a position to provide all of the documents and information requested in the demand of April 9, 2026, but that he would make every effort to provide what he could by the end of the month. Mr. Shah also attached the landlord's notice of termination of the commercial lease referred to above.

27. On April 16, 2026, Gowlings sent an Authorization and Direction to Kunju and Mr. Shah requesting that it be signed so that the Caisse could communicate with EDC regarding the insurance policy. On April 20, 2026, Kunju returned the signed Authorization and Direction.

28. No further communication has taken place.

29. On May 29, 2026, Gowlings on behalf of the Caisse issued a Statement of Claim.

V. NEED FOR A RECEIVER

30. As of April 7, 2026, the aggregate indebtedness of 3S due and owing to the Caisse was $4,044,329.33 in addition to ongoing accrual of interest as set out in the Loan Agreements excluding professional fees, disbursements and HST (the "**Indebtedness**"), which amount is accruing.

31. As indicated above, certain events of default have occurred, which are ongoing and outstanding.

32. 3S is not able to pay the Indebtedness owing on its respective loans.

33. The statutory notice period provided for under the Demand Letter and BIA 244 Notice has expired.

34. The Caisse has lost confidence in the management of 3S. As detailed in this affidavit, 3S has ceased operations, its commercial lease has been terminated by the landlord, and nearly all of its employees have been laid off. There is effectively no management in place to safeguard the Debtor's assets, collect outstanding receivables, or maintain the value of the Caisse's collateral.

35. The ongoing accrual of the Indebtedness without meaningful repayment, combined with the cessation of 3S's business operations, is actively eroding the value of the Caisse's security position. Furthermore, 3S's arrears to the Canada Revenue Agency give rise to a risk of deemed trust claims under the *Income Tax Act* and the *Excise Tax Act* that could prime the Caisse's registered security interests, further diminishing the recoverable value of the collateral.

36. The Caisse has suffered and is expected to continue to suffer substantial prejudice as a result of 3S's defaults. The appointment of the Receiver is necessary to preserve the value of the Property and the Caisse's collateral, and to take immediate steps to identify, secure, and realize upon the Debtor's assets for the benefit of all stakeholders.

37. According to 3S's Inventory Report as of December 31, 2025, 3S held total inventory valued at $6,204,819.00 (CAD), comprised of $6,018,219.00 in finished goods and $186,600.00 in raw materials. Notably, approximately $4,210,577.00 (67.9%) of the total inventory is located outside of Canada, which raises significant concerns regarding the Caisse's ability to realize on this collateral and the practical challenges a Receiver may face in identifying, securing, and liquidating these assets across jurisdictions. Only $1,994,242.00 of the inventory is located in Canada.

38. According to 3S's Accounts Receivable Aged Summary as at December 31, 2025, 3S had total accounts receivable outstanding of $9,726,555.00 (CAD), with a bad debts reserve of only $323,483.00, resulting in net accounts receivable of $9,403,072.00. Of particular concern, $3,712,021.00 (approximately 38.2% of total receivables) are aged over 90 days, suggesting a significant risk of collectability. A substantial portion of the receivables are owed by customers located in the United Arab Emirates and other international jurisdictions, which presents additional challenges for collection and enforcement.

39. Upon appointment, the Receiver will assess the state of 3S and determine a strategy for recovery of the assets for the benefit of all stakeholders, including communicating directly with all affected parties.

40. The Loan Agreements at Articles 16 and 14 state:

> If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

41. Article 4. 1 (I)(i) to (v) of the GSA provides for the appointment of a Receiver:

(l) appoint, by an instrument in writing delivered to the Borrower, a Receiver of the Collateral, and remove any Receiver so appointed and appoint another or others in its stead, or institute proceedings in any court of competent jurisdiction for the appointment of a Receiver, it being understood and agreed that:

(i) the Financial Institution may appoint any person, firm or corporation as Receiver;

(ii) such appointment may be made at any time either before or after the Financial Institution shall have taken possession of the Collateral;

(iii) the Financial Institution may from time to time fix the reasonable remuneration of the Receiver and direct the payment thereof out of the Collateral or any proceeds derived from a sale or other disposition or dealing thereof or therewith; and

(iv) the Receiver shall be deemed to be the agent of the Borrower for all purposes and, for greater certainty, the Financial Institution shall not be in any way responsible for any actions, whether wilful, negligent or otherwise, of any Receiver or for any tax liabilities arising from the use, sale or other disposition of the Collateral by the Receiver (unless all rights of ownership in the Collateral have been transferred to and vested in the Financial Institution prior to the use, sale or other disposition thereof by the Receiver), and the Borrower hereby agrees to indemnify and save harmless the Financial Institution from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Financial Institution may hereafter suffer, incur or be required to pay as a result of, in whole or in part, any action taken by the Receiver or any failure of the Receiver to do any act or thing; and

(v) the Receiver so appointed shall have the power to take possession of the Collateral or any part thereof and to carry on the business of the Borrower, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Borrower, and to further charge the Collateral in priority to the security constituted by this Agreement as security for the money so borrowed, and to sell, lease, or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the Receiver shall determine;

42. If this Honourable Court sees fit to make such an appointment, AGI has consented to act as Receiver. AGI is a licensed insolvency trustee and has significant experience in mandates of this nature.

43. It is just and convenient for the court to appoint the Receiver.

44. Section 243(5) of the BIA as it relates to “the judicial district of the locality of the debtor” as that phrase is defined in s. 2 of the BIA is Oshawa, Ontario in that 3S’s registered office is within the territorial jurisdiction of this specific location of the Superior Court of Justice.

45. Section 243 of the BIA.

46. Section 101 of the CJA.

47. Rules 1.04, 3.02, 14.05(3)(d), 16.08 and 38 of the *Rules of Civil Procedure*.

48. Such further and other grounds as the lawyers may advise and this Honourable Court permits.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Application:

(a) The affidavit of Olivier Ludger Ménard, affirmed, and the exhibits to the affidavit;

(b) Such further and other evidence as the lawyers may advise and this Honourable Court permits.

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
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Lawyers for the Applicant

Court File No./N° du dossier du greffe : CV-26-00001912-0000

CAISSE DESJARDINS ONTARIO CREDIT UNION INC. - and - 3S INTERNATIONAL INC., et al

Applicant Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OSHAWA

NOTICE OF APPLICATION

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Lawyers for the Applicant

File Number: G10118027

TAB 2

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AFFIDAVIT OF OLIVIER LUDGER MÉNARD
(Affirmed June 25, 2026)

I, Olivier Ludger Ménard of the City of Levis, in the Province of Québec, AFFIRM:

1. I am a *Directeur de comptes (*Account Director, Turnaround) in the *Prêts spéciaux* (Special Loans) group at *Mouvement Desjardins* (the Desjardins Group) and I am representing Caisse Desjardins Ontario Credit Union Inc. (the “**Caisse**” or the **“Lender”**), the Applicant in this proceeding. I have personal knowledge of the matters contained in this affidavit, except where I refer to matters based on information and belief, in which case I state the source of that information or belief, and believe it to be true.

2. I make this affidavit in support of the Caisse’s application for an order (the “**Appointment Order**”), among other things, appointing Albert Gelman Inc. (“**AGI**”) as receiver and manager (in such capacity, the “**Receiver**”) 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**") without security, over all of the assets, undertakings and properties of 3S International Inc., ("**3S**" or the "**Borrower**" or the "**Debtor"**) acquired for, or used in relation to, the business carried on by the Debtor including all proceeds thereof (the "**Property**").

I. THE PARTIES

3. The Caisse is a credit union established under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11.

4. 3S is a company incorporated pursuant to the laws of Ontario, with a registered office in Pickering, Ontario. Attached as **Exhibit "A"** is a true copy of the Corporate Profile for 3S obtained from the provincial ministry, with a file currency date of April 9, 2026.

5. YYZ Lighting Inc. ("**YYZ**") is a company incorporated pursuant to the laws of Ontario, with a registered office in Pickering, Ontario. YYZ provided a limited personal guarantee of certain credit facilities, described below (a "**Guarantor**"), issued by the Caisse to 3S. Attached as **Exhibit "B"** is a true copy of the Corporate Profile for YYZ obtained from the provincial ministry with a file currency date of April 9, 2026.

6. Sajeeb Koya Kunju ("**Kunju**") is an individual residing in Pickering, Ontario and is the director of 3S and YYZ. Kunju provided a limited personal guarantee of certain credit facilities, described below (a "**Guarantor**"), issued by the Caisse to 3S.

7. YYZ and Kunju are named in the Application to facilitate co-operation with the Receiver, once appointed.

II. CREDIT FACILITIES

8. The Caisse (as lender), 3S (as borrower), and YYZ and Kunju (as guarantors) entered into two separate Variable Credit Agreements each on July 17, 2024 (the "**Loan Agreements**"). The Loan Agreements were renewed on October 10, 2025. Attached as **Exhibit "C"** is a true copy of the Loan Agreements dated July 17, 2024 and the renewal agreement dated October 10, 2025.

9. Pursuant to the first Loan Agreement signed on July 17, 2024, the Caisse advanced variable credit in the total principal amount of $4,000,000.00. The amounts advanced would bear interest, calculated monthly at the Caisse's prime rate increased by 1.00% per annum. At the time that the Loan Agreement was signed, the Caisse's prime rate was 6.950%.

10. Pursuant to the second Loan Agreement also signed on July 17, 2024, the Caisse advanced variable credit in the total principal amount of $1,000,000.00. The amounts advanced would bear interest, calculated monthly at the Caisse's prime rate increased by 1.00% per annum. At the time that the Loan Agreement was signed, the Caisse's prime rate was 6.950%.

11. On August 23, 2024, 3S, YYZ, and Kunju signed an Acknowledgment re. Cross-Default in favour of the Caisse (the **"Acknowledgment"**). The Acknowledgment relates to the two Loan Agreements—a loan designated as the "One Million Loan" and a loan

designated the "Four Million Loan." Attached as **Exhibit "D"** is a true copy of the Acknowledgment dated August 23, 2024.

12. To secure the Loan Agreements, 3S, YYZ, and Kunju provided the Caisse with substantially identical security packages (collectively, the **"One Million Security Documents"** and the **"Four Million Security Documents,"** respectively), including General Security Agreements granting first-ranking security interests on all present and after-acquired personal property of 3S registered in Ontario (as described below), the Guarantees (as described below), a guarantee from Export Development Canada, assignments of insurance, and related ancillary documents. Attached as **Exhibit "E"** is a true copy of the Export Development Canada Guarantee, the Export Development Canada Acknowledgment & Consent signed by YYZ and Kunju, the Trade Expansion Lending Program Waiver signed by YYZ and Kunju, and the assignment of insurance.

13. The Acknowledgment was executed by Kunju as authorized signing officer of 3S, by Sabitha Sajeeb as president of YYZ, and by Kunju in his personal capacity.

14. Pursuant to the Acknowledgment, the undersigned confirmed that:

(a) the One Million Security Documents shall stand as security for both the One Million Loan and the Four Million Loan, and reciprocally, that the Four Million Security Documents shall stand as security for both the Four Million Loan and the One Million Loan.

(b) any default under either the One Million Loan or the Four Million Loan, or under any security provided to the Lender thereunder — including but not limited to the One Million Security Documents and the Four Million Security Documents — shall, at the sole discretion of the Caisse, constitute concurrent default under any or all of the loans.

15. The Acknowledgment provides that the Caisse is entitled at all times to proceed against all or any portion of the security it holds, in such order and manner as it shall in its sole discretion deem fit, without waiving any of its rights with respect to the remaining security, and that the exercise of any such remedies shall in no way affect or diminish the Borrower's liability under the remaining security. The terms and obligations of the One Million Offer and the Four Million Offer otherwise continue in full force and effect.

16. The personal property security in favour of the Caisse was registered on August 26, 2024, against 3S as related to the applicable personal property of 3S in the provincial registry maintained under the *Personal Property Security Act (Ontario)*, R.S.O. 1990, c P.10 (the “**PPSA**”) under File No. 508547196 and Registration No. 20240826 1440 1590 5797. Attached as **Exhibit “F”** is a true copy of the Ontario PPSA search results against 3S, with a file currency date of April 9, 2026.

The Guarantees

17. YYZ signed a General Guarantee and Postponement of Claim in favour of the Caisse securing the amount of $5,000,000.00 together with all fees and interest in respect

of all indebtedness, liabilities and obligations of 3S (the "**YYZ Guarantee**"). Attached as **Exhibit "G"** is a true copy of the YYZ Guarantee.

18. Kunju signed a General Guarantee and Postponement of Claim in favour of the Caisse securing the amount of $1,250,000.00 together with all fees and interest in respect of all indebtedness, liabilities and obligations of 3S (the "**Kunju Guarantee**") (the YYZ Guarantee and the Kunju Guarantee are collectively referred to as the "**Guarantees**"). Attached as **Exhibit "H"** is a true copy of the Kunju Guarantee.

19. Pursuant to the terms of the Guarantees (in conjunction with the Loan Agreements), both YYZ and Kunju unconditionally guaranteed to the Caisse the immediate payment of the Indebtedness subject to the limits stipulated in each Guarantee plus applicable interest, costs and expenses as set out in each of the Guarantees (the "**Guaranteed Amount**") upon written demand for payment from the Caisse.

20. 3S signed a General Security Agreement dated August 23, 2024. Attached as **Exhibit "I"** is a true copy of the General Security Agreement dated August 23, 2024.

III. DEFAULTS, DEMANDS, AND NOTICE OF INTENTION TO ENFORCE

21. Numerous events of default under the Loan Agreements have occurred.

22. 3S's defaults are existing and continuing, including, but not limited to the defaults described below:

(a) 3S has failed to make prompt payment of the amounts due under the Loan Agreement and this is an event of default under paragraph 16(i) of the Loan

Agreement because 3S "fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution".

(b) 3S's bank account is in overdraft of $12,667.57 as of April 7, 2026 and this default is ongoing;

(c) There are interest arrears of $44,329.33 due under the Loan Agreement as of April 7, 2026 and such interest arrears are ongoing;

(d) 3S has failed to provide the documents for the monthly borrowing base for February 2026 and March 2026;

(e) There are 32 NSF charges in 2026 as of April 1, 2026;

(f) 3S's landlord has declared default and terminated the commercial lease of the business premises and 3S has stopped operating its business. Attached as **Exhibit "J"** is a true copy of the landlord's notice of default and termination of the commercial lease.

(g) 3S is in arrears of its payroll obligations to the Canada Revenue Agency;

(h) 3S has failed to hold its main operating account at the Caisse and carry out all of its transactions through that account in accordance with paragraph 5 of the Loan Agreement.

23. On April 9, 2026, Gowling WLG (Canada) LLP (**"Gowlings"**) acting on behalf of the Caisse issued the following to 3S, YYZ and Kunju as the Guarantors:

(a) a demand for payment (the "**Demand Letter**") of the total indebtedness owing as of April 7, 2026 plus interest and legal costs to the Caisse as set out in Schedule "B" to the Demand Letter by the deadline of April 20, 2026; and

(b) a Notice of Intention to Enforce Security on the property of 3S pursuant to section 244(1) of the BIA (the "**BIA 244 Notice**").

Attached as **Exhibit "K"** is a true copy of the Demand Letter and BIA 244 Notice along with the covering email and registered mail trackings.

IV. CORRESPONDENCE WITH 3S

24. On April 6, 2026, Kunju sent an email to the Caisse advising that the current geo-political issues and war scenario in the Middle East had affected 3S's cash flow and stated that he was left with no option but to close the facility and honour his personal guarantee. He further advised that he had listed his property for sale, with proceeds to go towards fulfilling the personal guarantee and that he had retained lawyer Tariq Shah ("**Mr. Shah**") at Shah & Shah Lawyers. Attached as **Exhibit "L"** is a true copy of the email from Kunju dated April 6, 2026.

25. On April 6, 2026, the Caisse emailed Kunju advising that the file had been transferred to the special loans department and requesting a virtual meeting to discuss, among other things, the current situation, the company's assets, and a potential

forbearance agreement. On April 7, 2026, Kunju confirmed his availability and a Microsoft Teams meeting was scheduled for April 8, 2026, with both parties' counsel in attendance. Attached as **Exhibit "M"** is a true copy of the email chain between the Caisse and Kunju dated April 6-7, 2026.

26. On April 7, 2026, Export Development Canada ("**EDC**") contacted the Caisse regarding EDC Claim 260639 concerning 3S as the insured, with the buyer being Branch of Sinohydro Corporation Limited. EDC advised that it was reviewing a claim and, given that there was a direction to pay attached to 3S's policy, requested confirmation of whether claim payments and recoveries should be sent to 3S or to the Caisse. Attached as **Exhibit "N"** is a true copy of the EDC email correspondence dated March 30 to April 7, 2026.

27. On April 14, 2026, Mr. Shah emailed Gowlings advising that 3S had laid off almost all of its employees due to financial difficulties, that Kunju was not in a position to provide all of the documents and information requested in the demand of April 9, 2026, but that he would make every effort to provide what he could by the end of the month. Mr. Shah also attached the landlord's notice of termination of the commercial lease referred to above. Attached as **Exhibit "O"** is a true copy of the email from Mr. Shah dated April 14, 2026.

28. On April 16, 2026, Gowlings sent an Authorization and Direction to Kunju and Mr. Shah requesting that it be signed so that the Caisse could communicate with EDC regarding the insurance policy. On April 20, 2026, Kunju returned the signed Authorization

and Direction. Attached as **Exhibit "P"** is a true copy of the email chain regarding the Authorization and Direction dated April 16-20, 2026.

29. No further communication has taken place.

30. On May 29, 2026, Gowlings on behalf of the Caisse issued a Statement of Claim. Attached as **Exhibit "Q"** is a true copy of the issued Statement of Claim.

V. NEED FOR A RECEIVER

31. As of April 7, 2026, the aggregate indebtedness of 3S due and owing to the Caisse was $4,044,329.33 in addition to ongoing accrual of interest as set out in the Loan excluding professional fees, disbursements and HST (the "**Indebtedness**"), which amount is accruing.

32. As indicated above, certain events of default have occurred, which are ongoing and outstanding.

33. 3S is not able to pay the Indebtedness owing on its respective loans.

34. The statutory notice period provided for under the Demand Letter and BIA 244 Notice has expired.

35. The Caisse has lost confidence in the management of 3S. As detailed in this affidavit, 3S has ceased operations, its commercial lease has been terminated by the landlord, and nearly all of its employees have been laid off. There is effectively no

management in place to safeguard the Debtor's assets, collect outstanding receivables, or maintain the value of the Caisse's collateral.

36. The ongoing accrual of the Indebtedness without meaningful repayment, combined with the cessation of 3S's business operations, is actively eroding the value of the Caisse's security position. Furthermore, 3S's arrears to the Canada Revenue Agency give rise to a risk of deemed trust claims under the *Income Tax Act* and the *Excise Tax Act* that could prime the Caisse's registered security interests, further diminishing the recoverable value of the collateral.

37. The Caisse has suffered and is expected to continue to suffer substantial prejudice as a result of 3S's defaults. The appointment of the Receiver is necessary to preserve the value of the Property and the Caisse's collateral, and to take immediate steps to identify, secure, and realize upon the Debtor's assets for the benefit of all stakeholders.

38. According to 3S's Inventory Report as of December 31, 2025, 3S held total inventory valued at $6,204,819.00 (CAD), comprised of $6,018,219.00 in finished goods and $186,600.00 in raw materials. Notably, approximately $4,210,577.00 (67.9%) of the total inventory is located outside of Canada, which raises significant concerns regarding the Caisse's ability to realize on this collateral and the practical challenges a Receiver may face in identifying, securing, and liquidating these assets across jurisdictions. Only $1,994,242.00 of the inventory is located in Canada. Attached as **Exhibit "R"** is a true copy of 3S's Inventory Report as of December 31, 2025.

39. According to 3S's Accounts Receivable Aged Summary as at December 31, 2025, 3S had total accounts receivable outstanding of $9,726,555.00 (CAD), with a bad debts reserve of only $323,483.00, resulting in net accounts receivable of $9,403,072.00. Of particular concern, $3,712,021.00 (approximately 38.2% of total receivables) are aged over 90 days, suggesting a significant risk of collectability. A substantial portion of the receivables are owed by customers located in the United Arab Emirates and other international jurisdictions, which presents additional challenges for collection and enforcement. Attached as **Exhibit "S"** is a true copy of 3S's Accounts Receivable Summary as of December 31, 2025.

40. Upon appointment, the Receiver will assess the state of 3S and determine a strategy for recovery of the assets for the benefit of all stakeholders, including communicating directly with all affected parties.

41. The Loan Agreements at Articles 16 and 14 state:

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

42. Article 4.1(l)(i) to (v) of the GSA provides for the appointment of the Receiver:

(l) appoint, by an instrument in writing delivered to the Borrower, a Receiver of the Collateral, and remove any Receiver so appointed and appoint another or others in its stead, or institute proceedings in any court of competent jurisdiction for the appointment of a Receiver, it being understood and agreed that:

(i) the Financial Institution may appoint any person, firm or corporation as Receiver;

(ii) such appointment may be made at any time either before or after the Financial Institution shall have taken possession of the Collateral;

(iii) the Financial Institution may from time to time fix the reasonable remuneration of the Receiver and direct the payment thereof out of the Collateral or any proceeds derived from a sale or other disposition or dealing thereof or therewith; and

(iv) the Receiver shall be deemed to be the agent of the Borrower for all purposes and, for greater certainty, the Financial Institution shall not be in any way responsible for any actions, whether wilful, negligent or otherwise, of any Receiver or for any tax liabilities arising from the use, sale or other disposition of the Collateral by the Receiver (unless all rights of ownership in the Collateral have been transferred to and vested in the Financial Institution prior to the use, sale or other disposition thereof by the Receiver), and the Borrower hereby agrees to indemnify and save harmless the Financial Institution from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Financial Institution may hereafter suffer, incur or be required to pay as a result of, in whole or in part, any action taken by the Receiver or any failure of the Receiver to do any act or thing; and

(v) the Receiver so appointed shall have the power to take possession of the Collateral or any part thereof and to carry on the business of the Borrower, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Borrower, and to further charge the Collateral in priority to the security constituted by this Agreement as security for the money so borrowed, and to sell, lease, or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the Receiver shall determine;

43. If this Honourable Court sees fit to make such an appointment, AGI has consented to act as Receiver. AGI is a licensed insolvency trustee and has significant experience in mandates of this nature. Attached as **Exhibit "T"** is a true copy of AGI's consent to act.

44. Section 243(5) of the BIA as it relates to "the judicial district of the locality of the debtor" as that phrase is defined in s. 2 of the BIA is Oshawa, Ontario in that 3S's registered office is within the territorial jurisdiction of this specific location of the Superior Court of Justice.

AFFIRMED by Olivier Ludger Ménard, of the City of Levis, in the Province of Quebec, before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.	))))))))))))	
A Commissioner, etc. **Bart Sarsh, LSO No. 59208N**		**Olivier Ludger Ménard**

This is **Exhibit "A"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Ontario

Ministry of Public and
Business Service Delivery

Return to Affidavit

Profile Report

3S INTERNATIONAL INC. as of April 09, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	3S INTERNATIONAL INC.
Ontario Corporation Number (OCN)	2228316
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	December 21, 2009
Registered or Head Office Address	3335 Hollywood Court, Pickering, Ontario, L1X 0A3, Canada

Minimum Number of Directors	1
Maximum Number of Directors	5

Active Director(s)

Name	SAJEEB KOYA KUNJU
Address for Service	3335 Hollywood Court, Pickering, Ontario, L1X 0A3, Canada
Resident Canadian	Yes
Date Began	December 21, 2009

Active Officer(s)

Name	SAJEEB KUNJU KOYA
Position	President
Address for Service	3335 Hollywood Court, Pickering, Ontario, L1X 0A3, Canada
Date Began	August 15, 2024

Name	SAJEEB KUNJU KOYA
Position	Secretary
Address for Service	3335 Hollywood Court, Pickering, Ontario, L1X 0A3, Canada
Date Began	August 15, 2024

Name	SAJEEB KOYA KUNJU
Position	Authorized Signing Officer
Address for Service	3335 Hollywood Court, Pickering, Ontario, L1X 0A3, Canada
Date Began	September 18, 2015

Corporate Name History

Name	3S INTERNATIONAL INC.
Effective Date	December 21, 2009

Active Business Names

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

Expired or Cancelled Business Names

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

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: SAJEEB KOYA KUNJU	September 10, 2024
Annual Return - 2020 PAF: SAJEEB KOYAKUNJU - DIRECTOR	May 02, 2021
Annual Return - 2019 PAF: SAJEEB KOYAKUNJU - DIRECTOR	April 05, 2020
Annual Return - 2018 PAF: SAJEEB KOYAKUNJU - DIRECTOR	May 05, 2019
Annual Return - 2017 PAF: SAJEEB KOYAKUNJU - DIRECTOR	June 10, 2018
Annual Return - 2016 PAF: SAJEEB KOYAKUNJU - DIRECTOR	June 04, 2017
Annual Return - 2015 PAF: SAJEEB KOYAKUNJU - DIRECTOR	April 09, 2016
CIA - Notice of Change PAF: SAJEEB KOYA KUNJU - DIRECTOR	September 18, 2015
Annual Return - 2014 PAF: SAJEEB KOYAKUNJU - DIRECTOR	April 25, 2015
Annual Return - 2013 PAF: SAJEEB KOYAKUNJU - DIRECTOR	August 23, 2014
Annual Return - 2012 PAF: SAJEEB KOYAKUNJU - DIRECTOR	September 21, 2013
Annual Return - 2011 PAF: SAJEEB KOYAKUNJU - DIRECTOR	November 06, 2012
Annual Return - 2010 PAF: SAJEEB KOYAKUNJU - DIRECTOR	December 17, 2011

Annual Return - 2009 PAF: SAJEEB KOYAKUNJU - DIRECTOR	December 18, 2010
BCA - Articles of Incorporation	December 21, 2009

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

This is **Exhibit "B"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Ontario

Ministry of Public and
Business Service Delivery

Return to Affidavit

Profile Report

YYZ LIGHTING INC. as of April 09, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	YYZ LIGHTING INC.
Ontario Corporation Number (OCN)	1862397
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 10, 2011
Registered or Head Office Address	1175 Squires Beach Road, 2, Pickering, Ontario, L1W 3V3, Canada

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	SAJEEB KOYA KUNJU
Address for Service	3335 Hollywood Court, Pickering, Ontario, L1X0A3, Canada
Resident Canadian	Yes
Date Began	May 28, 2025

Active Officer(s)

Name	SAJEEB KOYA KUNJU
Position	President
Address for Service	3335 Hollywood Court, Pickering, Ontario, L1X0A3, Canada
Date Began	May 28, 2025

Corporate Name History

Name	YYZ LIGHTING INC.
Effective Date	November 10, 2011

Active Business Names

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

Expired or Cancelled Business Names

Name	YYZ LIGHTING
Business Identification Number (BIN)	291310654
Status	Inactive - Expired
Registration Date	December 11, 2019
Expired Date	December 10, 2024

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: SAJEEB KOYA KUNJU	June 02, 2025
Archive Document Package	October 01, 2024
Annual Return - 2020 PAF: SABITHA SAJEEB - DIRECTOR	May 02, 2021
Annual Return - 2019 PAF: SABITHA SAJEEB - DIRECTOR	May 24, 2020
CIA - Notice of Change PAF: SABITHA SAJEEB - DIRECTOR	May 06, 2020
Annual Return - 2018 PAF: SABITHA SAJEEB - DIRECTOR	May 26, 2019
Annual Return - 2017 PAF: SABITHA SAJEEB - DIRECTOR	May 26, 2019
Annual Return - 2017 PAF: SABITHA SAJEEB - DIRECTOR	June 10, 2018
CIA - Notice of Change PAF: SABITHA SAJEEB - DIRECTOR	November 22, 2017
Annual Return - 2016 PAF: SABITHA SAJEEB - DIRECTOR	November 12, 2017
Annual Return - 2015 PAF: SABITHA SAJEEB - DIRECTOR	November 12, 2017
Annual Return - 2014 PAF: SABITHA SAJEEB - DIRECTOR	November 12, 2017
Annual Return - 2013 PAF: SABITHA SAJEEB - DIRECTOR	November 12, 2017

Annual Return - 2012 PAF: SABITHA SAJEEB - DIRECTOR	November 12, 2017
Annual Return - 2011 PAF: SABITHA SAJEEB - DIRECTOR	November 12, 2017
BCA - Articles of Incorporation	November 10, 2011

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

This is **Exhibit "C"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Desjardins

Folio	Loan No.
725959	

Return to Affidavit

VARIABLE CREDIT CONTRACT (SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATIONS)

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**
40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8

hereinafter referred to as "THE FINANCIAL INSTITUTION"

AND: **3S INTERNATIONAL INC.**
1175, SQUIRES BEACH RD., PICKERING, UNIT 1, ON L1W 3V3

hereinafter referred to as "THE BORROWER"

THE PARTIES HERETO AGREE AS FOLLOWS:

1. VARIABLE CREDIT

The Financial Institution agrees to extend to the Borrower variable credit in the amount of **$4,000,000.00** (hereinafter referred to as the "variable credit" or "financing"), for the purpose of financing its current operations, as per the terms and conditions set out herein.

Amount available: Notwithstanding the above-mentioned authorized amount, the amount that the Borrower may access (hereinafter referred to as "the amount available") shall never exceed the total of the following amounts related to the Borrower's assets:

- **80 %** of the amount of "eligible" Canadian receivables, i.e., which are owed to the Borrower by debtors who primarily operate in Canada and are "eligible".
- **90 %** of the amount of "eligible" Canadian receivables, insured by **EDC**, i.e., which are owed to the Borrower by debtors who primarily operate in Canada, who are covered by said insurer, and are "eligible".
- **90 %** of the amount of "eligible" foreign receivables, insured by **EDC**, i.e., which are owed to the Borrower by debtors who primarily operate outside of Canada, who are covered by said insurer, and are "eligible".
- **75 %** of the amount of "eligible" U.S. receivables meaning debtors operating primarily in the United States, whose business history and financial situation is satisfactory to the Financial Institution and whose shares are traded on a major stock exchange.
- **90 %** of the amount of receivables from "eligible" Canadian governmental or paragovernmental organizations, i.e., which are owed to the Borrower by organizations that primarily operate in Canada, have a direct or indirect non-arm's length relationship with a Canadian federal, provincial or municipal administration, and which are "eligible".
- **60 %** of the "value" of "eligible" inventories of finished products intended for sale, up to a maximum of **$2,000,000.00**.

The amount available shall also be limited as follows:

- The total amount of advances based on all "eligible" receivables will be limited to **$4,000,000.00**.
- The total amount of advances based on all "eligible" inventories will be limited to **$2,000,000.00**.
- Despite the preceding provisions that limit the "amount available", an amount of **$750,000.00** will be available at all times until otherwise notified by the Financial Institution.

The "amount available" will be reduced by the amount of indebtedness that take priority over the security interest of the Financial Institution, under applicable legislation, including, inter alia, the amount of source deductions on employee wages and/or other amounts or taxes collected and not remitted to government authorities (Payroll deductions, PST, GST, etc.), and the amount of any tax related debt or liability.

The "amount available" will be determined once the Financial Institution has been able to establish it in accordance with the terms mentioned herein, based on documents provided by the Borrower. This amount will be entered in the Financial Institution's computer system, to be modified only once the Financial Institution will have, from other documents submitted by the Borrower, been able to establish the new "amount available". The Borrower must ensure that it does not use variable credit in excess of the "amount available", as per the provisions set out herein.

The Borrower's use of the variable credit shall be construed as an acknowledgment on its part that it is abiding by the abovementioned provisions.

The terms and expressions mentioned below, used, if applicable, to determine the "amount available", have the following meanings:

Where the term "eligible" is used with respect to receivables, their eligibility is at the Financial Institution's discretion; excluded, inter alia, are receivables that are or could be subject to a holdback by debtors or that could be subject to set-off, receivables whose debtors have a legal or financial non-arm's length relationship with the Borrower, receivables that have not been paid for the number of days stipulated in this financing agreement, if applicable, or the number of days to be determined by the Financial Institution, as well as doubtful receivables. In some cases, receivables from invoicing of work in progress may also be excluded. Moreover, uninsured receivables whose debtors are domiciled outside of Canada are not eligible, except for "eligible" uninsured American receivables.

Where the term "eligible" is used with respect to agricultural inventories or supplies, their eligibility is at the Financial Institution's discretion; excluded, however, are inventories for which the Borrower is not or will not be the full owner at the time that advances are made, inventories that are not fully paid for, inventories which are obsolete or in poor condition, packaging materials and products in the process of being manufactured.

Where the term "value" is used with respect to "eligible work in progress", for products that are in the process of being manufactured or processed, it corresponds to the sale price that could reasonably be obtained if they could be sold before being completed and, for the portion of services already rendered, to the amount that could reasonably be obtained from clients if the value of the services can be collected without complete delivery of the services.

2. INTEREST

Variable rate: The amounts advanced shall bear interest, calculated monthly before and after maturity, default or judgment at the Financial Institution's prime rate increased by **1.000%** per annum. The interest rate applicable to the amounts advanced shall vary in conformity with each change in such prime rate.

The Financial Institution's prime rate is the annual interest rate that the Financial Institution sets from time to time as its prime rate. On the date of this Agreement, this rate is **6.950%** per annum. The Borrower may at any time inquire of the Financial Institution or its Internet site, if applicable, about the Financial Institution's prime rate then in force.

The interest shall be paid on the **first day** of each **month**; it shall be debited automatically from the Borrower's PCA account(s). If the payment date falls on a day that is not a "business day", the Financial Institution may debit the Borrower's account(s) on the next "business day", and interest shall accrue in the interval.

The Financial Institution may at any time, through a 30-day advance notice in writing, modify the increase percentage(s) over the Financial Institution's prime rate stipulated herein.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the principal that produced it. It may be compounded but remains payable at any time.

3. TERMS AND CONDITIONS OF USE AND TRANSACTIONS COVERED

The Borrower shall benefit from variable credit in portions of **$10,000.00** (credit units) or multiples thereof, pursuant to the terms and conditions set out herein:

(1) These cash advances shall be paid in order to cover, when the balance in its chequing account(s) (PCA) is insufficient, cheques drawn on said account(s), withdrawals made from said account(s), and any other debit authorized on said account(s) by the Borrower, with the Borrower authorizing the Financial Institution to debit its account(s) for any obligation toward the Financial Institution that becomes payable. The Borrower shall then see its debt increase by an amount equal to the number of credit units required to cover the overdraft on the account.

(2) Simultaneously, the Borrower shall acquire the right to make withdrawals, authorize debits and draw cheques on the surplus, from its PCA account, and the Financial Institution shall make the entries required to account therefor.

(3) The above terms shall not apply if a withdrawal, debit or payment of a cheque would result in exceeding the total amount of the variable credit.

The variable credit may also be used to cover the Borrower's commitments under a factoring agreement or to have the Financial Institution issue, if applicable, letters of guarantee, bonds, letters of credit, documentary credit, foreign exchange contracts, foreign exchange options and other foreign exchange and interest derivatives.

Whenever the Borrower shall make such commitments, the amount available in variable credit will be reduced by the amount that the Financial Institution deems necessary to cover these commitments, which it will indicate to the Borrower. The reduction will be maintained to refund amounts the Financial Institution may have to pay to honour letters of guarantee, surety bonds, letters of credit, documentary credit, foreign exchange contracts and other derivative products, subject to the terms and conditions applicable to the variable credit stipulated herein and, if applicable, in a separate agreement. If one or more commitments become enforceable, the Financial Institution may consider the amount of the commitments as an advance hereunder.

4. PRINCIPAL REPAYMENT AND CREDIT VARIATION

On each business day, as repayment of the amount owed in principal, the Financial Institution shall debit the Borrower's PCA account(s) for an amount corresponding to a multiple of the abovementioned credit unit, provided that the account has a credit balance.

Aside from the disbursement and repayment terms stipulated previously, the Borrower may repay advances at any time, in whole or in part, without penalty. The Borrower may then take advantage of the variable credit again, as if it had never received the principal it is paying back.

5. CONDITIONS

Generic conditions

- The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
- The Borrower shall transfer to the Financial Institution its main operating account and variable operating credit, if any, currently with **RBC**.
- The Borrower may make distributions to shareholders (purchase or redemption of shares, declaration or payment of dividends, withdrawals, advances, loans, etc.) only if all financial ratios applicable to the Borrower are respected.

- **Property and casualty insurance**
- The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism), and other risks, with proceeds payable to the Financial Institution:
  - business interruption or loss of income as a result of a claim
- In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.
- **The following documents must be obtained:**
  ·Direct withdrawal authorization form;
  ·Email confirming eligibility for TELP.

Other conditions

- **The borrower must have completed the EDC eligibility process and have obtained confirmation of application approval for the TELP. The confirmation must still be valid.Since the financing being granted in consideration of Export Development Canada's (EDC) International Expansion Loan Program Guarantee, the member authorizes the Fédération des caisses Desjardins du Québec to debit his account(s) for the payment of any guarantee fees payable to EDC.**

  The guarantee fees of 1.00 % per annum correspond to the authorized amount of the line of credit, calculated daily and multiplied by the relevant guarantee commission rate applicable on the day in question, then divided by :i) 360 in the case of USD transactions, or ii) 365 in the case of CAD transactions (366 in the case of a leap year).

  The borrower's account is automatically debited between the 25th and 30th day following the end of the quarter*, and Desjardins pays the fees payable to EDC. No invoice will be sent by EDC to either the member or Desjardins informing them of the date and amount of the fees payable for the PPEI guarantee.*Quarter end dates: Q1: June 30, Q2: September 30, Q3: December 31, Q4: March 31.

  Companies supported under the Trade Expansion Lending Program must reconfirm their export status and commercial activities every 3 years to remain eligible for EDC's guarantee.

6. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION

The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- modify the nature of its business.
- acquire another business or engage in a merger.
- if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
- Control is currently in the hands of **Sajeeb Koya Kunju**.

The obligation to obtain the Financial Institution's prior consent in writing for the abovementioned transactions and for the operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

7. FINANCIAL RATIOS

The Borrower must at all times respect the following financial ratio(s):

- **working capital ratio equal to or greater than 1.1 : 1.**

  The working capital ratio is equal to: total current assets divided by total current liabilities.

  Excluded from current assets for the calculation of working capital are advances and loans to shareholders, directors, officers, employees, and loans and advances to and investments in related entities. Unless a default event arises that is likely to make a loan balance due, excluded from current liabilities are amounts of long-term debt that are classified in current liabilities because the term of the debt matures the following fiscal year.

- **ratio of long-term debt to tangible net worth equal to or less than 3 : 1.**

  For calculation purposes, long-term debt includes total long-term liabilities, including non-deferred or non-subordinated preferred shares redeemable at the holder's option at their redemption value but excluding long-term future income tax credits, deferred or subordinated debts and deferred or subordinated preferred shares redeemable at the holder's option.

  Tangible net worth is the total of share capital, retained earnings, contributed surplus, deferred or subordinated debts, redeemable preferred shares[1] and long-term future income tax credits, less intangible assets[2], non-deferred or non-subordinated preferred shares redeemable at the holder's option at their redemption value, loans and advances to shareholders, directors, officers, employees, and loans and advances to and investments in related entities (other than accounts receivable generated in the normal course of business).

  1. At the option of the holder (deferred or subordinated) and at the option of the company.
  2. Assets including but not limited to goodwill, expenses related to research and development, financing, start-up or marketing, trademarks, patents, software, source code and any other deferred expense.

The obligation to maintain the above-mentioned financial ratio(s) at all times henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

8. DOCUMENT REMITTANCE

The Borrower shall provide the Financial Institution with the following documents according to the frequency(ies) stipulated below to establish the variable credit "amount available":

- no later than the **20th day** of each **month**, a detailed list broken down by 30-day periods of its accounts receivable as at the last day of the previous month.
- no later than the **20th day** of each **month**, a detailed list broken down by 30-day periods of its accounts receivable, specifically listing its insured accounts receivable (as well as the insurer's authorized limits for them) as at the last day of the previous month.
- no later than the **20th day** of each **month**, a detailed statement, as per the Financial Institution's requirements, of its inventory and its purchase cost (or market value, if it is less than the purchase cost) as at the last day of the previous month.

- no later than the **20th day** of each **month**, a detailed list broken down by 30-day periods of its accounts payable and amounts owing under tax laws as at the last day of the previous month.
- no later than the **20th day** of each **month**, its interim financial statements.
- no later than the **20th day** of each **month**, a certificate of an officer with regard to the calculation of the variable credit amount available.
- **The detailed statements of the goods in inventory must be broken down by country, as only stocks on Canadian soil will be considered for the monitoring. Otherwise, an additional guarantee could be requested on overseas stocks. Confirmation from EDC must be obtained informing them that overseas stocks could be considered in the margin.**

The Borrower shall be under no obligation to provide the above-mentioned documents to the Financial Institution if the balance of the variable credit at the end of a month is less than **$750,000.00** and the Borrower takes action as necessary to prevent the balance from exceeding this amount during the next **month**. If the Borrower takes advantage of this privilege, the amount available shall then be limited to this amount until the Financial Institution determines the new amount available based on the next remittance of documents.

These documents are in addition to all other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means used to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

9. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing slated for **2025-05-31**, the Borrower must provide the Financial Institution with the following document(s) before **2025-04-30**:

- its **in the form of a review engagement** annual financial statements as at **2024-12-31**.
- the recent **in the form of a review engagement** annual financial statements for the following businesses: **YYZ Lighting Inc.**.
- a detailed list broken down by 30-day periods of its accounts receivable as at the end of the fiscal year.
- a detailed statement, as per the Financial Institution's requirements, as at the end of the fiscal year, of its inventory and its purchase cost (or market value if it is lower than the purchase cost).
- a detailed list, broken down by 30-day periods, of its accounts payable, and amounts owing under tax laws, as at the end of the fiscal year.
- an organization chart detailing the relationship between the Borrower and the related party organizations and any other related parties.
- the recent signed personal balance sheets of **Sajeeb Koya Kunju** every **3** year(s).

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

10. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a **first** priority ranking general personal property security securing all of the present and future personal property of the Borrower
- a guarantee under the **TELP** program run by **Export Development Canada** with a percentage of **75%**
- a guarantee from **SAJEEB KOYA KUNJU** for the amount of **$1,250,000.00**
  - with respect to all of the Borrower's present and future debts and obligations toward the Financial Institution
- a guarantee from **YYZ LIGHTING INC.** for the amount of **$5,000,000.00**
  - with respect to all of the Borrower's present and future debts and obligations toward the Financial Institution

11. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **$10,000.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).
- The Borrower shall pay monthly variable credit management fees, which are currently **$175.00**.

12. VARIABLE CREDIT AVAILABILITY

The variable credit shall be available once all security interests required by the Financial Institution have been duly perfected, all proof of insurance of any property has been duly submitted pursuant hereto and all supporting documentation required by the Financial Institution has been provided and the pre-conditions stipulated herein have been duly met, if applicable.

13. REDUCTION OR CANCELLATION OF THE VARIABLE CREDIT

The Financial Institution may at any time advise the Borrower that it is reducing the amount of the variable credit or that it is terminating it and that there is a temporary or final suspension of advances, as applicable.

14. REQUEST FOR REPAYMENT

The Financial Institution reserves the right to demand at any time immediate repayment of any balance owed in principal, interest and costs. The Financial Institution will then be entitled to stop carrying out the Agreement, subject to all its other rights and remedies.

15. OTHER CONDITIONS

(a) Limitation of use

The variable credit shall not be used to finance capital expenditures without the Financial Institution's prior written authorization.

(b) Appropriation of payments

All amounts collected by the Borrower or any other person or stemming from the proceeds of realizing on the Financial Institution's security interests or any other source could be appropriated by the Financial Institution in payment of and/or to reduce any debt owed to it by the Borrower, at the Financial Institution's sole discretion and decision. These amounts shall initially be appropriated to accrued interest, starting with the oldest, as well as to the cost of life insurance and disability insurance coverage on the variable credit, if any, and then to the repayment of the principal.

(c) Evidence

Subject to any other means of evidence allowed by law, production of the parties' respective receipts and, if applicable, cleared cheques shall constitute complete evidence of the balance owing and payments made. The Borrower also agrees that, if it is provided with cleared cheques or receipts on its request, the photocopies that the Financial Institution may produce of them will have the same evidentiary value as the originals; the authenticity and accuracy of the photocopies may only be contested upon the Borrower's production of the originals.

(d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accounts.

(e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

(f) Applicable laws

This variable credit and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

(g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly follow-up and periodic review. The Borrower will also pay the fees for unused credit availability, increased control, late document submission, lack of sufficient funds in its PCA account to allow the collection of a payment amount at a pre-determined date, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid. The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

(h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations, representations, guarantees and commitments stipulated herein.

(i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

16. DEFAULT

The Borrower shall be in default in any of the following cases:

(i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;

(ii) If the Borrower draws a cheque that brings the variable credit balance to an amount higher than the amount authorized hereunder;

(iii) If a statement, representation or guarantee made in relation with this variable credit is false or misleading;

(iv) If the Borrower or any person standing as guarantor on the variable credit stipulated herein or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.

The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

17. OTHER MENTIONS

Signed at Pickering, ON, on 17 July 2024.

Signature of the Financial Institution's representative
JOSEPH STASKO

Signature of the Borrower or its representative
SAJEEB KOYA KUNJU

Signature of Co-Borrower

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

Desjardins

Folio	Loan No.
725959	

VARIABLE CREDIT CONTRACT (SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATIONS)

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**
40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8

hereinafter referred to as "THE FINANCIAL INSTITUTION"

AND: **3S INTERNATIONAL INC.**
1175, SQUIRES BEACH RD., PICKERING, UNIT 1, ON L1W 3V3

hereinafter referred to as "THE BORROWER"

THE PARTIES HERETO AGREE AS FOLLOWS:

1. VARIABLE CREDIT

The Financial Institution agrees to extend to the Borrower variable credit in the amount of **$1,000,000.00** (hereinafter referred to as the "variable credit" or "financing"), for the purpose of financing its current operations, as per the terms and conditions set out herein.

2. INTEREST

Variable rate: The amounts advanced shall bear interest, calculated monthly before and after maturity, default or judgment at the Financial Institution's prime rate increased by **1.000%** per annum. The interest rate applicable to the amounts advanced shall vary in conformity with each change in such prime rate.

The Financial Institution's prime rate is the annual interest rate that the Financial Institution sets from time to time as its prime rate. On the date of this Agreement, this rate is **6.950%** per annum. The Borrower may at any time inquire of the Financial Institution or its Internet site, if applicable, about the Financial Institution's prime rate then in force.

The interest shall be paid on the **first day** of each **month**; it shall be debited automatically from the Borrower's PCA account(s). If the payment date falls on a day that is not a "business day", the Financial Institution may debit the Borrower's account(s) on the next "business day", and interest shall accrue in the interval.

The Financial Institution may at any time, through a 30-day advance notice in writing, modify the increase percentage(s) over the Financial Institution's prime rate stipulated herein.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the principal that produced it. It may be compounded but remains payable at any time.

3. TERMS AND CONDITIONS OF USE AND TRANSACTIONS COVERED

The Borrower shall benefit from variable credit in portions of **$0.01** (credit units) or multiples thereof, pursuant to the terms and conditions set out herein:

(1) These cash advances shall be paid in order to cover, when the balance in its chequing account(s) (PCA) is insufficient, cheques drawn on said account(s), withdrawals made from said account(s), and any other debit authorized on said account(s) by the Borrower, with the Borrower authorizing the Financial Institution to debit its account(s) for any obligation toward the Financial Institution that becomes payable. The Borrower shall then see its debt increase by an amount equal to the number of credit units required to cover the overdraft on the account.

(2) Simultaneously, the Borrower shall acquire the right to make withdrawals, authorize debits and draw cheques on the surplus, from its PCA account, and the Financial Institution shall make the entries required to account therefor.

(3) The above terms shall not apply if a withdrawal, debit or payment of a cheque would result in exceeding the total amount of the variable credit.

The variable credit may also be used to cover the Borrower's commitments under a factoring agreement or to have the Financial Institution issue, if applicable, letters of guarantee, bonds, letters of credit, documentary credit, foreign exchange contracts, foreign exchange options and other foreign exchange and interest derivatives. Whenever the Borrower shall make such commitments, the amount available in variable credit will be reduced by the amount that the Financial Institution deems necessary to cover these commitments, which it will indicate to the Borrower. The reduction will be maintained to refund amounts the Financial Institution may have to pay to honour letters of guarantee, surety bonds, letters of credit, documentary credit, foreign exchange contracts and other derivative products, subject to the terms and conditions applicable to the variable credit stipulated herein and, if applicable, in a separate agreement. If one or more commitments become enforceable, the Financial Institution may consider the amount of the commitments as an advance hereunder.

4. PRINCIPAL REPAYMENT AND CREDIT VARIATION

For the repayment of the sums due in principal, the caisse will manually debit at the request of either party.

Aside from the disbursement and repayment terms stipulated previously, the Borrower may repay advances at any time, in whole or in part, without penalty. The Borrower may then take advantage of the variable credit again, as if it had never received the principal it is paying back.

5. CONDITIONS

Generic conditions

- The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
- The Borrower shall transfer to the Financial Institution its main operating account and variable operating credit, if any, currently with **RBC**.
- The Borrower may make distributions to shareholders (purchase or redemption of shares, declaration or payment of dividends, withdrawals, advances, loans, etc.) only if all financial ratios applicable to the Borrower are respected.
- The conditions of the governmental program, guarantee or insurance or other shall be strictly observed.
- **Proof of insurance by EDC for 100% of the letter of guarantee.**
- **Property and casualty insurance**
- The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism), and other risks, with proceeds payable to the Financial Institution:
  - business interruption or loss of income as a result of a claim
- In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

Other conditions

- **Letters of guaranteeThe issuance of letters of guarantee by the Caisse at the Borrower's request shall decrease the available amount by the amount of each letter of guarantee issued. Issued letters of guarantee shall have a maximum duration of 12 months. In no case shall the total of such reductions exceed $1 000,000.00, which could otherwise limit the issuance of letters of guarantee accordingly.**

6. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION

The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- modify the nature of its business.
- acquire another business or engage in a merger.
- if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
- Control is currently in the hands of **Sajeeb Koya Kunju**.

The obligation to obtain the Financial Institution's prior consent in writing for the abovementioned transactions and for the operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

7. FINANCIAL RATIOS

The Borrower must at all times respect the following financial ratio(s):

- **working capital ratio equal to or greater than 1.1 : 1.**

  The working capital ratio is equal to: total current assets divided by total current liabilities.

  Excluded from current assets for the calculation of working capital are advances and loans to shareholders, directors, officers, employees, and loans and advances to and investments in related entities. Unless a default event arises that is likely to make a loan balance due, excluded from current liabilities are amounts of long-term debt that are classified in current liabilities because the term of the debt matures the following fiscal year.

- **ratio of long-term debt to tangible net worth equal to or less than 3 : 1.**

  For calculation purposes, long-term debt includes total long-term liabilities, including non-deferred or non-subordinated preferred shares redeemable at the holder's option at their redemption value but excluding long-term future income tax credits, deferred or subordinated debts and deferred or subordinated preferred shares redeemable at the holder's option.

  Tangible net worth is the total of share capital, retained earnings, contributed surplus, deferred or subordinated debts, redeemable preferred shares[1] and long-term future income tax credits, less intangible assets[2], non-deferred or non-subordinated preferred shares redeemable at the holder's option at their redemption value, loans and advances to shareholders, directors, officers, employees, and loans and advances to and investments in related entities (other than accounts receivable generated in the normal course of business).

  1. At the option of the holder (deferred or subordinated) and at the option of the company.
  2. Assets including but not limited to goodwill, expenses related to research and development, financing, start-up or marketing, trademarks, patents, software, source code and any other deferred expense.

The obligation to maintain the above-mentioned financial ratio(s) at all times henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

8. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing slated for **2025-05-31**, the Borrower must provide the Financial Institution with the following document(s) before **2025-04-30**:

- its **in the form of a review engagement** annual financial statements as at **2024-12-31**.
- the recent **in the form of a review engagement** annual financial statements for the following businesses: **YYZ Lighting Inc.**.
- a detailed list broken down by 30-day periods of its accounts receivable as at the end of the fiscal year.
- a detailed statement, as per the Financial Institution's requirements, as at the end of the fiscal year, of its inventory and its purchase cost (or market value if it is lower than the purchase cost).
- a detailed list, broken down by 30-day periods, of its accounts payable, and amounts owing under tax laws, as at the end of the fiscal year.
- an organization chart detailing the relationship between the Borrower and the related party organizations and any other related parties.
- the recent signed personal balance sheets of **Sajeeb Koya Kunju** every **3** year(s).

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

9. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a **first** priority ranking general personal property security securing all of the present and future personal property of the Borrower
- a guarantee under the **Export Development Canada** program run by **Government of Canada** with a percentage of **100%**
- a guarantee from **SAJEEB KOYA KUNJU** for the amount of **$1,250,000.00**
  - with respect to all of the Borrower's present and future debts and obligations toward the Financial Institution
- a guarantee from **YYZ LIGHTING INC.** for the amount of **$5,000,000.00**
  - with respect to all of the Borrower's present and future debts and obligations toward the Financial Institution

10. VARIABLE CREDIT AVAILABILITY

The variable credit shall be available once all security interests required by the Financial Institution have been duly perfected, all proof of insurance of any property has been duly submitted pursuant hereto and all supporting documentation required by the Financial Institution has been provided and the pre-conditions stipulated herein have been duly met, if applicable.

11. REDUCTION OR CANCELLATION OF THE VARIABLE CREDIT

The Financial Institution may at any time advise the Borrower that it is reducing the amount of the variable credit or that it is terminating it and that there is a temporary or final suspension of advances, as applicable.

12. REQUEST FOR REPAYMENT

The Financial Institution reserves the right to demand at any time immediate repayment of any balance owed in principal, interest and costs. The Financial Institution will then be entitled to stop carrying out the Agreement, subject to all its other rights and remedies.

13. OTHER CONDITIONS

(a) Limitation of use

The variable credit shall not be used to finance capital expenditures without the Financial Institution's prior written authorization.

(b) Appropriation of payments

All amounts collected by the Borrower or any other person or stemming from the proceeds of realizing on the Financial Institution's security interests or any other source could be appropriated by the Financial Institution in payment of and/or to reduce any debt owed to it by the Borrower, at the Financial Institution's sole discretion and decision. These amounts shall initially be appropriated to accrued interest, starting with the oldest, as well as to the cost of life insurance and disability insurance coverage on the variable credit, if any, and then to the repayment of the principal.

(c) Evidence

Subject to any other means of evidence allowed by law, production of the parties' respective receipts and, if applicable, cleared cheques shall constitute complete evidence of the balance owing and payments made. The Borrower also agrees that, if it is provided with cleared cheques or receipts on its request, the photocopies that the Financial Institution may produce of them will have the same evidentiary value as the originals; the authenticity and accuracy of the photocopies may only be contested upon the Borrower's production of the originals.

(d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accounts.

(e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

(f) Applicable laws

This variable credit and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

(g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly follow-up and periodic review. The Borrower will also pay the fees for unused credit availability, increased control, late document submission, lack of sufficient funds in its PCA account to allow the collection of a payment amount at a pre-determined date, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid. The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

(h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations, representations, guarantees and commitments stipulated herein.

(i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

14. DEFAULT

The Borrower shall be in default in any of the following cases:

(i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;

(ii) If the Borrower draws a cheque that brings the variable credit balance to an amount higher than the amount authorized hereunder;

(iii) If a statement, representation or guarantee made in relation with this variable credit is false or misleading;

(iv) If the Borrower or any person standing as guarantor on the variable credit stipulated herein or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.

The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

15. OTHER MENTIONS

Signed at Pickering, ON, on 17 July 2024.

Signature of the Financial Institution's representative
JOSEPH STASKO

Signature of the Borrower or its representative
SAJEEB KOYA KUNJU

Signature of Co-Borrower

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

October 10th, 2025

3S INTERNATIONAL INC.
1175 SQUIRES BEACH RD.
PICKERING (ON) L1W 3V3

To the attention of: SAJEEB KOYA KUNJU

SUBJECT: Renewal of loan(s) and changes
00303-0725959

Dear Sir,

With the exclusion of the specific credits mentioned in the second paragraph below, this letter concerns all credits, including all loans, split loans, variable credit, foreign exchange line, rotating credit and wholesale financing issued to 3S INTERNATIONAL INC. (the "Borrower") by CAISSE DESJARDINS ONTARIO CREDIT UNION INC., through a contract, offer of financing or other means (the "Credits").

The credits identified below and any other credit offered by a Desjardins Group entity other than CAISSE DESJARDINS ONTARIO CREDIT UNION INC. are not provided for in this letter, and remain in effect and subject to the terms and representations and warranties set out in the contracts governing them:

- N/A

1. EXTENSION OF LOAN(S)

Having reviewed the credits in question that have been granted in accordance with contract, and/or offer of financing, we wish to confirm that the Caisse agrees to extend this(these) loan(s), as amended or renewed, as the case may be, until the next review, according to the same terms and conditions and based on the same representations and warranties set out in the existing credits as amended, if applicable, and security documents, and in all other associated documents or agreements relating to this or these credits or this (the " Credits contracts"), subject to the prerequisite changes and conditions stated herein, as applicable.

2. AMENDMENT(S)

The credits shall be amended as follows as of October 10th, 2025:

2.1 Paragraph "Financial ratios" of the credits shall henceforth read as follows, or shall be replaced with the following paragraph:

The Borrower shall at all times maintain the following financial ratio(s) :

- Working capital ratio equal to or greater than 1,10 : 1

  The working capital ratio is equal to: total current assets divided by total current liabilities. Excluded from current assets for the calculation of working capital are advances and loans to shareholders, directors, officers and employees, and loans, advances to and investments in related entities. Unless a default situation arises that is likely to make a loan balance due, excluded from current liabilities are amounts of long-term debt that are classified in current liabilities because the terms of the debts mature the following fiscal year.

- Ratio of interest-bearing debt to EBITDA equal to or less than 3,50: 1.

  For calculation purposes, the numerator is equal to the total of all interest-bearing debt, including the amount drawn down under the operating line of credit (not exclusive of cash) and the revolving credit facility, non-deferred or non-subordinated preferred shares redeemable at the holder's option at their redemption value and non-deferred or non-subordinated amounts due to related entities, shareholders, directors, officers or employees even if they are non-interest -bearing. The denominator is equal to the total of earnings before interest on short- and long-term debt, current and future income taxes, depreciation and amortization (EBITDA), the share of losses of subsidiaries or other business holdings, less the share of earnings of subsidiaries or other holdings.

The obligation to maintain the aforementioned financial ratio(s) at all times shall apply from now on to any other financing the Caisse has made available to the Borrower and this obligation shall continue to apply to such other financing, even though the financing(s) completed hereunder shall have been repaid.

3. CONTINUATION OF THE TERMS AND CONDITIONS STATED IN THE CREDITS CONTRACTS

Except as amended or replaced by this letter, if applicable, all of the terms, conditions, representations and suretyships stated in the credits or credits contracts, and in all other related collateral agreements and documents, shall remain in full force and continue to apply.

4. ABSENCE OF NOVATION

This letter does not constitute a novation for the Credits already issued to the borrower, nor a derogation from the rights, recourses, mortgages, suretyships and ranks associated with the credits, existing security documents and all other documents and/or texts associated therewith, which remain in full force and continue to guarantee all of the borrower's obligations described in the credits contracts and herein.

Please contact us for any further information.

Thank you for your business.

Sincerely,

JStasko

JOSEPH STASKO
Account Manager

This is **Exhibit "D"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Return to Affidavit

ACKNOWLEDGMENT RE: CROSS-DEFAULT

TO: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

AND TO: **LOOPSTRA NIXON LLP, its solicitors herein**

RE: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC. LOAN TO 3S INTERNATIONAL INC.**
LN FILE NO. 31673-0023

WHEREAS:

A. Caisse Desjardins Ontario Credit Union Inc. (the "**Lender**") has from time to time extended a loan or established one or more credit facilities in favour of 3S International Inc. (the "**One Million Loan**") on the terms and subject to the conditions set out in a variable credit contract, dated July 17, 2024, as may be amended (the "**One Million Offer**")

B. To secure and evidence the One Million Loan, 3S International Inc. (the "Borrower"), YYZ Lighting Inc. ("YYZ") and Sajeeb Koya Kunju ("Sajeeb") provided the Lender the following security:

i. an assignment of insurance from the Borrower;
ii. general security agreements granting a first-ranking security interest on all present and after acquired personal property of the Borrower and registered under the personal property registry in the Province of Ontario;
iii. a guarantee in support of the Borrower from YYZ in the amount of $5,000,000.00;
iv. a guarantee in support of the Borrower from Sajeeb in the amount of $1,250,000.00;
v. A guarantee from Export Development Canada;
vi. Export Development Canada Declaration, Acknowledgement & Consent from the Borrower;
vii. Pre-Authorized Debit Agreement from the Borrower;
viii. Trade Expansion Lending Program Waiver from each of: YYZ and Sajeeb.

(all of the above listed security shall hereinafter be referred to as "**One Million Security Documents**")

C. The Lender has agreed to extend a loan or establish one or more credit facilities (the "**Four Million Loan**") in favour of the Borrower on the terms and subject to the conditions set out in a variable credit contract, dated July 17, 2024, as may be amended (the "**Four Million Offer**");

D. To secure and evidence the New Loan, the Borrowers agree to provide the Lender the following security:

i. an assignment of insurance from the Borrower;
ii. general security agreements granting a first-ranking security interest on all present and after acquired personal property of the Borrower and registered under the personal property registry in the Province of Ontario;
iii. a guarantee in support of the Borrower from YYZ in the amount of $5,000,000.00;
iv. a guarantee in support of the Borrower from Sajeeb in the amount of $1,250,000.00;
v. A guarantee from Export Development Canada;
vi. Export Development Canada Declaration, Acknowledgement & Consent from the Borrower;
vii. Pre-Authorized Debit Agreement from the Borrower;
viii. Trade Expansion Lending Program Waiver from each of: YYZ and Sajeeb.

(all of the above listed security shall hereinafter be referred to as "**Four Million Security Documents**")

NOW THEREFORE, in consideration of the premises and advances made by the Lender to the Borrowers, the sufficiency of which is hereby acknowledged and confirmed by the parties hereto, the undersigned agree as follows:

1. The undersigned acknowledge receipt of and agree to be bound by the One Million Offer and Four Million Offer.

2. The undersigned confirm that notwithstanding that the One Million Security Documents were given with respect to the One Million Offer and that the Four Million Security Documents were given with respect to the Four Million Loan, the One Million Security Documents shall continue to stand as security for One Million Loan and shall also secure repayment of the Four Million Loan, and the Four Million Security Documents shall stand as security for the Four Million Loan and shall also secure repayment of the One Million Loan.

3. The undersigned acknowledge that any default under the One Million Loan or the Four Million Loan, or any security provided to the Lender thereunder, including but not limited to the One Million Security Documents and the Four Million Security Documents shall, at the sole discretion of the Lender, constitute concurrent default under any or all of the loans.

4. Where applicable, the terms and obligations contained in the One Million Offer and Four Million Offer shall otherwise continue to be in full force and effect, except for such amendments as may be necessary to give effect to the provisions hereof.

The Lender shall at all times have the right to proceed against all or any portion of the security it holds in such order and in such manner as it shall in its sole discretion deem fit, without waiving any rights which the Lender may have with respect to any and all such security, and the exercise of any such powers or remedies from time to time shall in no way affect or diminish the liability of the Borrower under the remaining security, provided however, that upon payment of the full indebtedness secured, the rights of the Lender with respect to any and all such security shall be at an end.

[signature page follows]

IN WITNESS WHEREOF each party and corporate party has hereunto affixed its respective seal or corporate seal under the hands of its proper officer or officers duly authorized in that regards.

DATED: August 23rd , 2024

3S INTERNATIONAL INC.

Per: ______________________
Name: Sajeeb Koya Kunju
Title: Authorized Signing Officer

I have authority to bind the corporation.

YYZ LIGHTING INC.

Per: ______________________
Name: Sabitha Sajeeb
Title: President

I have authority to bind the corporation.

WITNESS:	)	
	)	
	)	
______________________	)	______________________
Name: Tariq Shah	)	Sajeeb Koya Kunju

4875-3511-4458, v. 1

This is **Exhibit "E"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Return to Affidavit

EXPORT DEVELOPMENT CANADA (EDC)
EXPORTER DECLARATION, ACKNOWLEDGEMENT, AND CONSENT

TRADE EXPANSION LENDING PROGRAM ("TELP")

EDC requires all exporters to sign this declaration, acknowledgement, and consent document. We use it to detect and deter financial crime risks, to prevent, mitigate and manage risks to the environment, people, and society, and to obtain required agreements, acknowledgements and consents, such as disclosure consent. Throughout this document, "I" refers to the person signing it on behalf of the Company and its Affiliates. By signing this document, the Company is agreeing to the declarations, acknowledgements, and consent contained in it.

Corruption:

Organization for Economic Co-operation and Development (OECD) member countries such as Canada have agreed to take concerted action to fight bribery and corruption. EDC has a legal, corporate, and ethical responsibility to ensure it is not knowingly providing support to a transaction involving the offer, or giving, of a bribe.

I declare that, with respect to the business supported by EDC:

i. neither the Company[i], its Affiliates[ii] nor, to the best of the Company's knowledge (after reasonable inquiry in a manner consistent with reasonable commercial compliance practices), anyone acting on its or its Affiliates' behalf:

   (a) have been or will knowingly be party to any action in connection with a Transaction[iii] that is prohibited by applicable laws dealing with bribery (including, but not limited to, ***Canada's Corruption of Foreign Public Officials Act***), which make it illegal for persons to, directly or indirectly, give, offer, or agree to offer a loan, reward, advantage or benefit of any kind to any person in order to obtain or retain an advantage in the course of business; and

   (b) other than what the Company has already disclosed in writing to EDC, are currently under charge in a court or are formally under investigation by public prosecutors or, within the last five years, have been convicted in a court for violation of laws of any country against bribery (including, but not limited to, laws against bribery of foreign public officials) or, have entered into any form of settlement or other arrangement, including but not limited to any publicly available arbitral award in connection with the violation of laws against bribery;

ii. upon request, the Company agrees to provide to EDC the identity of persons acting on the Company's or its Affiliates' behalf in connection with a Transaction, and the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons, the country or jurisdiction in which the commissions and fees have been paid or agreed to be paid; and

iii. the commissions and fees paid, or agreed to be paid, to any natural or legal person acting on behalf of the Company or its Affiliates in connection with a Transaction, such as agents, is or will be, for legitimate services only.

Environmental, Social, and Human Rights:

EDC takes the environmental, social, and governance (ESG) commitments, as outlined in EDC's ***Environmental and Social Risk Management Policy Framework,*** *seriously. EDC ensures that ESG considerations are embedded in all of EDC's activities.*

EDC's customers and their Affiliates are expected to follow the Government of Canada's approach to ***Responsible Business Conduct Abroad****. It incorporates the prevention, mitigation, and management of risks to the environment, people, and society into businesses' core activities.*

I declare that with respect to the business supported by EDC, the Company[i], its Affiliates[ii] and to the best of the Company's knowledge, anyone acting on the Company or its Affiliates' behalf:

i. is complying with applicable environmental, social, and human rights laws and regulations, other than what the Company has already disclosed in writing to EDC; and

ii. is aware of the environmental and/or social risks[iv] (including human rights) connected to its business activities and is taking reasonable management actions[v] appropriate to the size and scale[vi] of the business to prevent and mitigate significant adverse impacts[vii].

Disclosure and Consent:

EDC's Transparency and Disclosure Policy sets out EDC's requirements and standards for the routine disclosure of information related to its business activities and its support for individual financing, guarantee, and equity Transactions. Section 24.3 of the ***Export Development Act*** *(the "Act"), requires EDC to treat non-publicly available information it obtains in relation to the customer as privileged and will not knowingly communicate, disclose, or make available such information for a purpose unrelated to a Transaction, except as may be disclosed in accordance with paragraph 24.3(2) of the Act.*

I agree that:

i. EDC may disclose information to EDC's shareholder, employees, officers, directors, auditors, brokers, agents, advisors, consultants, legal counsel, and potential or actual reinsurers (including agents of EDC or any such reinsurers), insurer or co-insurers, and to the Company's financial institution, and as required by law, statute, rule, regulation, court order, legal process, and audit;

ii. EDC may disclose reasonable suspicions of money laundering or of the financing of terrorist activities in accordance with the terms of the ***Proceeds of Crime (Money Laundering) and Terrorist Financing Act***;

iii. EDC may disclose information to law enforcement authorities where there are credible allegations or evidence that bribery was involved in the award or execution of an export contract, as per the recommendations of the ***OECD Recommendation of the Council for Bribery and Officially Supported Export Credits***; and

iv. EDC may disclose information to the World Trade Organization (WTO) in relation to any challenge under the ***Agreement on Subsidies and Countervailing Measures***, and/or the ***Export Credit Group of the OECD***, for the purposes of policy discussions and negotiations.

Any obligation of EDC to maintain confidentiality is subject to applicable law, regulation or legal process and Canada's and/or EDC's international commitments.

Transactions supported under EDC's working capital guarantee programs (specifically EDC's Export Guarantee Program (EGP) and Trade Expansion Lending Program (TELP), and any similar programs that may replace them) have additional disclosure requirements.
Disclosure: I acknowledge and agree that:

i. EDC will disclose via its website the following information in respect of a Transaction following its signing: signing date; country of transaction; name of the primary counterparty (i.e., party whose payment EDC is guaranteeing); EDC product type; general description of transaction; amount (in approximate dollar range); the Canadian company's name; and an identification of a Transaction being categorized as cleantech by EDC if applicable;

ii. The Company's financial institution may disclose to EDC any information of the Company, confidential or otherwise, including, but not limited to, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization; and

iii. EDC may disclose to the Company's financial institution the existence of any EDC policy or program under which the Company has coverage.

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

In addition to the provisions set out on the previous pages, the provisions on this page apply in connection with Guarantees/Suretyships[viii] provided by EDC to the Company's financial institution under the Export Guarantee Program (EGP) and Trade Expansion Lending Program (TELP), and any similar programs that may replace them.

No Change to Company's Repayment Obligations:

I understand and agree that, if EDC issues a Guarantee/Suretyship in favour of the Company's financial institution, the Guarantee/Suretyship (and any payment by EDC to the Company's financial institution under the Guarantee/Suretyship) will be for the benefit of the financial institution only, and will not be for the benefit of the Company.

Any Guarantee/Suretyship issued by EDC in favour of the Company's financial institution, or payment by EDC to the Company's financial institution under a Guarantee/Suretyship, will not reduce or discharge the Company's repayment obligations under any loan agreements with its financial institution in any way, and the Company will still be liable for any amounts it owes to the financial institution.

Liability to EDC:

I confirm that I am aware of and consent to one or more Guarantees/Suretyships being issued by EDC in favour of the Company's financial institution.

I acknowledge and agree that, if EDC makes a payment to the Company's financial institution under one or more Guarantees/Suretyships, the Company and any of its guarantors or sureties will become liable to EDC under the Guarantee/Suretyship, either through assignment or subrogation.*

> ** "Assignment" means that, when EDC makes a payment to the Company's financial institution under a Guarantee/Suretyship, the Company's financial institution may grant some or all of its rights under the loan agreement(s) with the Company to EDC. This may include giving EDC the right to take enforcement action directly against the Company.*
>
> *"Subrogation" means that, when EDC makes a payment to the Company's financial institution under a Guarantee/Suretyship, EDC may be entitled to "step into the shoes" of the financial institution and exercise some of the financial institution's rights against the Company. This may also include EDC taking enforcement action directly against the Company.*

I agree that the Company will take any action that is necessary or desirable for EDC to benefit from the assignment or subrogation, including executing and delivering any documents requested by EDC for this purpose.

Independent Legal Advice:

On behalf of my Company, I understand the nature and effect of the terms of this document and agree to be bound by them. I have either obtained independent legal advice regarding this document or, by signing it, I waive my Company's right to obtain independent legal advice.

With respect to this document, I acknowledge and agree that:

i. I am authorized to make the above declarations, acknowledgement, and provide the above consents on behalf of the Company and its Affiliates;

ii. EDC relies on the truthfulness of this document, including when considering whether to provide future support to the Company. EDC may withhold support to the Company if there is any material inaccuracy in this document. If there's any conflict or inconsistency between this document and the terms of the agreements outlining EDC's support (the "EDC Product Agreements") for the Company, the terms of any EDC Product Agreements will prevail;

iii. The Company will notify EDC if it becomes aware of any changes or breaches to the contents of this document;

iv. EDC and its successors and assigns* will rely on this document;

** A "successor" is usually, but not necessarily, a corporation or other entity resulting from some form of legal succession (for example, a reorganization, amalgamation, restructuring, merger, etc.) where that party assumes or takes on the rights and/or obligations of the original party.*

An "assign" refers to a person or entity that receives the benefit of an assignment, surrender, or transfer of property, rights, or benefits from someone else (i.e. someone to whom an assignment is made).

v. This document may be executed and delivered in counterparts*. Each counterpart will constitute an original, but when taken together will constitute a single instrument; and

** "Counterparts" means those additionally executed parts of one document which, when all put together, constitute the entire contract.*

vi. The parties to this document have expressly requested that it be drawn up in English. Les parties ont expressément demandé que cette Déclaration et Reconnaissance soit rédigée en anglais.

Company: 3S INTERNATIONAL INC.

Name (please print): SAJEEB KOYA KUNJU

Title: Authorized Signing Officer

Signature:

Date: 23 Aug 2024

I have the authority to bind the corporation.

Definitions

[i] **Company** means the entity identified within the signature block.

[ii] **Affiliate** means an entity or person:

i. in which the Company has a direct or indirect equity interest, or in respect of whom the Company has the power to direct or cause the direction of the management or policies (e.g. subsidiary);
ii. which has a direct or indirect equity interest in the Company, or has the power to direct or cause the direction of the Company's management or policies (e.g. parent); or
iii. which is related to the Company through a common third party which has:
   (a) a direct or indirect equity interest in both that entity or person and the Company, or
   (b) the power to direct or cause the direction of the management or policies of both that entity or person and the Company (e.g. sister company).

[iii] **Transaction** means one or more transactions entered into by the Company in the course of its business (such as the provision of goods or services), in connection with which EDC may provide insurance, guarantees, or otherwise support directly or indirectly.

[iv] **Environmental and/or social risks** mean any actual or potential adverse impacts on the environment (including climate, biodiversity, ecosystems and natural resources) and any actual or potential adverse impacts on any fundamental human right or freedom as stated in the ***International Bill of Human Rights*** (including labour and working conditions; community rights and wellbeing, health, safety and security; land acquisition and involuntary resettlement; and Indigenous Peoples) resulting from the business supported by EDC with any of:

i. the Company or its Affiliates' production, manufacturing or sale of goods;
ii. the Company or its Affiliates' known end use of the goods referred to above; or
iii. services rendered by the Company or its Affiliates.

[v] **Reasonable management actions** mean the level of judgement, care, prudence, and action that a person or company would reasonably be expected to take to manage ESG risks and impacts. Depending on the circumstances, reasonable management actions may be determined by the Company in consultation with its internal management, external advisors, affected stakeholders, and industry standards and international best practices.

[vi] As an example of **size and scale**, the ***UN Guiding Principles on Business and Human Rights*** considers that a business should have policies and processes in place appropriate to its size and circumstances to address potential human rights risks connected to its business activities. These include, but are not limited to, relationships with suppliers, clients, contractors, and customers.
An appropriate human rights due diligence process should help companies address legal risks by showing that they took every reasonable management action to avoid involvement with an alleged environmental impact or human rights abuse, such as evaluating the end use of surveillance software and equipment.

[vii] **Significant adverse impacts** can include, but are not limited to:

i. significant environmental risks that are:
   (a) high in magnitude or wide-ranging in geographic extent, such as major spills or leaks that can't be easily contained, or alteration of a substantial proportion of a plant or animal species/populations or habitats;
   (b) long-term in duration, such as negative air or water impacts that persist in the environment and have already or will cause harm to ecosystem health for two years or more; or
   (c) irreversible or otherwise very difficult to remedy, such as species mortality, impacts on endangered species, or habitat loss or fragmentation in rare or sensitive areas.
ii. severe social risks and human rights risks that have direct impacts on labour and working conditions, community health, safety and security which are:
   (a) particularly grave in nature, such as threats to or loss of life, child/forced labour or human trafficking;
   (b) widespread in scope, such as large-scale community resettlement or unsafe working conditions; or
   (c) can't be remediated, such as torture, loss of health or the destruction of cultural heritage.

[viii] **Guarantee/Suretyship** means an EDC guarantee or suretyship, under which EDC may guarantee payment to the Company's financial institution of amounts that the Company fails to pay under one or more loan agreements with its financial institution.

EDC

TRADE EXPANSION LENDING PROGRAM ("TELP")

WAIVER

Export Development Canada ("**EDC**")
150 Slater Street
Ottawa, ON K1A 1K3

CAISSE DESJARDINS ONTARIO CREDIT UNION INC., (the "**Institution**") **Obligor (Obligor):** 3S INTERNATIONAL INC.

Subject: EDC Suretyship(s) or Guarantee(s)

EDC may guarantee, in accordance with the terms of one or more EDC guarantee(s)/suretyship(s) (each an "**EDC Guarantee**", collectively the "**EDC Guarantees**"), payment to the Institution of amounts which the Obligor fails to pay pursuant to one or more agreements with the Institution (each a "**Transaction Agreement**", collectively "**Transaction Agreements**"). The undersigned has executed or may execute one or more guarantees/suretyships in favour of the Institution, guarantying certain obligations of the Obligor under the Transaction Agreements. In consideration of EDC issuing the EDC Guarantees to the Institution and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby:

(a) Contribution - (i) expressly waives the benefit of all privileges and rights based on law, equity, statute or contract, which now or may hereafter be available to it against EDC as co-guarantor or co-surety including, without limitation, any right it may have as surety to obtain contribution from EDC as a co-guarantor or a co-surety, or (ii) if located in Québec, expressly waives the benefit of all privileges and rights it may have against EDC as co-guarantor or as solidary or joint surety, including, without limitation, any action in subrogation or the personal right of action that the undersigned may have against EDC under articles 1651, 1656, 1659 and 2360 of the Civil Code of Québec;

(b) Subrogation - (i) acknowledges that it may become liable to EDC, either by way of subrogation of EDC to the rights of the Institution following payment under one or more EDC Guarantee or by way of assignment to EDC thereof; and (ii) agrees to execute and deliver such documents and do such things as may be necessary or desirable for EDC to benefit from such subrogation or assignment;

(c) Disclosure - agrees (i) that any obligation of EDC to maintain confidentiality shall be subject to the requirements of applicable law, regulation or legal process and Canada's and/or EDC's international commitments; (ii) to EDC's disclosure, following the signing of the Transaction Agreement(s), of the following information: the name of the Institution, the EDC financial service provided and date of related agreement, a general description of the transactions/projects (including country), the amount of EDC support in an approximate dollar range and the name of the Obligor; and (iii) to the Institution's disclosure to EDC of any information of the undersigned, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization; and

(d) Independent Legal Advice - understands the nature and effect of, and agrees to be bound by, the terms of this Waiver as set forth above and has obtained independent legal advice in respect of this Waiver or hereby waives such rights.

The parties to this agreement have expressly requested that it be drawn up in English. Les parties ont expressément demandé que cette entente soit rédigée en anglais.

This Waiver may be executed in any number of counterparts, all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned has executed and delivered this Waiver.

Name of Surety/Guarantor: SAJEEB KOYA KUNJU
(please print)

Signature:
I am authorized to bind the Surety/Guarantor

Name: SAJEEB KOYA KUNJU
(please print)

Date: 23 Aug 2024

EDC

TRADE EXPANSION LENDING PROGRAM ("TELP")

WAIVER

Export Development Canada ("**EDC**")
150 Slater Street
Ottawa, ON K1A 1K3

CAISSE DESJARDINS ONTARIO CREDIT UNION INC., (the "**Institution**") **Obligor (Obligor):** 3S INTERNATIONAL INC.

Subject: EDC Suretyship(s) or Guarantee(s)

EDC may guarantee, in accordance with the terms of one or more EDC guarantee(s)/suretyship(s) (each an "**EDC Guarantee**", collectively the "**EDC Guarantees**"), payment to the Institution of amounts which the Obligor fails to pay pursuant to one or more agreements with the Institution (each a "**Transaction Agreement**", collectively "**Transaction Agreements**"). The undersigned has executed or may execute one or more guarantees/suretyships in favour of the Institution, guarantying certain obligations of the Obligor under the Transaction Agreements. In consideration of EDC issuing the EDC Guarantees to the Institution and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby:

(a) Contribution - (i) expressly waives the benefit of all privileges and rights based on law, equity, statute or contract, which now or may hereafter be available to it against EDC as co-guarantor or co-surety including, without limitation, any right it may have as surety to obtain contribution from EDC as a co-guarantor or a co-surety, or (ii) if located in Québec, expressly waives the benefit of all privileges and rights it may have against EDC as co-guarantor or as solidary or joint surety, including, without limitation, any action in subrogation or the personal right of action that the undersigned may have against EDC under articles 1651, 1656, 1659 and 2360 of the Civil Code of Québec;

(b) Subrogation - (i) acknowledges that it may become liable to EDC, either by way of subrogation of EDC to the rights of the Institution following payment under one or more EDC Guarantee or by way of assignment to EDC thereof; and (ii) agrees to execute and deliver such documents and do such things as may be necessary or desirable for EDC to benefit from such subrogation or assignment;

(c) Disclosure - agrees (i) that any obligation of EDC to maintain confidentiality shall be subject to the requirements of applicable law, regulation or legal process and Canada's and/or EDC's international commitments; (ii) to EDC's disclosure, following the signing of the Transaction Agreement(s), of the following information: the name of the Institution, the EDC financial service provided and date of related agreement, a general description of the transactions/projects (including country), the amount of EDC support in an approximate dollar range and the name of the Obligor; and (iii) to the Institution's disclosure to EDC of any information of the undersigned, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization; and

(d) Independent Legal Advice - understands the nature and effect of, and agrees to be bound by, the terms of this Waiver as set forth above and has obtained independent legal advice in respect of this Waiver or hereby waives such rights.

The parties to this agreement have expressly requested that it be drawn up in English. Les parties ont expressément demandé que cette entente soit rédigée en anglais.

This Waiver may be executed in any number of counterparts, all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned has executed and delivered this Waiver.

Name of Surety/Guarantor: YYZ LIGHTING INC.
(please print)

Signature: Sabitha

Name: SABITHA SAJEEB, Authorized Signing Officer
(please print)
I am authorized to bind the Surety/Guarantor

Date: Aug 23, 2024

Programme de prêts à l’expansion internationale

Avis d’intention d’exécuter

Date de l’avis d’intention d’exécuter 29 avril 2026

Exportation et développement Canada (le <<*garant*>>)
150, rue Slater
Ottawa (Ontario)
K1A 1K3
Canada

Le numéro de référence de l’approbation de portefeuille du Programme de prêts à l’expansion internationale est le 880-98473, pour le débiteur 3S INTERNATIONAL INC. (la « Transaction »)

Personne-ressource de l’institution financière

Institution financière

Desjardins

Nom légal de la caisse

Caisse Desjardins Ontario Credit Union

Nom complet

Olivier Ludger Ménard

Titre du poste

Directeur de comptes

Adresse courriel professionnelle

valerie.a.ledoux@desjardins.com ✓Adresse courriel vérifiée

Numéro de téléphone

367-331-5476

Nom du garant pour la transaction

Nom du garant

Exportation et développement Canada (EDC)

Renseignements sur la demande d’indemnisation

Nom légal de l’entreprise (le « débiteur »)

3S INTERNATIONAL INC.

Date de prise d’effet de la garantie pour la transaction

23 août 2024

Date d’extinction de l’accord

23 août 2027

Date de l’événement garanti

9 avril 2026

Desjardins soumet le présent avis *d'intention d'exécuter au garant* pour l'aviser de la survenance d'un *événement garanti* aux termes de la *transaction* et de son intention de faire valoir et d'exercer l'ensemble de ses droits et recours aux termes des *documents de la transaction* contre le *débiteur*, les *tiers garants* et les *biens grevés*. Les termes en italique utilisés dans le présent avis sont définis dans les modalités et conditions générales de l'accord et ont le même sens.

Prénom et nom de famille du signataire autorisé

Olivier Ludger Ménard

Poste du signataire autorisé

Par exemple, chef de la direction, associé directeur, etc.

Directeur de comptes

☑ J'ai le pouvoir de lier la société. En soumettant ce formulaire, je déclare que les renseignements qu'il contient sont vrais et exacts.

Notice of Intent to Enforce

Date of Notice of Intent to Enforce April 29, 2026

Export Development Canada (the "Guarantor")
150 Slater Street
Ottawa, Ontario
K1A 1K3
Canada

The International Lending Program Portfolio Approval reference number is 880-98473, for the debtor 3S INTERNATIONAL INC. (the "Transaction")

Financial Institution Contact Person

Financial Institution
Desjardins

Legal Name of the Credit Union
Caisse Desjardins Ontario Credit Union

Full Name
Olivier Ludger Ménard

Job Title
Account Manager

Professional Email Address
valerie.a.ledoux@desjardins.com

Verified Email Address
—

Phone Number
367-331-5476

Guarantor Name for the Transaction

Guarantor Name
Export Development Canada (EDC)

Claim Information

Legal Name of the Business (the "Debtor")

3S INTERNATIONAL INC.

Effective Date of the Guarantee for the Transaction

August 23, 2024

Agreement Expiry Date

August 23, 2027

Date of the Guaranteed Event

April 9, 2026

Desjardins submits this notice of intent to enforce to the guarantor to advise it of the occurrence of a *guaranteed event* under the terms of the *transaction* and of its intention to assert and exercise all of its rights and remedies under the terms of the *documents of the transaction* against the *debtor*, the *third-party guarantors*, and the *encumbered property*. Italicized terms used in this notice are defined in the general terms and conditions of the agreement and have the same meaning.

First and Last Name of Authorized Signatory

Olivier Ludger Ménard

Position of Authorized Signatory

e.g., Chief Executive Officer, Managing Partner, etc.

Account Manager

■ "I have the authority to bind the company. By submitting this form, I declare that the information contained herein is true and accurate."

ASSIGNMENT OF INSURANCE

TO:	**CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**
AND TO:	**LOOPSTRA NIXON LLP, its solicitors herein**
RE:	**CAISSE DESJARDINS ONTARIO CREDIT UNION INC. LOAN TO 3S INTERNATIONAL INC. LN FILE NO. 31673-0023**

WHEREAS Caisse Desjardins Ontario Credit Union Inc. (the Lender") has agreed to extend a loan or establish one or more credit facilities (the "Loan") in favour of 3S International Inc. (the "Borrower") on the terms and subject to the conditions set out in variable credit agreements, each dated July 17, 2024 as may be amended, issued by the Lender to the Borrower;

AND WHEREAS the Borrower has agreed to assign to the Lender as additional security for the amounts owing to the Lender on account of the Loan, all present and future policy or policies of insurance other than third party public liability insurance (hereinafter collectively called the "Policies") now or hereafter insuring the personal property of the Borrower.

NOW THEREFORE in consideration of the Lender making the initial advance under the Loan and the sum of $2.00 paid by the Lender to the undersigned (the receipt and sufficiency of which is acknowledged by the undersigned), the undersigned acknowledges and agrees as follows:

1. the Borrower assigns, transfers and sets over the Policies to the Lender and grants a security interest in the Policies to the Lender together with all right, title and interest in and to the Policies and also together with all proceeds and other amounts payable in respect of the Policies or at any time derived by the Policies or any part or parts thereof (such Policies and all right, title and interest thereto and all proceeds and other amounts in respect thereof or derived therefrom being hereinafter collectively called the "Collateral");

2. the Collateral shall be held by the Lender as a general and continuing security for the payment of the Loan including, without limitation, all present or future, direct or indirect, absolute or contingent, matured or unmatured obligations or other indebtedness or liabilities of the Borrower to the Lender;

3. each of the issuers from time to time of the Policies is irrevocably authorized and directed to pay to the Lender or as the Lender may in writing direct, all proceeds and other amounts payable under or pursuant to the Policies. Any such proceeds received by the Lender may be appropriated by the Lender from time to time on account of such part or parts of the indebtedness and liabilities owing by the Borrower to the Lender as the Lender may determine to be most advantageous to it. The Lender is expressly authorized to collect, demand, sue for, enforce, recover and receive the proceeds of the Policies and to give valid and binding receipts and discharges therefor, as if the Lender were the absolute owner thereof and without regard to the state of accounts between the Borrower and the Lender;

4. the Lender may collect, demand, sue for, enforce, recover, receive, realize, sell or otherwise deal with the Collateral or any part thereof in such manner and upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable and without notice to the Borrower;

5. any proceeds or other amounts collected or received by the Borrower in respect of the Collateral shall be received as trustee for the Lender and shall forthwith be paid to the Lender;

6. the Lender shall not be bound or accountable for any failure to collect, demand, sue for, enforce, recover, receive, realize, sell or obtain payment of the Collateral or any part thereof and the Lender shall not be bound to institute proceedings for any such purpose or for the purpose of preserving any rights of the Lender, the Borrower or any other person in respect thereof and the Lender shall not be responsible for any loss or damage which may occur in consequences of the negligence of any officer, agent or solicitor employed in the collection or realization thereof;

7. the Lender may charge on its own behalf and also pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in connection with its doing anything authorized by this assignment or by law including, without limitation, collecting, realizing or obtaining payment of the Collateral or any part thereof and the Lender may add the amount of such expenses to the indebtedness owing by the Borrower to the Lender;

8. the Borrower shall from time to time forthwith on the Lender's request do, make and execute all such assignments, documents, acts, matters and things as may be required by the Lender of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Borrower irrevocably constitutes and appoints the Lender the true and lawful attorney of the Borrower with full power of substitution to do, make and execute all such assignments, documents, acts, matters and things with the right to use the name of the Borrower whenever and wherever it may deem necessary or expedient;

9. this Assignment shall be a continuing agreement in every respect and shall be binding upon the heirs, executors, administrators, successors and assigns of the Borrower. No remedy for the enforcement of the rights of the Lender hereunder shall be exclusive of or dependant on any other remedy, but any one or more of the remedies may from time to time be exercised independently or in combination. The Borrower and Lender have not agreed to postpone the time for attachment of the security interest created or provided for by this assignment. If more than one person executes this assignment, their obligations hereunder shall be joint and several; and

10. the Borrower shall pay all premiums and renewal premiums and other charges necessary to keep each of the Policies in full force and effect and the Borrower shall provide evidence of such payment and of all renewals to the Lender at least 30 days prior to the expiry of the respective Policies. However, the Lender may at any time and from to time pay any such premiums or other charges necessary to keep any one or more of the Policies in full force and effect and the Lender may charge reasonable amounts for services rendered in so keeping the Policies in force and may add the amounts so paid or any of the charges so made to the indebtedness owing by the Borrower to the Lender. The Borrower shall indemnify and save the Lender harmless from and against any amounts so paid by the Lender or any charges imposed by the Lender under this assignment. Notwithstanding the foregoing, the Lender shall not be obligated to utilize its own funds or to otherwise pay for any renewal of any one or more of the Policies or to pay any premiums or other charges that may be owing in respect of any of the Policies even if the failure to pay same may jeopardize the existence of any one or more of the Policies.

DATED: 23rd day of August, 2024.

signature page follows

The undersigned has executed this document as of the day and year first written above.

3S INTERNATIONAL INC.

Per: ______________________
Name: Sajeeb Koya Kunju
Title: Authorized Signing Officer

I have authority to bind the corporation.

This is **Exhibit "F"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Return to Affidavit

Prepared for :	Gowling WLG (Canada) LLP - Hamilton - Ta
Reference :	TRUPRAI/B.Pearson
Docket :	G10118027
Search ID :	1078994
Date Processed :	4/9/2026 10:45:12 AM
Report Type :	PPSA Electronic Response
Search Conducted on :	3S INTERNATIONAL INC.
Search Type :	Business Debtor

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 3S INTERNATIONAL INC.

FILE CURRENCY: April 8, 2026

RESPONSE CONTAINS: APPROXIMATELY 5 FAMILIES and 9 PAGES.

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.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

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TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 3S INTERNATIONAL INC.

FILE CURRENCY: April 8, 2026


1C FINANCING STATEMENT / CLAIM FOR LIEN

   FAMILY :   1 OF   5       ENQUIRY PAGE :   1 OF   9

SEARCH  : BD  : 3S INTERNATIONAL INC.

00 FILE NUMBER : 505383993   EXPIRY DATE : 14MAY 2029 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
REG NUM : 20240514 1550 1532 1410 REG TYP: P  PPSA    REG PERIOD: 05
02 IND DOB :            IND NAME:
03 BUS NAME: 3S INTERNATIONAL INC.
OCN :
04 ADDRESS : 1175 SQUIRES BEACH RD UNIT 1
CITY    : PICKERING               PROV: ON    POSTAL CODE: L1W3V3
05 IND DOB :            IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY    :                         PROV:       POSTAL CODE:



08 SECURED PARTY/LIEN CLAIMANT :
THE TORONTO-DOMINION BANK
09 ADDRESS : 55 KING STREET WEST
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5K 1A2
CONS.                               MV                  DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT      MATURITY    MAT DATE
10                     X      X                                          X
YEAR MAKE                     MODEL               V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: D + H LIMITED PARTNERSHIP
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
CITY    : MISSISSAUGA             PROV: ON     POSTAL CODE: L4Z 1H8

CONTINUED

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 3S INTERNATIONAL INC.

FILE CURRENCY: April 8, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 5 ENQUIRY PAGE : 2 OF 9

SEARCH : BD : 3S INTERNATIONAL INC.
FILE NUMBER 505383993
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20240906 1330 1590 7320
21 REFERENCE FILE NUMBER : 505383993
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 3S INTERNATIONAL INC.

25 OTHER CHANGE:
26 REASON: TO ADD A GENERAL COLLATERAL DESCRIPTION.
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE

10
11
12
13 ASSIGNMENT OF TERM DEPOSITS HELD AT THE TORONTO-DOMINION BANK TO
14 SECURE CREDIT CARDS IN THE AMOUNT OF $110,000.
15
16 NAME : GARDINER ROBERTS LLP (A. EISENBERG)
17 ADDRESS : 3600-22 ADELAIDE STREET WEST
CITY : TORONTO PROV : ON POSTAL CODE : M5H 4E3

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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          MINISTRY OF CONSUMER AND BUSINESS SERVICES
          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                      ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 3S INTERNATIONAL INC.

FILE CURRENCY: April 8, 2026


1C FINANCING STATEMENT / CLAIM FOR LIEN

   FAMILY :   2 OF   5       ENQUIRY PAGE :   3 OF   9

SEARCH  : BD  : 3S INTERNATIONAL INC.

00 FILE NUMBER : 508547196   EXPIRY DATE : 26AUG 2034 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
REG NUM : 20240826 1440 1590 5797 REG TYP: P  PPSA    REG PERIOD: 10
02 IND DOB :            IND NAME:
03 BUS NAME: 3S INTERNATIONAL INC.
OCN :
04 ADDRESS : 1175 SQUIRES BEACH ROAD, 1
CITY    : PICKERING               PROV: ON    POSTAL CODE: L1W 3V3
05 IND DOB :            IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY    :                         PROV:       POSTAL CODE:



08 SECURED PARTY/LIEN CLAIMANT :
CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
09 ADDRESS : 40 ELM ST, UNIT 166
CITY    : SUDBURY                 PROV: ON    POSTAL CODE: P3C 1S8
CONS.                               MV                    DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT      MATURITY    MAT DATE
10        X      X      X      X      X
YEAR MAKE                      MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: LOOPSTRA NIXON LLP / REXLAW
17 ADDRESS : 600-135 QUEENS PLATE DRIVE
CITY    : ETOBICOKE               PROV: ON     POSTAL CODE: M9W 6V7

END OF FAMILY

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 3S INTERNATIONAL INC.

FILE CURRENCY: April 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 4 OF 9

SEARCH : BD : 3S INTERNATIONAL INC.

```
00 FILE NUMBER : 512657451   EXPIRY DATE : 14JAN 2030 STATUS :
01 CAUTION FILING :          PAGE : 01  OF 001        MV SCHEDULE ATTACHED :
REG NUM : 20250114 1704 1462 1954 REG TYP: P  PPSA    REG PERIOD: 5
02 IND DOB :            IND NAME:
03 BUS NAME: 3S INTERNATIONAL INC.
OCN :
04 ADDRESS : 1175 SQUIRES BEACH ROAD UNIT 1
CITY    : PICKERING               PROV: ON    POSTAL CODE: L1W3V3
05 IND DOB : 10MAY1965  IND NAME: SAJEEB                 KOYA KUNJU
06 BUS NAME:
OCN :
07 ADDRESS : 1175 SQUIRES BEACH ROAD UNIT 1
CITY    : PICKERING               PROV: ON    POSTAL CODE: L1W3V3



08 SECURED PARTY/LIEN CLAIMANT :
TESLA MOTORS CANADA ULC
09 ADDRESS : 3401 DUFFERIN STREET, SUITE 320
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M6A2T9
CONS.                               MV                    DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10 X                                  X     63160                          X
YEAR MAKE                        MODEL              V.I.N.
11 2024 TESLA                       MODEL Y            7SAYGDEE2RF206559
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: TESLA MOTORS CANADA ULC
17 ADDRESS : 3401 DUFFERIN STREET, SUITE 320
CITY    : TORONTO                 PROV: ON     POSTAL CODE: M6A2T9
```

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 3S INTERNATIONAL INC.

FILE CURRENCY: April 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 5 ENQUIRY PAGE : 5 OF 9

SEARCH : BD : 3S INTERNATIONAL INC.

```
00 FILE NUMBER : 674680977   EXPIRY DATE : 28NOV 2026 STATUS :
01 CAUTION FILING :          PAGE : 01  OF 001        MV SCHEDULE ATTACHED :
REG NUM : 20111128 1946 1531 8690 REG TYP: P  PPSA    REG PERIOD: 5
02 IND DOB :            IND NAME:
03 BUS NAME: 3S INTERNATIONAL INC.
OCN :
04 ADDRESS : 19 LENTHALL  AVE
CITY    : SCARBOROUGH             PROV: ON    POSTAL CODE: M1B 2C7
05 IND DOB :            IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY    :                         PROV:       POSTAL CODE:



08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA
09 ADDRESS : 180 WELLINGTON STREET WEST
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5J 1J1
CONS.                               MV                    DATE OF   OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10                      X      X
YEAR MAKE                      MODEL               V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS : 4126 NORLAND AVENUE
CITY    : BURNABY                 PROV: BC     POSTAL CODE: V5G 3S8
```

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 3S INTERNATIONAL INC.

FILE CURRENCY: April 8, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 6 OF 9

SEARCH : BD : 3S INTERNATIONAL INC.
FILE NUMBER 674680977
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20161028 1436 1530 9567
21 REFERENCE FILE NUMBER : 674680977
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 3S INTERNATIONAL INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS : 4126 NORLAND AVENUE
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 3S INTERNATIONAL INC.

FILE CURRENCY: April 8, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 7 OF 9

SEARCH : BD : 3S INTERNATIONAL INC.
FILE NUMBER 674680977
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20211029 0819 1532 4769
21 REFERENCE FILE NUMBER : 674680977
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 3S INTERNATIONAL INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : D + H LIMITED PARTNERSHIP
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L4Z 1H8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 3S INTERNATIONAL INC.

FILE CURRENCY: April 8, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 8 OF 9

SEARCH : BD : 3S INTERNATIONAL INC.
FILE NUMBER 674680977
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20240925 1025 1793 3742
21 REFERENCE FILE NUMBER : 674680977
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 3S INTERNATIONAL INC.

25 OTHER CHANGE:
26 REASON: AMENDED TO ADD A GENERAL COLLATERAL DESCRIPTION
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13 CASH COLLATERAL HELD WITH ROYAL BANK OF CANADA
14
15
16 NAME : AIRD & BERLIS LLP
17 ADDRESS : 181 BAY STREET, SUITE 1800, BOX# 754
CITY : TORONTO PROV : ON POSTAL CODE : M5J2T9

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 3S INTERNATIONAL INC.

FILE CURRENCY: April 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 9 OF 9

SEARCH : BD : 3S INTERNATIONAL INC.

00 FILE NUMBER : 793745424 EXPIRY DATE : 30MAY 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230530 0818 1902 5045 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: 3S INTERNATIONAL INC.
OCN :
04 ADDRESS : 1175 SQUIRES BEACH ROAD
CITY : PICKERING PROV: ON POSTAL CODE: L1W 3V3
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
NISSAN CANADA INC.
09 ADDRESS : 5290 ORBITOR DRIVE
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 4Z5

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10	X				X	X	49090	18MAY2027	

	YEAR	MAKE	MODEL	V.I.N.
11	2023	NISSAN	ROGUE	JN8BT3BB6PW199034
12				

GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

This is **Exhibit "G"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Desjardins

GENERAL GUARANTEE AND POSTPONEMENT OF CLAIM

Return to Affidavit

PART I - GUARANTEE

In consideration of CAISSE DESJARDINS ONTARIO CREDIT UNION INC.'s (the "**Financial Institution**") agreement to finance 3S INTERNATIONAL INC. (the "**Member**") and for such other valuable consideration, the receipt and sufficiency of which is hereby accepted, the undersigned, YYZ LIGHTING INC. (the "**Guarantor**") covenants to jointly and severally guarantee all of the financial obligations of the Member to the Financial Institution, whether present or future, direct or indirect, whether matured or not, (the "**Obligations**"), provided that the Guarantor's liability herein shall be limited to the payment by the Guarantor of an amount which shall not exceed five million dollars ($ 5,000,000.00) in principal and interest, together with all fees and interests applicable thereto, at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment.

IT IS FURTHER CONVENANTED AS FOLLOWS:

1. **CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.

2. **SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.

3. **OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.

4. **ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor.

   All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as borrower in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.

5. **REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided a security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.

6. **ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.

7. **DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

8. **EXTENT OF GUARANTEE.** The guarantee contained in this Part I - Guarantee shall remain a valid and a continuing general guarantee for all of the Obligations, notwithstanding the occasional, total or partial payment of the Member's debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution twenty (20) days' prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor's liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days' notice.

   The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I - Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member's Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

   The Guarantor covenants to review the Member's financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

9. **ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member's Obligations.

10. **OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member's Obligations.

PART II - SUBROGATION AND POSTPONEMENT OF CLAIM

11. **SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future, of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member's Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, without in any way limiting or lessening the Guarantor's liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution's prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further action which may be desirable in order to give full effect to this guarantee and every part hereof.

12. **TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II - Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

13. **PARTS I AND II INDEPENDENT.** Part II - Subrogation and Postponement of Claim shall be independent of Part I - Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I - Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

PART III - INTERPRETATION

14. **GOVERNING LAW.** This General Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. **RECEIPT.** The Guarantor acknowledges receipt of this General Guarantee and Postponement of Claim.

16. **ENUREMENT.** This General Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

17. **ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this General Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this General Guarantee and Postponement of Claim. This General Guarantee and Postponement of Claim may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of this General Guarantee and Postponement of Claim.

18. **SEVERABILITY.** If any article, section or any portion of any section of this General Guarantee and Postponement of Claim is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this General Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this General Guarantee and Postponement of Claim.

19. **NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this General Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at Mississauga, in Ontario, on this 23rd day of August, 2024.

YYZ LIGHTING INC. Sabitha	
Signature of Guarantor or representative	Signature of Guarantor or representative
SABITHA SAJEEB, AUTHORIZED SIGNING OFFICER	
Name (print)	Name (print)
I have the authority to bind the corporation.	
1175, SQUIRES BEACH RD, APT 2, PICKERING ON L1W 3V3	
Address	Address
Signature of Guarantor or representative	Signature of Guarantor or representative
Name (print)	Name (print)
Address	Address

This is **Exhibit "H"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Desjardins

GENERAL GUARANTEE AND POSTPONEMENT OF CLAIM

Return to Affidavit

PART I - GUARANTEE

In consideration of CAISSE DESJARDINS ONTARIO CREDIT UNION INC.'s (the "**Financial Institution**") agreement to finance 3S INTERNATIONAL INC. (the "**Member**") and for such other valuable consideration, the receipt and sufficiency of which is hereby accepted, the undersigned, SAJEEB KOYA KUNJU (the "**Guarantor**") covenants to jointly and severally guarantee all of the financial obligations of the Member to the Financial Institution, whether present or future, direct or indirect, whether matured or not, (the "**Obligations**"), provided that the Guarantor's liability herein shall be limited to the payment by the Guarantor of an amount which shall not exceed one million two hundred fifty thousand dollars ($ 1,250,000.00) in principal and interest, together with all fees and interests applicable thereto, at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment.

IT IS FURTHER CONVENANTED AS FOLLOWS:

1. **CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.

2. **SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.

3. **OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.

4. **ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor.

   All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as borrower in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.

5. **REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided a security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.

6. **ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.

7. **DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

8. **EXTENT OF GUARANTEE.** The guarantee contained in this Part I - Guarantee shall remain a valid and a continuing general guarantee for all of the Obligations, notwithstanding the occasional, total or partial payment of the Member's debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution twenty (20) days' prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor's liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days' notice.

   The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I - Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member's Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

   The Guarantor covenants to review the Member's financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

9. **ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member's Obligations.

10. **OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member's Obligations.

PART II - SUBROGATION AND POSTPONEMENT OF CLAIM

11. **SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future, of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member's Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, without in any way limiting or lessening the Guarantor's liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution's prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further action which may be desirable in order to give full effect to this guarantee and every part hereof.

12. **TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II - Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

13. **PARTS I AND II INDEPENDENT.** Part II - Subrogation and Postponement of Claim shall be independent of Part I - Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I - Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

PART III - INTERPRETATION

14. **GOVERNING LAW.** This General Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. **RECEIPT.** The Guarantor acknowledges receipt of this General Guarantee and Postponement of Claim.

16. **ENUREMENT.** This General Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

17. **ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this General Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this General Guarantee and Postponement of Claim. This General Guarantee and Postponement of Claim may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of this General Guarantee and Postponement of Claim.

18. **SEVERABILITY.** If any article, section or any portion of any section of this General Guarantee and Postponement of Claim is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this General Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this General Guarantee and Postponement of Claim.

19. **NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this General Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at Mississauga, in Ontario, on this 23rd day of August, 2024.

Signature of Guarantor or representative	
SAJEEB KOYA KUNJU Name (print)	TARIQ SHAH Witness Name (print)
3335, HOLLYWOOD CRT, PICKERING, ON L1X 0A3 Address	3-315 Trader's Blvd E, Mississauga, ON, L4Z3E4 Address
Signature of Guarantor or representative	Signature of Guarantor or representative
Name (print)	Name (print)
Address	Address

This is **Exhibit "I"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Desjardins

General Security Agreement (Business)

Return to Affidavit

This Agreement is entered into this 23rd day of August, 2024

BETWEEN: 3S INTERNATIONAL INC.

1175, SQUIRES BEACH RD., PICKERING, UNIT 1, ON, L1W 3V3
(hereinafter called the "Borrower")

AND: CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

40, ELM ST. UNIT 166, SUDBURY, ON P3C 1S8
(hereinafter called the "Financial Institution")

Whereas the Financial Institution agreed to provide certain financing to the Borrower and the Borrower agreed to provide the Financial Institution with security for payment of all of the Borrower's Obligations to the Financial Institution;

NOW THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the Borrower and the Financial Institution hereunder and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) IT IS AGREED AS FOLLOWS:

ARTICLE ONE - DEFINITIONS AND INTERPRETATION

1.1 ***Definitions.*** In this Agreement unless something in the subject matter or context is inconsistent therewith:

(a) "Act" means the *Personal Property Security Act* (Ontario) and the regulations thereunder, as amended from time to time, or any legislation that may be substituted therefor;

(b) "Agreement" means this agreement, including any and all Schedules thereto and any amendments hereto agreed to by all of the parties evidenced in writing;

(c) "Collateral" means, subject to Section 2.4, any and all of the undertaking, property and assets of the Borrower which are now or at any time hereafter owned by the Borrower or in which the Borrower now has or at any time hereafter acquires any interest of any nature whatsoever, including those specific assets more particularly described on Schedule "A" hereto and including, without in any way limiting the generality of the foregoing:

(i) all present and future equipment of the Borrower, including all machinery, fixtures, plant, tools, furniture, vehicles of any kind or description, all spare parts, accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating thereto;

(ii) all present and future inventory of the Borrower, including all raw materials, materials used or consumed in the business or profession of the Borrower, work-in-progress, finished goods, goods used for packing, materials used in the business of the Borrower not intended for sale, and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ("Inventory");

(iii) all present and future debts, demands and amounts due or accruing due to the Borrower whether or not earned by performance, including without limitation its book debts, accounts receivable and claims under policies of insurance; and all contracts, security interests and other rights and benefits in respect thereof ("Accounts");

(iv) all present and future intangible personal property of the Borrower, including all contract rights, goodwill, patents, trade marks, trade names, business styles, copyrights and other industrial property, and all other choses in action of the Borrower of every kind, whether due at the present time or hereafter to become due or owing;

(v) all present and future documents of title of the Borrower, whether negotiable or otherwise including all warehouse receipts and bills of lading;

(vi) all present and future agreements made between the Borrower as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods ("Chattel Paper");

(vii) all present and future bills, notes and cheques (as such are defined pursuant to the *Bills of Exchange Act* (Canada)), and all other writings that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without any necessary endorsement or assignment ("Instruments");

(viii) all present and future money of the Borrower, whether authorized or adopted by the Parliament of Canada as part of its currency or any foreign government as part of its currency;

(ix) all present and future securities held by the Borrower, including shares, options, rights, warrants, joint venture interests, interests in limited partnerships, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the Borrower in property or in an enterprise or which constitute evidence of an obligation of the issuer; and including an uncertificated security within the meaning of Part VI (Investment Securities) of the *Business Corporations Act* (Ontario) and all substitutions therefor and dividends and income derived therefrom ("Securities");

(x) all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating to the undertaking, property and assets of the Borrower which are subject to the Security Interest; and

(xi) all Proceeds.

(d) "Deficiency" means, at any time, the difference, if any, between:

(i) the aggregate of (A) the amount of the Obligations at that time and (B) the Reasonable Expenses incurred prior to that time; and

(ii) the proceeds of disposition received by the Financial Institution from a disposition of the Collateral in accordance with subsection 4.1(h);

(e) "Event of Default" means the occurrence of one or more of the following events:

(i) if the Borrower fails to pay to the Financial Institution any indebtedness forming part of the Obligations as and when the same shall be due and payable by the Borrower to the Financial Institution;

(ii) if the Borrower neglects to carry out or fails to observe any representation, warranty, covenant term or condition herein or in any of the Obligations, or in any agreement, certificate or other document delivered pursuant thereto provided the Borrower shall have fifteen (15) days to make good such default before the Borrower shall be deemed to be in default hereunder;

(iii) if the Borrower defaults in the performance of any provision of, or an Event of Default occurs under, any agreement or instrument to which the Borrower is a party or by which it or any of its assets is bound (including, without limitation, any agreement relating to a line of credit and/or any other credit agreement made available from time to time by the Financial Institution or any affiliate thereof to the Borrower, any security therefor or any other agreement or instrument relating thereto) unless the same has been waived by each relevant party affected thereby or unless such default is capable of being remedied and the period specified in such agreement or instrument for remedying such default has not expired;

(iv) if the Collateral is damaged, stolen or destroyed, or other seizure, forced sale or sequestration involving the Collateral or the Borrower takes place;

(v) if the Borrower becomes insolvent or makes a bulk sale of its assets or makes a general assignment for the benefit of creditors, or if any proceeding or filing is instituted or made by the Borrower seeking relief, or to adjudicate it as bankrupt or insolvent, or seeking the liquidation, winding up, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its assets or takes any action to authorize, or in furtherance, of any of the foregoing;

(vi) if an encumbrancer shall lawfully take possession of the property of the Borrower which, in the opinion of the Financial Institution, represents a substantial portion of the property or if a distress or execution or any similar process shall be levied or enforced against such property and such process remains unsatisfied for such period of time as would permit such property or such portion thereof to be sold or seized;

(vii) if any representation, warranty, covenant, certificate, statement or report contained herein or furnished by the Borrower was false or misleading in any material respect;

(viii) if security interests, rights or charges are attached to the Collateral, other than security in the Financial Institution's favour, without the Financial Institution's prior written consent;

(ix) if the Borrower or any guarantor fails to pay to any person, including the Financial Institution, any indebtedness whether scheduled at maturity or by required payment, acceleration, demand or otherwise and such failure continues after any applicable grace period;

(x) if there occurs an event, act, circumstance or condition (financial or otherwise) that gives the Financial Institution ground to believe that the Borrower may not, or will be unable to perform or observe in the normal course its Obligations, that its Security Interest is in danger;

(xi) if the Borrower does not use the monies advanced to it by the Financial Institution for the purposes for which such monies were extended; or

(xii) if, without the prior written consent of the Financial Institution, the outstanding shares of the Borrower are sold, assigned, transferred, hypothecated or additional shares of the Borrower are issued to a person not presently a beneficial owner of the shares such that a change of control of the Borrower results.

(f) "Insurance Proceeds" means all proceeds of insurance payable to the Borrower under policies of insurance maintained by the Borrower from time to time;

(g) "Obligations" means all indebtedness, liabilities and obligations (whether direct, indirect, absolute, contingent or otherwise) of the Borrower to the Financial Institution existing from time to time under or pursuant to any agreement between the Financial Institution and the Borrower, including under this Agreement;

(h) "Proceeds" means property in any form derived, directly or indirectly, from any dealing with the Collateral or other Proceeds and includes any payment representing indemnity or compensation for loss to the Collateral or other Proceeds, including without limitation, all Insurance Proceeds;

(i) "Reasonable Expenses" means any and all reasonable expenses incurred from time to time by the Financial Institution, or any Receiver, in the preparation of this Agreement, in the perfection or preservation of the Security Interest, in enforcing payment or performance of the Obligations or any part thereof or in locating, taking possession of, transporting, holding, repairing, processing, preparing for and arranging for the disposition of and/or disposing of the Collateral and any and all other reasonable expenses incurred by the Financial Institution or any Receiver as a result of the Financial Institution or a Receiver exercising any of their rights or remedies hereunder and any and all reasonable legal expenses including those incurred in any legal action or proceeding or appeal therefrom commenced, or taken in good faith by the Financial Institution and any and all reasonable fees and disbursements of any solicitor, accountant or valuator or similar person employed by the Financial Institution in connection with any of the foregoing;

(j) "Receiver" means a receiver, receiver and manager or any similar person appointed in accordance with Subsection 4.1(l); and

(k) "Security Interest" shall have the meaning assigned thereto in Section 2.1.

ARTICLE TWO - CREATION OF SECURITY INTEREST

2.1 ***Grant of Security Interest.*** Subject to Section 2.4, as continuing security for the due and timely payment and performance by the Borrower of the Obligations, the Borrower hereby grants to the Financial Institution a security interest (the "Security Interest") in the Collateral.

2.2 ***Proceeds of Collateral.*** For greater certainty, the Security Interest shall extend to the Proceeds of the Collateral.

2.3 ***No Postponement.***The Borrower and the Financial Institution acknowledge and agree that they do not intend to postpone the time for attachment of the Security Interest.

2.4 ***Excepted from Collateral.*** The last day of any term reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Borrower is hereby excepted out of the Collateral. As further continuing security for the due and timely payment and performance by the Borrower of the Obligations, the Borrower agrees that it will stand possessed of the reversion of one day remaining in the Borrower in respect of each such term, respectively, upon trust to assign and dispose of the same in such manner as the Financial Institution may from time to time direct in writing and, upon any sale of any such leasehold premises by the Financial Institution as provided for herein, the Financial Institution shall, for the purpose of vesting the aforesaid residue of any such term in any purchaser or any other person, firm or corporation, be entitled by deed or other written instrument to appoint such purchaser or other person, firm or corporation as a new trustee of the aforesaid residue of any such term in place of the Borrower and to vest the same accordingly in the new trustee freed and discharged from any obligation whatsoever respecting the same.

2.5 ***Transfers to Financial Institution.*** The Borrower shall, upon request from the Financial Institution, forthwith deliver to the Financial Institution to be held by the Financial Institution, all instruments, securities, letters of credit, advances of credit and negotiable documents of title in its possession or control, and shall, where appropriate, duly endorse the same for transfer in blank or as the Financial Institution may direct and shall make all reasonable efforts to forthwith deliver to the Financial Institution any and all consents or other instruments or documents necessary to comply with any restrictions on the transfer thereof in order to transfer the same to the Financial Institution.

2.6 ***Additional Security.*** As further continuing security for the due and timely payment and performance by the Borrower of the Obligations, the Borrower, subject to Section 2.4, hereby grants, bargains, sells, assigns and transfers to the Financial Institution all Collateral such that title thereto and ownership therein shall belong to and be vested in the Financial Institution, provided that the Financial Institution shall not thereby assume or be liable for any obligations or payments in respect of any of the Collateral and provided further that, upon the termination of this Agreement in accordance with Section 9.2, title to and ownership in the Collateral shall be automatically revested in the Borrower without any further act of the Financial Institution or the Borrower.

2.7 ***Borrower not to Encumber Collateral.*** The Borrower shall not create, assume, incur or permit to exist any mortgage, hypothec, charge, pledge, assignment, security interest, lien or other encumbrance in, on or of the Collateral or any part or parts thereof other than the Security Interest or other security interests perfected by registration at the date hereof without the express written consent of the Financial Institution.

2.8 ***Insurance.*** The Borrower shall have and maintain insurance at all times over the Collateral against risks of fire, theft and such other risks as the Financial Institution may reasonably require in writing, containing such terms, in such forms, for such periods and underwritten by such companies as may be reasonably satisfactory to the Financial Institution. The Borrower shall duly pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Financial Institution as its interest hereunder may appear and shall, if required, furnish the Financial Institution with certificates or other evidence satisfactory to the Financial Institution of compliance with the foregoing insurance provisions.

2.9 ***Information.*** The Borrower shall upon request by the Financial Institution, furnish the Financial Institution with such information concerning the Collateral and the Borrower's affairs as the Financial Institution may reasonably request from time to time.

2.10 ***Financial Institution Not Obligated to Advance.*** Nothing herein shall obligate the Financial Institution to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Borrower to the Financial Institution.

2.11 ***Ordinary Course of Business.*** Unless and until an Event of Default shall occur, the Inventory may be sold by the Borrower in the ordinary course of business and for the purpose of carrying on same.

ARTICLE THREE - COLLECTION OF PROCEEDS

3.1 ***Payments to Financial Institution.*** Any payments made in respect of the Obligations from time to time and monies realized from any securities held therefor (including monies realized on any enforcement of this Agreement) may be applied to such part or parts of the Obligations as the Financial Institution may see fit and the Financial Institution shall, from time to time, have the right to change any appropriation as the Financial Institution may see fit.

3.2 ***Direction re: payments.*** The Financial Institution may, before as well as after the occurrence of an Event of Default, notify any person obligated to the Borrower in respect of an Account, Chattel Paper or an Instrument to make payment to the Financial Institution of all such present and future amounts due thereunder whether or not the Borrower was theretofore making collections on the Collateral. From time to time and upon the request in writing of the Financial Institution, the Borrower shall also so notify such persons to make payment directly to the Financial Institution.

3.3 ***Demand for Payment.*** In addition to the rights of the Financial Institution provided for in Section 3.1, it is understood and agreed that the Financial Institution may, at any time on or after the occurrence of an Event of Default make demand for payment of any monies secured hereby and take control of any Proceeds.

3.4 ***Monies in Trust for Financial Institution.*** In the event that the Borrower shall collect or receive any Accounts or shall be paid for any of the other Collateral or shall receive any Proceeds, all money so collected or received by the Borrower shall be received by the Borrower as trustee for the Financial Institution and shall be paid to the Financial Institution forthwith upon demand and shall, for all purposes, be deemed to form part of the Collateral.

ARTICLE FOUR - DEFAULT AND REMEDIES

4.1 ***Enforcement of Security.*** Upon the occurrence of any Event of Default, the Security Interest hereby granted shall immediately become enforceable and the Financial Institution may, forthwith or at any time thereafter and without notice to the Borrower, except as provided by applicable law or this Agreement, take one or more of the following actions:

(a) declare any or all of the Obligations not then due and payable to be immediately due and payable by giving notice in writing thereof to the Borrower and, in such event, such Obligations shall be forthwith due and payable by the Borrower to the Financial Institution;

(b) pursuant to the power of attorney granted to the Financial Institution by the Borrower contemporaneously herewith, execute on behalf of the Borrower and register such further and other instruments whether pursuant to any legislation in any province of Canada relating to the registration of mortgages, charges, hypothecs, pledges, liens or other security interests or encumbrances against land or otherwise, against the Collateral or any of it as may be necessary or desirable in order to fix its priority as a creditor of the Borrower vis-à-vis other creditors of the Borrower;

(c) commence legal action to enforce payment or performance of the Obligations;

(d) require the Borrower, at the Borrower's expense, to assemble the Collateral at a place or places designated by notice in writing given by the Financial Institution to the Borrower, and the Borrower agrees to so assemble the Collateral;

(e) require the Borrower, by notice in writing given by the Financial Institution to the Borrower, to disclose to the Financial Institution the location or locations of the Collateral and the Borrower agrees to make such disclosure when so required by the Financial Institution;

(f) without legal process, enter any premises where the Collateral may be situate and take possession of the Collateral by any method permitted by law;

(g) repair, process, complete, modify or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Borrower or otherwise;

(h) dispose of the Collateral by private or public sale, lease or otherwise upon such terms and conditions as the Financial Institution may determine and whether or not the Financial Institution has taken possession of the Collateral;

(i) file such proofs of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, or other proceedings (voluntary or otherwise) relating to the Borrower;

(j) where the Collateral has been disposed of by the Financial Institution as provided in Subsection 4.1(h), commence legal action against the Borrower for the Deficiency;

(k) where the Financial Institution has taken possession of the Collateral as herein provided, the Financial Institution shall retain the Collateral irrevocably, to the extent not prohibited by law, by giving notice thereof to the Borrower and such retention shall reduce the amount of the Obligations by an amount equal to the fair market value, as reasonably determined by the Financial Institution, of the Collateral so retained;

(l) appoint, by an instrument in writing delivered to the Borrower, a Receiver of the Collateral, and remove any Receiver so appointed and appoint another or others in its stead, or institute proceedings in any court of competent jurisdiction for the appointment of a Receiver, it being understood and agreed that:

   (i) the Financial Institution may appoint any person, firm or corporation as Receiver;

   (ii) such appointment may be made at any time either before or after the Financial Institution shall have taken possession of the Collateral;

   (iii) the Financial Institution may from time to time fix the reasonable remuneration of the Receiver and direct the payment thereof out of the Collateral or any proceeds derived from a sale or other disposition or dealing thereof or therewith; and

   (iv) the Receiver shall be deemed to be the agent of the Borrower for all purposes and, for greater certainty, the Financial Institution shall not be in any way responsible for any actions, whether wilful, negligent or otherwise, of any Receiver or for any tax liabilities arising from the use, sale or other disposition of the Collateral by the Receiver (unless all rights of ownership in the Collateral have been transferred to and vested in the Financial Institution prior to the use, sale or other disposition thereof by the Receiver), and the Borrower hereby agrees to indemnify and save harmless the Financial Institution from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Financial Institution may hereafter suffer, incur or be required to pay as a result of, in whole or in part, any action taken by the Receiver or any failure of the Receiver to do any act or thing; and

(v) the Receiver so appointed shall have the power to take possession of the Collateral or any part thereof and to carry on the business of the Borrower, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Borrower, and to further charge the Collateral in priority to the security constituted by this Agreement as security for the money so borrowed, and to sell, lease, or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the Receiver shall determine;

(m) pay or discharge any mortgage, charge, encumbrance, lien, adverse claim or security interest claimed by any person, firm or corporation and reasonably established to the satisfaction of the Financial Institution in the Collateral and the amount so paid shall be added to the Obligations;

(n) exercise all of the rights under all contracts, notes, debentures or other instruments in writing comprising the Collateral as fully and effectually as if the Financial Institution was the absolute owner thereof;

(o) commence legal proceedings for and on behalf of and in the name of the Financial Institution and at the expense of the Borrower in order to enforce the rights of the Borrower under any contracts, agreements, indentures or other instruments in writing which may form part of the Collateral;

(p) borrow money for the purpose of carrying on the business of the Borrower or for the maintenance, preservation or protection of the Collateral whether or not in priority to the mortgages, charges, hypothecs, assignments and Security Interest hereby created and granted, to secure repayment of any money so borrowed;

(q) carry on all or any part of the business of the Borrower and may, to the exclusion of all others including the Borrower, enter upon, occupy and use all or any of the premises, buildings, plant, undertaking and other property of or used by the Borrower for such time and in such manner as the Financial Institution sees fit and the Financial Institution shall not be liable to the Borrower for any act, omission or negligence in so doing or for any rent, charges, depreciation, damages or other amount in connection therewith or resulting therefrom; and

(r) take any other action, suit, remedy or proceeding authorized or permitted by this Agreement, the Act or by law or equity.

4.2 ***Duty of Financial Institution to Act Reasonably.*** In enforcing its rights hereunder the Financial Institution shall be required to act at least to the standards which are consistent with the commercial practices of a person carrying on a business in a distress, default or liquidation situation.

4.3 ***Sale of Collateral by Financial Institution.*** The Borrower and the Financial Institution acknowledge and agree that any sale referred to in Subsection 4.1(h) may be either a sale of all or any portion of the Collateral and may be by way of public tender, private contract or otherwise without notice, advertisement or any other formality, all of which are hereby waived by the Borrower. To the extent not prohibited by law, any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Financial Institution in its sole discretion thinks fit with power to vary or rescind any such sale or buy in at any public sale and resell without being answerable for any loss. The Financial Institution may sell the Collateral for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to any purchaser thereof good and sufficient deeds, assurances and conveyances of the Collateral and give receipts for the purchase money, and any such sale shall be a perpetual bar, both at law and in equity, against the Borrower and all those claiming an interest in the Collateral by, from, through or under the Borrower.

4.4 ***Financial Institution to Mean Receiver.*** For the purposes of Sections 4.1, 4.2 and 4.3, a reference to "Financial Institution" shall, where the context permits, include any Receiver appointed in accordance with Subsection 4.1(l).

4.5 ***Payment of Reasonable Expenses incurred by the Financial Institution.*** The amount of the Reasonable Expenses shall be paid by the Borrower to the Financial Institution from time to time forthwith after demand therefor is given by the Financial Institution to the Borrower and payment of such Reasonable Expenses shall be secured by the Security Interest.

4.6 ***Payment of Deficiency.*** Where the Collateral has been disposed of by the Financial Institution as provided herein, the Deficiency shall be paid by the Borrower to the Financial Institution forthwith after demand therefor has been given by the Financial Institution to the Borrower and the payment of the Deficiency shall be secured by the Security Interest.

4.7 ***Financial Institution's Remedies.*** The Financial Institution's rights and remedies, whether provided for in this Agreement or otherwise, are, to the fullest extent possible in law, mutually exclusive and are cumulative and not alternative.

4.8 ***No Obligation to Dispose of Collateral.*** The Financial Institution shall not be under any obligation to, or be liable or accountable for any failure to, enforce payment or performance of the Obligations or to seize, realize, take possession of or dispose of the Collateral and shall not be under any obligations to institute proceedings for any of such purposes.

ARTICLE FIVE - POSSESSION OF COLLATERAL BY FINANCIAL INSTITUTION

5.1 ***Collateral in the Possession of Financial Institution.*** Where any Collateral is in the possession of the Financial Institution,

(a) the Financial Institution shall have no duty of care whatsoever with respect to such Collateral other than to use reasonable care in the custody and preservation thereof, provided that the Financial Institution need not take any steps of any nature to defend or preserve the rights of the Borrower therein against prior parties;

(b) the Financial Institution may, at any time following the occurrence of an Event of Default, grant or otherwise create a security interest in such Collateral upon any terms whether or not such terms impair the Borrower's right to redeem such Collateral; and

(c) the Financial Institution may, at any time following the occurrence of an Event of Default, use such Collateral in any manner and to such extent as it, in its sole discretion, deems necessary or desirable.

ARTICLE SIX - FIXTURES

6.1 ***Fixtures.*** The Borrower acknowledges and agrees that no Collateral shall become affixed to any real property other than real property owned by the Borrower in respect of which a mortgage or charge in favour of the Financial Institution has been duly registered in all appropriate offices of public record.

ARTICLE SEVEN - ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES BY THE BORROWER

7.1 ***Acknowledgments by the Borrower.*** The Borrower:

(a) acknowledges receipt of a true copy of this Agreement;

(b) acknowledges and agrees that this Agreement may be assigned by the Financial Institution, without the consent of and without notice to the Borrower, to such person, firm or corporation as the Financial Institution may determine and, in such event, such person, firm or corporation shall be entitled to all of the rights and remedies of the Financial Institution as set forth in this Agreement or otherwise and the Financial Institution shall be released and discharged from its obligations hereunder; and

(c) agrees not to assert against any assignee of the Financial Institution, and the rights of such assignee are not subject to, any claim, defence, demand, set-off or other right, whether at law or in equity, that the Borrower has or may have against the Financial Institution.

7.2 ***Representations and Warranties of Borrower.*** The Borrower hereby represents and warrants to the Financial Institution as follows, acknowledging that the Financial Institution is relying on each of these representations and warranties, each of them being considered to be conditions of this Agreement:

(a) the Borrower has the capacity or required legal authority to enter into this Agreement, provide the Security Interest commitments and fulfil the Obligations; and

(b) with the exception of the Financial Institution's Security Interest, the Collateral belongs to the Borrower, free and clear of all encumbrances, mortgages, charges, pledges or security interests and all actions or claims.

7.3 ***Covenants of the Borrower.*** The Borrower covenants and agrees:

(a) to pay and discharge all Obligations as and when they are due;

(b) to ensure that the Collateral is free of all taxes, dues, charges, mortgages, liens, claims and security interests, apart from the Financial Institution's Security Interest, and, more specifically, to ensure that all Collateral acquired by the Borrower in the future is free of all taxes, dues, charges, mortgages, liens, encumbrances, claims and security interests;

(c) not to exchange, transfer, assign, rent, dispose of or deal with the Collateral in any other way than provided in this Agreement;

(d) to keep the Collateral in a good state of repair;

(e) to notify the Financial Institution without delay of any loss or damage to the Collateral or of any change in the information contained in this Agreement or of any existing or potential claim that could affect the Borrower, the Collateral or the Financial Institution's Security Interest;

(f) to obtain from each of the Borrower's landlords a written agreement in the Financial Institution's favour and approved by it, whereby each landlord:

(i) undertakes to give written notice to the Financial Institution of any default by the Borrower under the terms of the lease agreement and to give the Financial Institution a reasonable amount of time during which the Borrower would rectify the situation before the landlord exercised his ownership rights; and

(ii) acknowledges the existence of the Financial Institution's Security Interest and its right to enforce its Security Interest before and in priority to any claim by the landlord;

(g) to take whatever action is required to prevent the Collateral from becoming a fixture to personal property that is not part of this Agreement or to prevent it from becoming a fixture to real property;

(h) to provide the Financial Institution with all information with respect to the Collateral or the Borrower that the Financial Institution may reasonably require from time to time;

(i) to allow the Financial Institution to have access to places where the Collateral is located and to inspect the Collateral as well as relevant documents;

(j) to turn over to the Financial Institution from time to time Chattel papers, Instruments, Securities and negotiable drafts; and,

(k) to give and turn over all other assignments, transfers, deeds, security agreements or other documents that the Financial Institution may require in order to complete or continue its Security Interest.

ARTICLE EIGHT - WAIVER

8.1 ***Waiver by Borrower.*** To the extent not prohibited by law, the Borrower hereby waives the benefit of all of the provisions of the Act or any other legislation which would in any manner adversely affect the Financial Institution's rights or remedies hereunder.

8.2 ***Waiver by Financial Institution.*** The Financial Institution may, in whole or in part, waive any breach of any of the provisions of this Agreement by the Borrower, any default by the Borrower in the payment or performance of any of the Obligations or any of its rights and remedies whether provided for hereunder or otherwise provided that no such waiver shall be considered to have been given unless given expressly by the Financial Institution to the Borrower in writing.

8.3 ***Failure of Financial Institution to Exercise Rights.*** The Financial Institution may, at any time, grant extensions of time or other indulgences to, accept compositions from or grant releases and discharges to the Borrower in respect of the Collateral or otherwise deal with the Borrower or with the Collateral and other security held by the Financial Institution, all as the Financial Institution may see fit, and the Borrower agrees that any such act or any failure by the Financial Institution to exercise any of its rights or remedies, whether provided for hereunder or otherwise, shall in no way affect or impair the Security Interest or the rights or remedies of the Financial Institution, whether provided for in this Agreement or otherwise.

ARTICLE NINE - EFFECTIVE DATE AND TERMINATION

9.1 ***Effective Date.*** This Agreement shall become effective according to its terms immediately upon the execution hereof by the Financial Institution and the Borrower. This Agreement and the Security Interest are in addition to and not in substitution for any other Agreement made between the Financial Institution and the Borrower or any other security granted by the Borrower to the Financial Institution whether before or after the execution of this Agreement. The Security Interest shall be a general and continuing security notwithstanding that the Obligations shall at any time or from time to time be fully satisfied or performed and shall continue in full force and effect until terminated as provided in Section 9.2.

9.2 ***Termination of Agreement.*** This Agreement may be terminated by written agreement made between the Financial Institution and the Borrower or by notice in writing given by the Borrower to the Financial Institution at any time when all of the Obligations have been fully satisfied and performed by the Borrower.

Upon termination of this Agreement in accordance with the provisions of this Section 9.2, the Financial Institution shall, at the request and expense of the Borrower, make and do all such acts and things and execute and deliver all such financing statements, instruments, agreements and documents as the Borrower reasonably considers necessary or desirable to discharge the Security Interest, to release and discharge the Collateral therefrom and to record such release and discharge in all appropriate offices of public record.

ARTICLE TEN - POWER OF ATTORNEY

10.1 ***Appointment of Financial Institution as Attorney.*** The Borrower hereby irrevocably constitutes and appoints the Financial Institution as the true and lawful attorney of the Borrower with power of substitution in the name of the Borrower to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Financial Institution, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise any of its rights and remedies hereunder, and to do all acts or things necessary to realize or collect the Proceeds and the Borrower hereby ratifies and agrees to ratify all acts of any such attorney taken or done in accordance with this Section 10.1. This power of attorney shall not be revoked or terminated by any act or thing other than the termination this Agreement in accordance with Section 9.2.

ARTICLE ELEVEN - GENERAL CONTRACT PROVISIONS

11.1 ***Notices.*** All notices, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party at the addresses hereinbefore noted, or at such other address as may be given by such person to the other parties hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

11.2 ***Additional Considerations.*** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

11.3 ***Counterparts.*** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

11.4 ***Time of the Essence.*** Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

11.5 ***Entire Agreement.*** This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the Agreement.

11.6 ***Enurement.*** This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors, and permitted assigns.

11.7 ***Currency.*** Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

11.8 ***Headings for Convenience Only.*** The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

11.9 ***Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

11.10 ***Gender.*** In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

11.11 ***Calculation of Time.*** When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first business day following such non-business day.

11.12 ***Legislation References.*** Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

11.13 ***Severability.*** If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

11.14 ***Transmission by Facsimile.*** The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

11.15 ***Borrower A Member.*** The Borrower represents and warrants to the Financial Institution that the Borrower is a member of the Financial Institution in good standing and that the Borrower is not in default of any existing obligations of the Borrower to the Financial Institution.

The Borrower acknowledges having read all the terms and conditions of this Agreement, agrees to fully comply with them and acknowledges having received a duplicate copy thereof.

Signed at Mississauga, Ontario, this 23rd day of August, 2024.

Signature of Authorized Representative of the Financial Institution

3S INTERNATIONAL INC.

Borrower

Name: Sajeeb Koya Kunju

Title: Authorized Signing Officer

I have the authority to bind the Corporation.

SCHEDULE "A" TO THE GENERAL SECURITY AGREEMENT DATED the 23rd day of August, 2024

BETWEEN: 3S INTERNATIONAL INC.
the "Borrower"

AND: CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
the "Financial Institution"

Description of certain specific assets forming part of the Collateral:

VEHICLES	**1**	**2**	**3**
Manufacturer			
Year			
Model		NONE	
Serial no. (VIN)			
Colour			
Licence no.			

Description of other certain specific assets forming part of the Collateral:

This is **Exhibit "J"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

dream

April 8, 2026

DELIVERED IN PERSON AND BY EMAIL to accounts@3slight.com

Return to Affidavit

3S International Inc.
1175 Squires Beach Road,
Units 1 & 2
Pickering, ON, L1W 3V3

Attn: Accounting Manager

Re: Lease dated October 11, 2018, as amended, extended, and assigned ("Lease"), as assigned to Dream Summit Industrial (Ontario) Inc. ("Landlord") and 3S International Inc. ("Tenant") in respect of premises known as Units 1 and 2 of 1175 Squires Beach Road, Pickering, Ontario ("Premises")

NOTICE OF TERMINATION

On or about April 2, 2026, the Tenant advised that it has abandoned the Premises. This abandonment amounts to an Event of Default as defined in section 1.13(v) of the Lease and a repudiation of the Lease.

Further, the Tenant failed to pay Rent (as defined in the Lease) when due on April 1, 2026, and remains in arrears of Rent. This failure to pay Rent when due constitutes another Event of Default, as defined in section 1.13(a) of the Lease.

On account of said repudiation and each Event of Default, the Landlord has exercised its rights under section 8.1 of the Lease and/or at law to re-enter and repossess the Premises and terminate the Lease.

The Landlord's acceptance of the Tenant's repudiation, re-entry upon and repossession of the Premises, and termination of the Lease is without prejudice to all of the Landlord's rights under the Lease and at law, including without limitation, its claims against the Tenant for (i) any outstanding amounts of Rent payable under the Lease; (ii) interest on any outstanding amounts; (iii) damages for the loss of future Rent as a result of the Lease being prematurely terminated; and (iv) all damages caused by the forfeiture of the Lease (including the costs of recovering the Premises and the Landlord's legal fees on a full indemnity basis).

Note that the Landlord has not accepted a surrender of the Lease by the Tenant. To the contrary, it has only accepted the Tenant's repudiation of the Lease, but without prejudice to all of the Landlord's rights under the Lease and/or at law, including those described above.

Pursuant to section 8.1 of the Lease, the Tenant must remove any property from the Premises that does not belong to the Landlord within **five days** of this notice being given. If the Tenant would like to remove any such property, please contact Stephanie Allan at sallan@dream.ca. If any property is not collected by that deadline, then such items may be removed and either sold or stored by the Landlord on the Tenant's behalf and at its expense.

Yours truly,
Dream Summit Industrial (Ontario) Inc.
by its property manager DIR Dream Summit Management LP,
By its general partner DIR Dream Summit Management GP INC.

Kimberley Hill
SVP, Customer Solutions
khill@dream.ca

This is **Exhibit "K"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Mirza, Sabina

Return to Affidavit

From:	Drouin, Kayla
Sent:	April 9, 2026 3:01 PM
To:	sajeeb@3SLight.com
Cc:	tariq@shahlawyers.ca; bart.sarsh@gowlingwlg.com; Pearson, Becky
Subject:	Caisse Desjardins Ontario Credit Union Inc. and 3S International Inc. et al. - Demand & NITES (G10118027)
Attachments:	2026-04-09 Demand Letter and NITES(93810809.1).pdf

Tracking:

Recipient	Delivery
sajeeb@3SLight.com	
tariq@shahlawyers.ca	
bart.sarsh@gowlingwlg.com	
Pearson, Becky	Delivered: 2026-04-09 3:01 PM

Good afternoon,

Please find attached correspondence on behalf of Bart Sarsh.

Thank you.

Kayla Drouin
Legal Administrative Assistant
T +1 905 540 8208 x23686
kayla.drouin@gowlingwlg.com

Assistant To : Bart Sarsh
bart.sarsh@gowlingwlg.com

Assistant To: Alexander MacMillan
alexander.macmillan@gowlingwlg.com

Assistant To: Zachary Dubeau
zachary.dubeau@gowlingwlg.com

GOWLING WLG

Gowling WLG (Canada) LLP
One Main Street West
Hamilton ON L8P 4Z5
Canada

gowlingwlg.com

GOWLING WLG

Bart Sarsh*
*Bart Sarsh Professional Corporation
Direct +1 905 540 3242
Bart.Sarsh@gowlingwlg.com
File No. G10118027

April 9, 2026

BY REGISTERED MAIL AND BY EMAIL TO *sajeeb@3SLight.com*

3S INTERNATIONAL INC.
3335 Hollywood Court
Pickering, ON L1X 0A3

Attention: Sajeeb Koya Kunju

Sajeeb Koya Kunju
3335 Hollywood Court
Pickering, ON L1X 0A3

3S INTERNATIONAL INC.
1175 Squires Beach Road, Unit 1
Pickering, ON L1W 3V3

Attention: Sajeeb Koya Kunju

YYZ LIGHTING INC.
1175 Squires Beach Road, Unit 1
Pickering, ON L1W 3V3

Attention: Sajeeb Koya Kunju

Dear Sir:

Re: Caisse Desjardins Ontario Credit Union Inc. credit facilities extended to 3S International Inc. (the "Borrower"), guaranteed by Sajeeb Koya Kunju and YYZ Lighting Inc. (the "Guarantors")

We are counsel to Caisse Desjardins Ontario Credit Union Inc. (the "**Lender**").

We are writing to you in connection with the following:

i. the Variable Credit Contract dated as of July 17, 2024 with loan number 725959-PR1 among the Borrower, as borrower, the Guarantors, as guarantors, and the Lender, as lender;

ii. the Variable Credit Contract dated as of July 17, 2024 with loan number 725959-PR2 among the Borrower, as borrower, the Guarantors, as guarantors, and the Lender, as lender;

iii. Letter re renewal of loan(s) and changes dated October 10, 2025 with respect to loan numbers 725959-PR1 and 725959-PR2

(collectively, with each as modified, amended, supplemented, revised, restated, and replaced from time to time, the "**Loan Agreement**").

Capitalized terms used and not otherwise defined have the meanings given to them in the Loan Agreement.

The Borrower is in default under the Loan Agreement and the other Credit Documents (as defined below). The existing and continuing defaults known to the Lender are listed in **Schedule "A"** to this letter.

According to the Lender's records, the Borrower is indebted or otherwise liable to the Lender for the amounts set out in **Schedule "B"** to this letter as of April 7, 2026 (the amount owing from time to time by the Borrower to the Lender, the "**Indebtedness**").

The Guarantors have guaranteed the repayment of the Indebtedness pursuant to multiple General Guarantee and Postponement of Claim documents (collectively the "**Guarantees**").

The Lender demands payment in full of the Indebtedness from the Borrower and the Guarantors. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreement and the other Credit Documents (as defined below), as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreement and the terms and conditions of all security held by the Lender directly or indirectly for any of the Indebtedness, including all loan agreements, promissory notes, the Guarantees and other agreements governing the Indebtedness (collectively, the "**Credit Documents**"), and is made without prejudice to (a) the Lender's right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, and (b) the Lender's right to provide further and other notices of default.

Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than **4:00 p.m. on April 20, 2026** (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security (ii) the enforcement of any real or personal property security by way of rights of power of sale or otherwise (iii) commencement of an action to recover payment against the Borrower and Guarantors. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender's position prior to that date.

We also enclose a notice of intention to enforce security issued by the Lender under section 244 of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower.

The Lender expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreement and the other Credit Documents.

Sincerely,

Gowling WLG (Canada) LLP

Bart Sarsh*
BS:bp
Encl

SCHEDULE "A"

LIST OF DEFAULTS

1. The Borrower has failed to make prompt payment of the amounts due under Loan No. 725959-PR1;

2. The Borrower's bank account is in overdraft of $12,667.57 as of April 7, 2026;

3. There are interest arrears of $44,329.33 due under Loan No. 725959-PR1 as of April 7, 2026;

4. The Borrower has failed to provide the documents for the monthly borrowing base for February 2026 and March 2026;

5. There are 32 NSF charges in 2026 as of April 1, 2026;

6. The Borrower's landlord has declared default under the commercial lease of the business premises and the Borrower is close to or has approached a cessation of its business;

7. The Borrower is in arrears of its payroll obligations to the Canada Revenue Agency;

8. The Borrower and has failed to hold its main operating account at Caisse Desjardins Ontario Credit Union Inc. and carry out all of its transactions through that account in accordance with paragraph 5 of the Loan Agreement.

SCHEDULE "B"

AMOUNT OF INDEBTEDNESS OWING AS OF April 7, 2026*

Loan No. 725959-PR1	
Outstanding indebtedness	$4,044,329.33
Applicable interest rate	5.450% (Prime Rate increased by 1%)

Loan No. 725959-PR2	
Outstanding indebtedness	$0.00
Applicable interest rate	5.450% (Prime Rate increased by 1%)

*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreement and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

Notice of Intention to Enforce Security

(Rule 124)

TO: **3S INTERNATIONAL INC., an insolvent person**

Take notice that:

1. Caisse Desjardins Ontario Credit Union Inc., a secured creditor, intends to enforce its security against the following property of the insolvent person listed above:

   All of the property, assets, and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:

   See Schedule "A".

3. The total amount of indebtedness secured by the security as of April 7, 2026 is:

   See Schedule "B".

4. The secured creditor will not have the right to enforce the security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Hamilton, Ontario, this 9th day of April, 2026.

CAISSE DESJARDINS ONTARIO CREDIT UNION INC. BY ITS COUNSEL GOWLING WLG (CANADA) LLP

Per: Bart Sarsh

BART SARSH

ACKNOWLEDGMENT OF RECEIPT AND CONSENT

The undersigned, for and on behalf of **3S INTERNATIONAL INC.** acknowledges receipt of the present notice under s. 244(1) of the *Bankruptcy and Insolvency Act*, declares having not signed nor filed a notice of intention under the *Bankruptcy and Insolvency Act* and consents to the immediate enforcement of Caisse Desjardins Ontario Credit Union Inc.'s security against the assets mentioned in this notice.

3S INTERNATIONAL INC.

Per: ______________________________
Name:

I have authority to bind the corporation

SCHEDULE "A"

SECURITY DOCUMENTS

Loan No. 725959-PR1

1. General Security Agreement dated August 23, 2024;

2. General Guarantee and Postponement of Claim of Sajeeb Koya Kunju dated August 23, 2024;

3. General Guarantee and Postponement of Claim of YYZ Lighting Inc. dated Augst 23, 2024;

4. Guarantee from Trade Expansion Lending Program;

5. All other security granted to Caisse Desjardins Ontario Credit Union Inc. other than as listed above.

Loan No. 725959-PR2

1. General Security Agreement dated August 23, 2024;

2. General Guarantee and Postponement of Claim of Sajeeb Koya Kunju dated Augst 23, 2024;

3. General Guarantee and Postponement of Claim of YYZ Lighting Inc. dated August 23, 2024;

4. Guarantee from Export Development Canada;

5. All other security granted to Caisse Desjardins Ontario Credit Union Inc. other than as listed above.

SCHEDULE "B"

AMOUNT OF INDEBTEDNESS OWING AS OF April 7, 2026*

Loan No. 725959-PR1	
Outstanding indebtedness	$4,044,329.33
Applicable interest rate	5.450% (Prime Rate increased by 1%)

Loan No. 725959-PR2	
Outstanding indebtedness	$0.00
Applicable interest rate	5.450% (Prime Rate increased by 1%)

*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreement and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

REGISTERED MAIL
April 9, 2026
Kayla Drouin
Matter # G10118027

3S INTERNATIONAL INC.
3335 Hollywood Court
Pickering, ON L1X 0A3
Attention: Sajeeb Koya Kunju

RN 783 313 839 CA

3S INTERNATIONAL INC.
1175 Squires Beach Road, Unit 1
Pickering, ON L1W 3V3
Attention: Sajeeb Koya Kunju

RN 783 313 825 CA

Sajeeb Koya Kunju
3335 Hollywood Court
Pickering, ON L1X 0A3

RN 783 313 811 CA

YYZ LIGHTING INC.
1175 Squires Beach Road, Unit 1
Pickering, ON L1W 3V3
Attention: Sajeeb Koya Kunju

RN 783 313 808 CA

4 x 16.83

4

CANADA POST POSTES CANADA
105250
2026 -04- 0 9
JACKSON SQUARE PO
HAMILTON, ONTARIO
L8P 4S0

CANADA POST POSTES CANADA

Tracking number:

RN783313808CA

Delivered
Shipping service: Lettermail
Sender: Unavailable
Delivery standard: Apr. 14

Latest updates

Date	Time	Location	Progress	Post office
May 7	10:19 am		Signature available	
May 7	10:19 am	HAMILTON,ON	Item successfully returned to the concierge or building manager	
May 7	9:30 am	HAMILTON,ON	The item being returned to the sender went out for delivery.	
May 7	6:40 am	HAMILTON,ON	Item processed	
May 5	1:11 pm	PICKERING,ON	Item has been returned and is enroute to the Sender	
May 5	1:11 pm	PICKERING,ON	Item was unclaimed by recipient. Item being returned to sender.	
Apr. 22	9:19 am	PICKERING,ON	Final Notice; Item will be returned to sender if not collected within 10 days	TOWN CENTRE PO
Apr. 17	7:22 pm	PICKERING,ON	Item available for pickup at Post Office	TOWN CENTRE PO
Apr. 17	4 pm	PICKERING,ON	Item in transit to Post Office	
Apr. 16	12:58 pm	PICKERING,ON	Notice card left indicating where and when to pick up item	
Apr. 15	1:08 pm	PICKERING,ON	Business temporarily closed; item on hold	
Apr. 14	1:12 pm	PICKERING,ON	Business temporarily closed; item on hold	
Apr. 14	10:36 am	PICKERING,ON	Item out for delivery	
Apr. 14	5:11 am	PICKERING,ON	Item processed	
Apr. 10	6 pm	MISSISSAUGA,ON	Item processed	
Apr. 9	11:44 pm	STONEY CREEK,ON	Item in transit	
Apr. 9	8:44 pm	STONEY CREEK,ON	Item processed	
Apr. 9	4:50 pm		Item accepted at the Post Office	

Features and options

Signature Required

Signature Required on Return

Tracking number:

RN783313811CA

Delivered
Shipping service: Lettermail
Sender: Unavailable
Delivery standard: Apr. 14

Latest updates

Date	Time	Location	Progress	Post office
Apr. 14	3:18 pm		Signature available	
Apr. 14	3:18 pm	PICKERING,ON	Delivered	
Apr. 13	1:22 pm	PICKERING,ON	Item available for pickup at Post Office	AMBERLEA PO
Apr. 13	12:24 pm	PICKERING,ON	Notice card left indicating where and when to pick up item	
Apr. 13	7:53 am	PICKERING,ON	Item out for delivery	
Apr. 13	5:38 am	PICKERING,ON	Item processed	
Apr. 10	6:05 pm	MISSISSAUGA,ON	Item processed	
Apr. 9	10:42 pm	STONEY CREEK,ON	Item in transit	
Apr. 9	7:42 pm	STONEY CREEK,ON	Item processed	
Apr. 9	4:50 pm		Item accepted at the Post Office	

Features and options
Signature Required

CANADA POST POSTES CANADA

Tracking number:

RN783313825CA

Delivered
Shipping service: Lettermail
Sender: Unavailable
Delivery standard: Apr. 14

Latest updates

Date	Time	Location	Progress	Post office
May 7	10:19 am		Signature available	
May 7	10:19 am	HAMILTON,ON	Item successfully returned to the concierge or building manager	
May 7	9:30 am	HAMILTON,ON	The item being returned to the sender went out for delivery.	
May 7	6:40 am	HAMILTON,ON	Item processed	
May 5	1:08 pm	PICKERING,ON	Item was unclaimed by recipient. Item being returned to sender.	
May 5	1:08 pm	PICKERING,ON	Item has been returned and is enroute to the Sender	
Apr. 22	9:19 am	PICKERING,ON	Final Notice; Item will be returned to sender if not collected within 10 days	TOWN CENTRE PO
Apr. 17	7:14 pm	PICKERING,ON	Item available for pickup at Post Office	TOWN CENTRE PO
Apr. 17	4:01 pm	PICKERING,ON	Item in transit to Post Office	
Apr. 16	12:58 pm	PICKERING,ON	Notice card left indicating where and when to pick up item	
Apr. 15	1:08 pm	PICKERING,ON	Business temporarily closed; item on hold	
Apr. 14	1:12 pm	PICKERING,ON	Business temporarily closed; item on hold	
Apr. 14	10:36 am	PICKERING,ON	Item out for delivery	
Apr. 14	5:10 am	PICKERING,ON	Item processed	
Apr. 10	6:05 pm	MISSISSAUGA,ON	Item processed	
Apr. 9	10:42 pm	STONEY CREEK,ON	Item in transit	
Apr. 9	7:42 pm	STONEY CREEK,ON	Item processed	
Apr. 9	4:50 pm		Item accepted at the Post Office	

Features and options

Signature Required

Signature Required on Return

Tracking number:

RN783313839CA

Delivered
Shipping service: Lettermail
Sender: Unavailable
Delivery standard: Apr. 14

Latest updates

Date	Time	Location	Progress	Post office
Apr. 14	3:18 pm	PICKERING,ON	Delivered	
Apr. 14	3:18 pm		Signature available	
Apr. 13	1:23 pm	PICKERING,ON	Item available for pickup at Post Office	AMBERLEA PO
Apr. 13	12:24 pm	PICKERING,ON	Notice card left indicating where and when to pick up item	
Apr. 13	7:53 am	PICKERING,ON	Item out for delivery	
Apr. 13	5:36 am	PICKERING,ON	Item processed	
Apr. 10	6:05 pm	MISSISSAUGA,ON	Item processed	
Apr. 9	10:42 pm	STONEY CREEK,ON	Item in transit	
Apr. 9	7:42 pm	STONEY CREEK,ON	Item processed	
Apr. 9	4:50 pm		Item accepted at the Post Office	

Features and options
Signature Required

This is **Exhibit "L"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Mirza, Sabina

From:	Nikolas Tremblay <nikolas.tremblay@desjardins.com>
Sent:	April 6, 2026 2:33 PM
To:	Guillaume Martel
Subject:	FW: 3S Facility with Desjardins

Return to Affidavit

Hi Guillaume,

We received this from the client today.

Cheers,

Desjardins

Nikolas Tremblay Caisse Desjardins Ontario
Senior Account Manager **Desjardins Ontario Credit Union**
Directeur de Comptes Senior 11 King West, Toronto, M5H 4C7

nikolas.tremblay@desjardins.com **1 833 337-5668 ext. 7127221**
www.desjardins.com Mobile: 416 729-2476

From: Sajeeb Koya | 3S
Sent: Monday, April 6, 2026 2:24 PM
To: Joseph Stasko ; Nikolas Tremblay
Cc: Tariq Shah ; Sabitha Sajeeb | 3S
Subject: 3S Facility with Desjardins

Dear Joe,

As you are aware, majority of our projects are in the Middle East. The current Geo-Political issues and War Scenario has affected our cash flow very badly. We were already having payment related issues from post covid time, which we were trying to recover from. However this current situation has completely crippled our operations and we are finding it impossible to serve our facilities with Desjardins.

I am left with no option, but to close the facility and honour my personal guarantee. I have already listed my property for sale and the proceeds from that would go towards fulfilling the personal guarantee.

I have retained Lawyer Tariq Shah to handle this case on by behalf. He shall take care of this case moving forward.

Thanks

Sajeeb Koya
President & CEO

3S LIGHTING
SOLUTIONS

Division of 3S International Inc.
Tel +1-416-800-0355, 1-905-910-0757 Ext 333 | Fax +1-416-299-0056 | Cell +1-416-876-5319 | Toll Free +-1-844-3S-LIGHT

Office Address: 1175 Squires Beach Road, Unit #1, Pickering, ON, L1W 3V3, Canada
Web - www.3SLight.com | E mail : sajeeb@3SLight.com

This is **Exhibit "M"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Mirza, Sabina

From:	Guillaume Martel <guillaume.m.martel@desjardins.com>
Sent:	April 7, 2026 11:31 AM
To:	'Sajeeb Koya | 3S'
Cc:	Tariq Shah; Sarsh, Bart
Subject:	RE: 3S Facility with Desjardins

Return to Affidavit

Excellent, I just sent you a Teams invitation to you and your lawyer. I also invited Desjardins' counsel (Bart Sarsh in CC).

See you tomorrow at 11am.

Regards,

Guillaume Martel, M. Sc.
Directeur de comptes
Account manager

Prêts spéciaux, Entreprises
Gestion des risques, Mouvement Desjardins

Montréal
514 281-7000, poste 5466638
1 866 866-7000, poste 5466638
Cellulaire : 438-465-6493

De : Sajeeb Koya | 3S <Sajeeb@3slight.com>
Envoyé : 7 avril 2026 11:18
À : Guillaume Martel <guillaume.m.martel@desjardins.com>
Cc : Tariq Shah <tariq@shahlawyers.ca>
Objet : Re: 3S Facility with Desjardins

Hello Mr. Guillaume,

I am available for a call tomorrow Wednesday by around 11 am EST.

My lawyer, Mr. Tariq Shah would also be available to join the call. Let me know if this works for you.

Thanks

Sajeeb Koya
President & CEO

Division of 3S International Inc.
Tel +1-416-800-0355, 1-905-910-0757 Ext 333 | Fax +1-416-299-0056 | Cell +1-416-876-5319 | Toll Free +-1-844-3S-LIGHT

Office Address: 1175 Squires Beach Road, Unit #1, Pickering, ON, L1W 3V3, Canada
Web - www.3SLight.com | E mail : sajeeb@3SLight.com

From: Guillaume Martel <guillaume.m.martel@desjardins.com>
Date: Monday, April 6, 2026 at 11:01 PM
To: Sajeeb Koya | 3S <Sajeeb@3slight.com>
Subject: TR: 3S Facility with Desjardins

Hello Mr. Koya,

As you might already know, your file has been transferred to the special loans department. So from now on, I'll be your new account manager.

I'd like to have a meeting with you this week to discuss the following topics:

1. Current situation
2. What are the company's assets
3. Upcoming/potential forbearance agreement (potentially securing the personal guarantee with the listed property to give you more time to sell them and honor your personal guarantee).

What are your availabilities this week for a virtual meeting (Microsoft Teams) please?
Will your lawyer be on the call? If yes, Desjardins is going to bring its lawyer. Otherwise, we'll have the meeting without the lawyers.

In the meantime, would it be possible to provide me with the address of the listed property please?

Best regards,

Guillaume Martel, M. Sc.
Directeur de comptes
Account manager

Prêts spéciaux, Entreprises
Gestion des risques, Mouvement Desjardins

Montréal
514 281-7000, poste 5466638
1 866 866-7000, poste 5466638
Cellulaire : 438-465-6493

De : Nikolas Tremblay <nikolas.tremblay@desjardins.com>
Envoyé : 6 avril 2026 14:33
À : Guillaume Martel <guillaume.m.martel@desjardins.com>
Objet : FW: 3S Facility with Desjardins

Hi Guillaume,

We received this from the client today.

Cheers,

Desjardins

Nikolas Tremblay
Senior Account Manager
Directeur de Comptes Senior

Caisse Desjardins Ontario
Desjardins Ontario Credit Union
11 King West, Toronto, M5H 4C7

nikolas.tremblay@desjardins.com
www.desjardins.com

1 833 337-5668 ext. 7127221
Mobile: 416 729-2476

From: Sajeeb Koya | 3S <Sajeeb@3slight.com>
Sent: Monday, April 6, 2026 2:24 PM
To: Joseph Stasko <joseph.stasko@desjardins.com>; Nikolas Tremblay <nikolas.tremblay@desjardins.com>
Cc: Tariq Shah <tariq@shahlawyers.ca>; Sabitha Sajeeb | 3S <Sabitha@3slight.com>
Subject: 3S Facility with Desjardins

Dear Joe,

As you are aware, majority of our projects are in the Middle East. The current Geo-Political issues and War Scenario has affected our cash flow very badly. We were already having payment related issues from post covid time, which we were trying to recover from. However this current situation has completely crippled our operations and we are finding it impossible to serve our facilities with Desjardins.

I am left with no option, but to close the facility and honour my personal guarantee. I have already listed my property for sale and the proceeds from that would go towards fulfilling the personal guarantee.

I have retained Lawyer Tariq Shah to handle this case on by behalf. He shall take care of this case moving forward.

Thanks

Sajeeb Koya
President & CEO

3S LIGHTING
SOLUTIONS

Division of 3S International Inc.
Tel +1-416-800-0355, 1-905-910-0757 Ext 333 | Fax +1-416-299-0056 | Cell +1-416-876-5319 | Toll Free +-1-844-3S-LIGHT
Office Address: 1175 Squires Beach Road, Unit #1, Pickering, ON, L1W 3V3, Canada
Web - www.3SLight.com | E mail : sajeeb@3SLight.com

This is **Exhibit "N"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Mirza, Sabina

From: Joseph Stasko <joseph.stasko@desjardins.com>
Sent: April 7, 2026 9:49 AM
To: Guillaume Martel
Cc: Patrick Forget; Nikolas Tremblay
Subject: FW: EDC Claim 260639 - Insured: 3S INTERNATIONAL INC

Return to Affidavit

FYI

Joseph Stasko, MBA
Manager – Ontario, Small Business Banking

Joseph.Stasko@desjardins.com
www.desjardins.com

Desjardins Ontario Credit Union

Desjardins Business Centre
Toronto Branch
25 York St. 14th Floor
Toronto, ON M5J 2V5

1-833-337-5668, ext 7127280
Cell: 416-807-9409

From: Symons, Stephen
Sent: April 7, 2026 9:42 AM
To: Joseph Stasko
Subject: RE: EDC Claim 260639 - Insured: 3S INTERNATIONAL INC

Good Morning,

I was just looking to follow up on my email below for payment direction for the subject claim.

Please let me know if you have any questions.

Thanks a lot,

Stephen Symons
Debt Services Manager | Special Risks – Insurance & Trade Guarantees
gestionnaire, Serv. créances | Risques Spéciaux – Assurance et Guaranties Commerciales
EXPORT DEVELOPMENT CANADA
EXPORTATION ET DÉVELOPPEMENT CANADA
T: 613-294-5468
150 Slater, Ottawa, ON, Canada, K1A 1K3
ssymons2@edc.ca I edc.ca
LinkedIn | Twitter | Facebook | YouTube

From: Symons, Stephen
Sent: March 30, 2026 9:33 AM
To: 'joseph.stasko@desjardins.com' <joseph.stasko@desjardins.com>
Subject: EDC Claim 260639 - Insured: 3S INTERNATIONAL INC

Good Morning,

I am currently reviewing a claim for the subject Insured, the buyer is: BRANCH OF SINOHYDRO CORPORATION LIMITED

Since there is a direction to pay attached to the Insured's Policy, should a claim payment be approved, please confirm if payments and recoveries (if any) can be made to the Insured or should be sent to Desjardins.

Thank you and Regards,

Stephen Symons
Debt Services Manager | Special Risks – Insurance & Trade Guarantees
gestionnaire, Serv. créances | Risques Spéciaux – Assurance et Guaranties Commerciales
EXPORT DEVELOPMENT CANADA
EXPORTATION ET DÉVELOPPEMENT CANADA
T: 613-294-5468
150 Slater, Ottawa, ON, Canada, K1A 1K3
ssymons2@edc.ca I edc.ca
LinkedIn | Twitter | Facebook | YouTube

De plus, EDC attache une grande importance au respect de votre vie privée. Veuillez consulter notre énoncé de confidentialité afin de connaître nos pratiques en matière de protection des renseignement personnels.

This is **Exhibit "O"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Mirza, Sabina

From: Tariq Shah <tariq@shahlawyers.ca>
Sent: April 14, 2026 3:49 PM
To: Sarsh, Bart; Sajeeb Koya | 3S
Cc: Pearson, Becky; Drouin, Kayla
Subject: RE: Caisse Desjardins Ontario Credit Union Inc. and 3S International Inc. et al. - Demand & NITES (G10118027) [GWLG-ACTIVE_CA.FID31363904]
Attachments: Landlord Termination of leaseTOR2107 - 2026.04.28 - 3S - Notice of Termination.pdf

Return to Affidavit

Dear Mr. Sarsh:

Please note that 3S International has laid off almost all its employees due to financial difficulties. Mr. Koya is currently in no position to provide all the documents/information you have requested in your email of April 9th, 2026. However, he will make every effort to provide whatever he can by the end of the current month.

I am attaching the letter that was received from the landlord to which I had referred in our online meeting of April 8th, 2026.

Regards,

Tariq Shah, LL.B
Lawyer, Partner
Shah & Shah Lawyers
315 Traders Blvd E, Suite 3,
Mississauga, Ontario
Tel: 905.270.5474
Fax: 905.270.6033
tariq@shahlawyers.ca
www.shahlawyers.ca

SHAH & SHAH LAWYERS

From: Sarsh, Bart <Bart.Sarsh@gowlingwlg.com>
Sent: Thursday, April 9, 2026 3:22 PM
To: 'Sajeeb Koya | 3S' <sajeeb@3slight.com>; Tariq Shah <tariq@shahlawyers.ca>
Cc: Pearson, Becky <Becky.Pearson@gowlingwlg.com>; Drouin, Kayla <Kayla.Drouin@gowlingwlg.com>
Subject: Re: Caisse Desjardins Ontario Credit Union Inc. and 3S International Inc. et al. - Demand & NITES (G10118027) [GWLG-ACTIVE_CA.FID31363904]

Good afternoon Mr. Koya and Mr. Shah,

The demand and 244 BIA Notice were sent out in order to preserve Desjardins' rights. The deadline for the delivery of the documents remains in place and is **Friday, April 17, 2026.**

Bart Sarsh*
Partner
*Practicing as Bart Sarsh Professional Corporation
T +1 905 540 3242
bart.sarsh@gowlingwlg.com
Let's Connect | Book a Meeting

GOWLING WLG

From: Drouin, Kayla <Kayla.Drouin@ca.gowlingwlg.com>
Sent: April 9, 2026 3:01 PM
To: sajeeb@3SLight.com
Cc: tariq@shahlawyers.ca; bart.sarsh@gowlingwlg.com; Pearson, Becky <Becky.Pearson@ca.gowlingwlg.com>
Subject: Caisse Desjardins Ontario Credit Union Inc. and 3S International Inc. et al. - Demand & NITES (G10118027)

Good afternoon,

Please find attached correspondence on behalf of Bart Sarsh.

Thank you.

Kayla Drouin
Legal Administrative Assistant
T +1 905 540 8208 x23686
kayla.drouin@gowlingwlg.com

Assistant To : Bart Sarsh
bart.sarsh@gowlingwlg.com

Assistant To: Alexander MacMillan
alexander.macmillan@gowlingwlg.com

Assistant To: Zachary Dubeau
zachary.dubeau@gowlingwlg.com

GOWLING WLG

Gowling WLG (Canada) LLP
One Main Street West
Hamilton ON L8P 4Z5
Canada

The information in this email is intended only for the named recipient and may be privileged or confidential. If you are not the intended recipient please notify us immediately and do not copy, distribute or take action based on this email. If this email is marked 'personal' Gowling WLG is not liable in any way for its content. E-mails are susceptible to alteration. Gowling WLG shall not be liable for the message if altered, changed or falsified.

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal.

References to 'Gowling WLG' mean one or more members of Gowling WLG International Limited and/or any of their affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

This is **Exhibit "P"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Mirza, Sabina

Return to Affidavit

From: Sajeeb Koya | 3S <Sajeeb@3slight.com>
Sent: April 20, 2026 6:13 PM
To: Sarsh, Bart; tariq@shahlawyers.ca
Cc: Drouin, Kayla; Mirza, Sabina; Pearson, Becky
Subject: Re: Caisse Desjardins Ontario Credit Union Inc. and 3S International Inc. et al. - Authorization and Direction (G10118027) [GWLG-ACTIVE_CA.FID31363904]
Attachments: 3s International Authorization & Direction(93934906.1).pdf

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Dear Mr. Sarsh,

Please see the attached signed Authorization and Direction.

Let me know if you need anything further.

Thanks

Sajeeb Koya
President & CEO

Division of 3S International Inc.
Tel +1-416-800-0355, 1-905-910-0757 Ext 333 | Fax +1-416-299-0056 | Cell +1-416-876-5319 | Toll Free +-1-844-3S-LIGHT

Office Address: 1175 Squires Beach Road, Unit #1, Pickering, ON, L1W 3V3, Canada
Web - www.3SLight.com | E mail : sajeeb@3SLight.com

From: Sarsh, Bart <bart.sarsh@gowlingwlg.com>
Date: Friday, 17 April 2026 23:15
To: Sajeeb Koya | 3S <sajeeb@3slight.com>, tariq@shahlawyers.ca <tariq@shahlawyers.ca>
Cc: Drouin, Kayla <kayla.drouin@gowlingwlg.com>, Mirza, Sabina <sabina.mirza@gowlingwlg.com>, Pearson, Becky <becky.pearson@gowlingwlg.com>

Subject: Re: Caisse Desjardins Ontario Credit Union Inc. and 3S International Inc. et al. - Authorization and Direction (G10118027) [GWLG-ACTIVE_CA.FID31363904]

Just following up on this signed Authorization and Direction as it is urgent that Desjardins be able to communicate with EDC.

Bart Sarsh*
Partner

*Practicing as Bart Sarsh Professional Corporation
T +1 905 540 3242
bart.sarsh@gowlingwlg.com

Let's Connect | Book a Meeting

GOWLING WLG

From: Sarsh, Bart
Sent: April 16, 2026 3:59 PM
To: Sajeeb Koya | 3S <sajeeb@3slight.com>; tariq@shahlawyers.ca
Cc: Drouin, Kayla <Kayla.Drouin@ca.gowlingwlg.com>; Mirza, Sabina <Sabina.Mirza@ca.gowlingwlg.com>; Pearson, Becky <Becky.Pearson@ca.gowlingwlg.com>
Subject: Caisse Desjardins Ontario Credit Union Inc. and 3S International Inc. et al. - Authorization and Direction (G10118027) [GWLG-ACTIVE_CA.FID31363904]

Good afternoon Mr. Koya and Mr. Shah,

Desjardins requires the attached Authorization and Direction to be signed in connection with the EDC policy.

Please sign and email it back to me as soon as possible so that we can communicate with EDC on this matter.

Regards,

Bart Sarsh*
Partner

*Practicing as Bart Sarsh Professional Corporation
T +1 905 540 3242
bart.sarsh@gowlingwlg.com

Let's Connect | Book a Meeting

GOWLING WLG

Gowling WLG (Canada) LLP
One Main Street West
Hamilton ON L8P 4Z5
Canada

gowlingwlg.com

This is **Exhibit "Q"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Electronically issued / Délivré par voie électronique : 29-May-2026
Oshawa Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-26-00001601-0000

Return to Affidavit

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Plaintiff

and

3S INTERNATIONAL INC., YYZ LIGHTING INC. and
SAJEEB KOYA KUNJU

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

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

IF YOU PAY THE PLAINTIFF'S CLAIM, and $5,500 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and $400 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Issued by *"electronically issued"*
Local Registrar

Address of court office: 150 Bond Street East,
Oshawa, Ontario L1G 0A2

TO: **3S INTERNATIONAL INC.**
3335 Hollywood Court
Pickering, ON L1X 0A3

1175 Squires Beach Road, Unit 1
Pickering, ON L1W 3V3

Attention: Sajeeb Koya Kunju

AND TO: **YYZ LIGHTING INC.**
1175 Squires Beach Road, Unit 1
Pickering, ON L1W 3V3

Attention: Sajeeb Koya Kunju

AND TO: **SAJEEB KOYA KUNJU**
3335 Hollywood Court
Pickering, ON L1X 0A3

CLAIM

1. The Plaintiff, Caisse Desjardins Ontario Credit Union Inc. (the "**Caisse**"), claims against the Defendants, 3S International Inc. ("**3S**") and YYZ Lighting Inc. ("**YYZ**"), for:

   (a) the amount of $4,044,329.33 outstanding as of April 7, 2026 pursuant to two separate Loan Agreements signed by 3S in favour of the Caisse effective July 17, 2024;

2. The Caisse claims against the Defendant, Sajeeb Koya Kunju ("**Kunju**"), for:

   (a) the amount of $1,250,000.00 plus interest and costs pursuant to the General Guarantee and Postponement of Claim signed by Kunju in favour of the Caisse;

3. The Caisse claims against the Defendants, 3S, YYZ and Kunju, for:

   (a) prejudgment interest at the rate of 5.450% (being the Caisse's prime rate of 4.45% increased by 1.00%) in accordance with the Loan Agreements (defined below) from April 7, 2026 to the date of payment or judgment, whichever is earlier;

   (b) in the alternative, prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended from April 7, 2026 to the date of payment or judgment, whichever is earlier;

(c) postjudgment interest at the rate of 5.450% (being the Caisse's prime rate of 4.45% increased by 1.00%) in accordance with the Loan Agreement;

(d) in the alternative, postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(e) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and

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

THE PARTIES

4. The Caisse is a credit union established under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11.

5. 3S is a company incorporated pursuant to the laws of Ontario, with a registered office in Pickering, Ontario.

6. YYZ is a company incorporated pursuant to the laws of Ontario, with a registered office in Pickering, Ontario. As pleaded below, YYZ provided a limited guarantee of certain credit facilities issued by the Caisse to 3S.

7. Kunju is an individual residing in Pickering, Ontario and is the director of 3S and YYZ. As pleaded below, Kunju provided a limited guarantee of certain credit facilities issued by the Caisse to 3S.

CREDIT FACILITIES

8. The Caisse (as lender), 3S (as borrower), and YYZ and Kunju (as guarantors) entered into two separate Variable Credit Agreements each on July 17, 2024 (the "**Loan Agreements**").

9. Pursuant to the first Loan Agreement signed on July 17, 2024, the Caisse advanced variable credit in the total principal amount of $4,000,000.00. The amounts advanced would bear interest, calculated monthly at the Caisse's prime rate increased by 1.00% per annum. At the time that the Loan Agreement was signed, the Caisse's prime rate was 6.950%.

10. Pursuant to the second Loan Agreement also signed on July 17, 2024, the Caisse advanced variable credit in the total principal amount of $1,000,000.00. The amounts advanced would bear interest, calculated monthly at the Caisse's prime rate increased by 1.00% per annum. At the time that the Loan Agreement was signed, the Caisse's prime rate was 6.950%.

11. On August 23, 2024, 3S YYZ, and Kunju signed an Acknowledgment re: Cross-Default in favour of the Caisse (the **"Acknowledgement"**). The Acknowledgment relates to the two Loan Agreement—a loan designated as the "One Million Loan" and a loan designated the "Four Million Loan."

12. To secure the Loan Agreements, 3S, YYZ, and Kunju provided the Caisse with substantially identical security packages (collectively, the **"One Million Security Documents"** and the **"Four Million Security Documents,"** respectively), including

general security agreements granting first-ranking security interests on all present and after-acquired personal property of 3S registered in Ontario, the Guarantees, a guarantee from Export Development Canada, assignments of insurance, and related ancillary documents.

13. The Acknowledgment was executed by Kunju as authorized signing officer of 3S, by Sabitha Sajeeb as president of YYZ, and by Kunju in his personal capacity.

14. Pursuant to the Acknowledgment, the undersigned confirmed that:

(a) the One Million Security Documents shall stand as security for both the One Million Loan and the Four Million Loan, and reciprocally, that the Four Million Security Documents shall stand as security for both the Four Million Loan and the One Million Loan.

(b) any default under either the One Million Loan or the Four Million Loan, or under any security provided to the Lender thereunder — including but not limited to the One Million Security Documents and the Four Million Security Documents — shall, at the sole discretion of the Caisse, constitute concurrent default under any or all of the loans.

15. The Acknowledgment provides that the Caisse is entitled at all times to proceed against all or any portion of the security it holds, in such order and manner as it shall in its sole discretion deem fit, without waiving any of its rights with respect to the remaining security, and that the exercise of any such remedies shall in no way affect or diminish

the Borrower's liability under the remaining security. The terms and obligations of the One Million Offer and the Four Million Offer otherwise continue in full force and effect.

16. As of April 7, 2026, the aggregate indebtedness of 3S due and owing to the Caisse was $4,044,329.33 in addition to ongoing accrual of interest as set out in the Loan Agreement excluding professional fees, disbursements and HST (the "**Indebtedness**"), which amount is accruing.

THE GUARANTEES

17. YYZ signed a General Guarantee and Postponement of Claim in favour of the Caisse securing the amount of $5,000,000.00 together with all fees and interest in respect of all indebtedness, liabilities and obligations of 3S (the "**YYZ Guarantee**")

18. Kunju signed a General Guarantee and Postponement of Claim in favour of the Caisse securing the amount of $1,250,000.00 together with all fees and interest in respect of all indebtedness, liabilities and obligations of 3S. (the "**Kunju Guarantee**") (the YYZ Guarantee and the Kunju Guarantee are collectively referred to as the "**Guarantees**").

19. Pursuant to the terms of the Guarantees (in conjunction with the Loan Agreement), both YYZ and Kunju unconditionally guaranteed to the Caisse the immediate payment of the Indebtedness subject to the limits stipulated in each Guarantee plus applicable interest, costs and expenses as set out in each of the Guarantees (the "**Guaranteed Amount**") upon written demand for payment from the Caisse.

20. Under each of the Guarantees, the Caisse is not bound to exhaust its recourse against 3S before making demand for payment of the Indebtedness under each Guarantee.

21. Each Guarantee at Article 4 states:

ADDITIONAL COVENANTS. The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor.

All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as borrower in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.

22. Each Guarantee at Article 5 states:

REMEDIES. The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided a security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.

23. Each Guarantee at Article 7 states:

DEMAND FOR PAYMENT. Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

24. Each Guarantee at Article 8 states:

EXTENT OF GUARANTEE. The guarantee contained in this Part I - Guarantee shall remain a valid and a continuing general guarantee for all of the Obligations, notwithstanding the occasional, total or partial payment of the Member's debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution twenty (20) days' prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor's liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days' notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I - Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member's Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member's financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

25. Each Guarantee at Article 11 states:

SUBROGATION AND POSTPONEMENT OF CLAIM. The Guarantor covenants that all indebtedness and liability, present and future, of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member's Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, without in any way limiting or lessening the Guarantor's liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution's prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further action which may be desirable in order to give full effect to this guarantee and every part hereof.

26. Each Guarantee at Article 17 states:

ENTIRE AGREEMENT. Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this General Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this General Guarantee and Postponement of Claim. This General Guarantee and Postponement of Claim may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of this General Guarantee and Postponement of Claim.

27. Each Guarantee at Article 19 states:

NOTICE. No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this General Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

DEFAULTS, DEMANDS, AND NOTICE OF INTENTION TO ENFORCE

28. 3S has defaulted in its obligations under the Loan Agreement, and the default has not been cured and is continuing as described below:

(a) 3S has failed to make prompt payment of the amounts due under the Loan Agreement and this is an event of default under paragraph 16(i) of the Loan Agreement because 3S "fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution".

(b) 3S's bank account is in overdraft of $12,667.57 as of April 7, 2026;

(c) There are interest arrears of $44,329.33 due under the Loan Agreement as of April 7, 2026;

(d) 3S has failed to provide the documents for the monthly borrowing base for February 2026 and March 2026;

(e) There are 32 NSF charges in 2026 as of April 1, 2026;

(f) 3S's landlord has declared default and terminated the commercial lease of the business premises and 3S has stopped operating its business;

(g) 3S is in arrears of its payroll obligations to the Canada Revenue Agency;

(h) 3S has failed to hold its main operating account at the Caisse and carry out all of its transactions through that account in accordance with paragraph 5 of the Loan Agreement.

29. The Caisse issued a demand letter to 3S, YYZ and Kunju on April 9, 2026 (the "**Demand Letter**"). The Demand Letter enclosed a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC, 1985 c B-3, as amended (the **"NITES"**).

30. The Caisse demanded payment of the Indebtedness from YYZ and Kunju pursuant to the Guarantees.

31. The April 9, 2026 demand letter set a deadline for payment of April 20, 2026. Despite demand, none of 3S, YYZ or Kunju have paid the Indebtedness as required under the Loan Agreement.

32. All of the Defendants are required to pay all lawyers' fees incurred with respect to any action to collect on the Indebtedness on a substantial indemnity basis.

33. The Caisse has commenced a receivership application against the Defendants.

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Bart Sarsh (LSO No. 59208N)
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Lawyers for the Plaintiff

CAISSE DESJARDINS ONTARIO CREDIT UNION INC. - and - 3S INTERNATIONAL INC.et al.

Plaintiff Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OSHAWA

STATEMENT OF CLAIM

GOWLING WLG (CANADA) LLP
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Bart Sarsh (LSO No. 59208N)
Tel: 905-540-3242
Bart.Sarsh@gowlingwlg.com

Lawyers for the Plaintiff

File Number: G10118027

This is **Exhibit "R"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

INVENTORY REPORT - AS ON 31 DEC 2025

INVENTORY - 3S INTERNATIONAL INC.

LOCATION	FINISHED GOODS	WORK IN PROG	RAW MATERIAL	PACKING MATERIAL	TOTAL (CAD)
CANADA	1,994,242	-	-	-	1,994,242
OUTSIDE CANADA	4,023,977	-	186,600	-	4,210,577
TOTAL	**6,018,219**	**-**	**186,600**	**-**	**6,204,819**

Return to Affidavit

This is **Exhibit "S"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

3S INTERNATIONAL INC
CUSTOMER AGED SUMMARY
December 31, 2025

Return to Affidavit

Company	Total (CAD)	30	60	90	90 Above	AR Ins.
ACOULITE TRADING LLC(AR-A1007)	59,694	59,694	-	-	-	
ATTITUDE UGANDA LTD(AR-A1099)	30,081	-	-	-	30,081	
INARA COMPANY LIMITED (AR-Y1003)	19,000	2,470	1,630	-	14,901	EDC
LIGHT DIMENSIONS TRADING CO LLC	962,683	816,395	2,386	-	143,903	
SACO TECHNOLOGIES INC-USD (AR-S	239,281	46,130	7,140	8,348	177,663	
XYZ CULTURAL TECH FZ LLC DUBAI B	340	-	-	-	340	
THE TRUE CURRENT TRADING CO.	70,797	-	-	-	70,797	
USD - A/R Outstanding	**1,381,875**	**924,688**	**11,155**	**8,348**	**437,684**	
ABU DHABI PORTS COMPANY(PJSC) (	364,363	-	-	-	364,363	EDC
AE SEVEN MORSE ARCHITECTURE &	43,496		-		43,496	
AL BASTI & MUKTHA L.L.C (AR-A1093)	415,435	2,714		-	412,721	EDC
AL FUTTAIM ENGINEERING LLC (AR-A	32,524	8,732	7,178	8,308	8,308	EDC
AL ROSTAMANI COMMUNICATIONS LL	31,365	-	521	-	30,844	EDC
AL RYUM CONTRACTING & GENERAL	133,972	106,839		27,133	-	EDC
AL SHIRAWI ELECTRICAL & MECHANI(	10,757		5,291	5,466	-	EDC
AL TAYER ENGINEERING LLC (AR-A10	3,021		-	-	3,021	EDC
AMANA CONTRACTING & STEEL BUILI	1,627				1,627	
ARABIAN CONSTRUCTION COMPANY	49,508	49,508	-	-	-	EDC
BILT MIDDLE EAST L.L.C [ARR-B1009]	20,745				20,745	EDC
BIN MOOSA DEBBAS TRADING CO (AF	94,304		1,567	-	92,737	
BRANCH OF SINOHYDRO CORPORAT	1,049,699	866,546	44,946	134,687	3,521	EDC
BROOK AND RIPPLES SWIMMING PO(	8,375	8,375	-	-		EDC
CHINA RAILWAY 18TH BUREAU GROU	36,114	36,114	-	-	0	EDC
CREANOVATIVE TECHNICAL SERVICE	5,878		5,878	-	-	EDC
DESIGN INFINITY L.L.C (AR-D1036) .00	26,560		442	-	26,119	EDC
DUBAI WORLD TRADE CENTRE(AR-D1	5,427	5,427	-	-	-	
DUTCO CONSTRUCTION CO LLC (AR-I	110,418	24,833	1,396	-	84,190	EDC
EFS FACILITIES MANAGEMENT SERVI	47	-		47	-	
EMAAR COMMUNTY MANAGEMENT LL	5,094	-	-	5,094	-	
EMIRATES TOWERS LLC (AR-D1017) .(	63,481		1,055	-	62,426	EDC
ENGINEERING CONTRACTING CO. L.L	136,487	78,045	55,912	2,531	-	EDC
ENOC RETAIL L.L.C (AR-E1016) .00 CR	46,688			10,279	36,408	EDC
ENOC TASJEEL LLC(AR-E1043)	26,639	26,639	-	-	-	
EQUATOR EVENTS L.L.C (AR-E1053) .(	2,953		-	-	2,953	
FREESIA ELECTROMECHANICAL WC	58,906	58,906	-	-	-	EDC
GULF CONTRACTORS COMPANY LLC(	32,598	32,598	-	-	-	EDC
HH SHEIKH AHMED BIN RASHID AL MA	10,560	10,560			-	
HRFA LIGHTING SOLUTIONS_CAIRO(A	27,173	27,173		-	-	
IMDAAD (AR-I1001) .00 CR	50,248	-		323	49,925	
INNOVO SOLUTIONS TRADING LLC (AI	574,176	574,176	-		-	EDC
INTERNATIONAL ELECTRO-MECHANI(	152,413	-		152,413	-	EDC
ISAASI DESIGN (AR-I1016) .00 CR	47,895		47,895	-	-	EDC
JAMES L WILLIAMS MIDDLE EAST (JLV	8,909	-			8,909	EDC
JUMA AL MAJID ELECTRICAL AND ME(	53,424	13,411		14,098	25,915	EDC

Company	Total (CAD)	30	60	90	90 Above	AR Ins.
KENDA ISSA (AR-K1018) .00 CR	774	-	-	-	774	
KEYSTON DISTRIBUTION (AR-K1008) .(	51,128		850	-	50,278	EDC
MAJID ALFUTTAIM CINEMAS LLC (AR-I	5,486		91	-	5,395	EDC
MNC ENGINEERING CONTRACTING LL	7,955		132	-	7,823	
MOUHAJER INTERNATIONAL DESIGN	19,250		320	-	18,931	EDC
ONE & ONLY ROYAL MIRAGE (AR-O10(	1,665		1,665	-	-	
OUTLOUD ADVERTISING - SOLE PROF	2,547		-	-	2,547	
P118- PRIVATE VILLA(AR-P1021)	204	204	-	-		
PITFIRE PIZZA DMCC (AR-P1005) .00 C	8,525		-	-	8,525	
PROSCAPE INTERNATIONAL CONTRA	6,300		403	-	5,897	
PYXIS EVENTS - SOLE PROPRIETORS	130,620		-	-	130,620	
RNA RESOURCES GROUP LTD (AR-R1	51,094		1,169	-	49,925	EDC
RNINE INTERNATIONAL ELECTROMEC	29,906	28,814			1,092	
ROLACO ARABIAN SOUNDS AND LIGH	3,029	3,029	-		-	
SALEH CONSTRUCTION LLC	562,046	-	363,242	100,469	98,335	EDC
SAUDI ENSAS COMPANY FOR ENGINE	717,738	551,096	3,682	63,299	99,662	EDC
SHAPOORJI PALLONJI FACILITY MANA	10,124		-	-	10,124	
SHAPOORJI PALLONJI MIDDLE EAST L	54,952			54,952	-	EDC
STONE FACTORY CONTRACTING (BR	1,058		-	-	1,058	
SUN & SKY OWNERS UNION (AR-S103	22,691		-	-	22,691	
SYNCHRO ELECTROMECHANICAL CO	11,943	11,943	-	-	-	
VECTOR FOILTEC GMBH(AR-V1021)	22,495	-	-	-	22,495	
VENTURA GLOBAL TECHNOLOGIES LI	1,959		-	-	1,959	
VOLTAS SIX CONSTRUCT TROJAN JO	2,866,730	1,417,305	4,625		1,444,800	EDC
WOODCRAFT COMPANY LLC (AR-W10	704		-	-	704	
ZAID ABDULRAHIM ALQUFAIDI (AR-Z1(	919			-	919	
	-					
AED - A/R Outstanding	**8,333,125**	**3,942,986**	**548,258**	**579,100**	**3,262,781**	
TARGETTI SANKEY SPA	11,555			-	11,555	
EUR - A/R Outstanding	**11,555**	**-**	**-**	**-**	**11,555**	
Total A/R Outstanding	**9,726,555**	**4,867,674**	**559,413**	**587,448**	**3,712,021**	
Less BAD DEBTS RESERVE	323,483					
Total A/R Outstanding	**9,403,072**					

This is **Exhibit "T"** referred to in the Affidavit of Olivier Ludger Ménard, affirmed before me at the City of Hamilton, in the Province of Ontario, on June 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
Bart Sarsh, LSO No. 59208N

Return to Affidavit

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

3S INTERNATIONAL INC., YYZ LIGHTING INC. and
SAJEEB KOYA KUNJU

Respondents

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

CONSENT TO ACT

Albert Gelman Inc. consents to act as the court-appointed receiver and manager over all of the assets, undertakings and properties of 3S International Inc. in accordance with the Appointment Order sought and included in the Application Record.

Dated at Toronto, Ontario this 25th day of June, 2026.

ALBERT GELMAN INC.

Per:

Name: Tom McElroy
Title: Managing Director (Ontario)

CAISSE DESJARDINS ONTARIO CREDIT UNION INC. -and- 3S INTERNATIONAL INC. et al.
Applicant Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OSHAWA

CONSENT TO ACT

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Lawyers for the Applicant

File Number: G10118027

CAISSE DESJARDINS ONTARIO CREDIT UNION INC. - and - 3S International Inc., et al.

Applicant | Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OSHAWA

AFFIDAVIT OF OLIVIER LUDGER MÉNARD
(Affirmed June 25, 2026)

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
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Lawyers for the Applicant

File Number:G100118027

TAB 3

Court File No. CV-26-00001912-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	THURSDAY, THE 9TH
	)	
JUSTICE	)	DAY OF JULY, 2026

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

3S INTERNATIONAL INC., YYZ LIGHTING INC. and
SAJEEB KOYA KUNJU

Respondents

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

APPOINTMENT ORDER

THIS APPLICATION made by the Applicant, Caisse Desjardins Ontario Credit Union Inc. (the “**Caisse**”), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Albert Gelman Inc. (“**AGI**”) as receiver and manager (in such capacities, the "**Receiver**") without security, over all of the assets, undertakings and properties of 3S International Inc. (“**3S**,” the “**Borrower**” or the “**Debtor**”) acquired for or used in relation to the business carried on by the Debtor including all proceeds thereof (the **“Property”**), was heard this day by videoconference at 150 Bond Street East, Oshawa, Ontario, N9A 1J2.

ON READING the Notice of Application, the Affidavit of Olivier Ludger Ménard, affirmed June 25, 2026 and the Exhibits to it, the Applicant's Factum and on hearing the submissions of counsel for the Applicant and the other parties listed on the Participant Information Sheet, with no one else appearing for the parties listed on the Service List although duly served as appears from the affidavits of service, filed, and on reading the Consent of AGI to act as the Receiver, filed,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, AGI is appointed Receiver, without security, over all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to the business carried on by the Debtor including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor and collect on all accounts at deposit-taking institutions such as the accounts in the name of the Debtor at any financial institution;

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

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

    (i) without the approval of this Court in respect of any transaction not exceeding $150,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required,

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to make an assignment in bankruptcy on behalf of the Debtor, to consent on behalf of the Debtor to the making of a bankruptcy order against the Debtor, and for AGI to act as the licensed insolvency trustee of the Debtor;

(q) to enter into agreements with any licensed insolvency trustee appointed in respect of the Debtor (if not AGI), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtor;

(r) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

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

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

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other

persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall

forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** any and all financial institutions, banks, and their affiliates, shall produce to the Receiver any and all Records, banking documents related to the Debtor, any transaction supporting document and any of the Debtor's records in its possession or control, having regard to the limitations of the financial institutions' retention and storage policies and practices, notwithstanding that any disclosure may include "personal property" about third parties as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to

observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

9. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on,

(ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the Supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND CASL

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for

the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of cause 3(c) of the *Electronic Commerce Protection Regulations,* Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or

collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

19. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Ontario Superior Court of Justice.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

consider necessary or desirable, provided that the outstanding principal amount does not exceed $400,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol"**) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL https://www.albertgelman.com/filedocuments/#3SInternational.

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

29. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder on five (5) business days notice.

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

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

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

33. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity

basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

35. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or application for leave to appeal is brought to an appellate court.

Date of issuance ______________________ ______________________________________
(to be completed by registrar) *(Signature of judge, officer or registrar)*

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________________

AMOUNT $ ____________________________

1. **THIS IS TO CERTIFY** that Albert Gelman Inc. the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of 3S International Inc. ("**3S**") (the "**Borrower**" or the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor regarding the Property, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 9th day of July 2026 (the "**Order**") made in an application having Court File Number CV-26-00001912-0000 has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $____________________, being part of the total principal sum of $________________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] / [monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of ___________ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority

of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Sudbury, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ___________, day of _________________, 20___.

Albert Gelman Inc. solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: ____________________________________

Name:

Title:

Court File No. CV-26-00001912-0000

CAISSE DESJARDINS ONTARIO CREDIT UNION INC. - and - 3S INTERNATIONAL INC., et al

Applicant Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OSHAWA

APPOINTMENT ORDER

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
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Lawyers for the Applicant

File Number: G10118027

TAB 4

~~Revised: January 21, 2014~~

~~s. 243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. CV-26-00001912-0000

~~Court File No.~~

~~**ONTARIO**~~

~~**SUPERIOR COURT OF JUSTICE**~~

~~**COMMERCIAL LIST**~~

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	~~WEEKDAY~~ THURSDAY, THE ~~#~~9TH
~~JUSTICE~~	)	~~DAY OF MONTH, 20YR~~
JUSTICE	)	DAY OF JULY, 2026

B E T W E E N:

~~**PLAINTIFF**~~

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

~~Plaintiff~~

Applicant

~~-~~and~~-~~

~~**DEFENDANT**~~

~~Defendant~~

3S INTERNATIONAL INC., YYZ LIGHTING INC. and SAJEEB KOYA KUNJU

Respondents

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

APPOINTMENT ORDER

~~**(appointing Receiver)**~~

THIS ~~MOTION made by the Plaintiff~~ **APPLICATION** made by the Applicant, Caisse Desjardins Ontario Credit Union Inc. (the "**Caisse**"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME]~~Albert Gelman Inc. ("**AGI**") as receiver ~~[~~and manager~~]~~ (in such capacities, the "**Receiver**") without security, ~~of~~over all of the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "~~3S International Inc. ("**3S**") (the "**Borrower**" or the "**Debtor**~~"~~") acquired for~~,~~ or used in relation to ~~a~~the business carried on by the Debtor including all proceeds thereof (the **"Property"**), was heard this day ~~at 330 University Avenue, Toronto~~by videoconference at 150 Bond Street East, Oshawa, Ontario, N9A 1J2.

ON READING the ~~affidavit of [NAME] sworn [DATE]~~Notice of Application, the Affidavit of Olivier Ludger Ménard, affirmed June 25, 2026 and the Exhibits ~~thereto~~to it, the Applicant's Factum and on hearing the submissions of counsel for ~~[NAMES], no one~~the Applicant and the other parties listed on the Participant Information Sheet, with no one else appearing for ~~[NAME]~~the parties listed on the Service List although duly served as appears from the ~~affidavit~~affidavits of service ~~of [NAME] sworn [DATE]~~, filed, and on reading the ~~consent of [RECEIVER'S NAME]~~Consent of AGI to act as the Receiver, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion and the Motion is hereby~~Application and the Application Record is abridged and validated so that

this ~~motion~~application is properly returnable today and ~~hereby~~ dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME] is hereby~~AGI is appointed Receiver, without security, ~~of~~over all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to ~~a~~the business carried on by the Debtor~~,~~ including all of the Debtor's right, title and interest in and to the Property including leases and all proceeds thereof (the ~~"~~"**Property**~~"~~").

~~RECEIVER'S~~RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is ~~hereby~~ empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is ~~hereby~~ expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor and collect on all accounts at deposit-taking institutions such as the accounts in the name of the Debtor at any financial institution;

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

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the ~~Receiver's~~Receiver’s name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority ~~hereby~~ conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

   (i) without the approval of this Court in respect of any transaction not exceeding $150,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; and

   (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause~~;~~, and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*~~, [~~ or section 31 of the Ontario *Mortgages Act*, as the case may be,~~]~~ shall not be required~~, and in each case the Ontario *Bulk Sales Act* shall not apply.~~

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a ~~purchaser or purchasers~~Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to make an assignment in bankruptcy on behalf of the Debtor, to consent on behalf of the Debtor to the making of a bankruptcy order against the Debtor, and for AGI to act as the licensed insolvency trustee of the Debtor;

(q) ~~(p)~~ to enter into agreements with any licensed insolvency trustee ~~in bankruptcy~~ appointed in respect of the Debtor (if not AGI), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any ~~property~~Property owned or leased by the Debtor;

(r) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(s) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

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

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being ~~"~~“**Persons**~~"~~” and each being a ~~"~~“**Person**~~"~~”)

shall forthwith advise the Receiver of the existence of any Property in such ~~Person's~~Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the ~~Receiver's~~Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the ~~"~~“**Records**~~"~~”) in that ~~Person's~~Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing

the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** any and all financial institutions, banks, and their affiliates, shall produce to the Receiver any and all Records, banking documents related to the Debtor, any transaction supporting document and any of the Debtor's records in its possession or control, having regard to the limitations of the financial institutions' retention and storage policies and practices, notwithstanding that any disclosure may include "personal property" about third parties as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

8. ~~7.~~ **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the

premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

9. ~~8.~~ **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a ~~"~~“**Proceeding**~~"~~”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. ~~9.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are ~~hereby~~ stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are ~~hereby~~ stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any

registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. ~~11.~~ **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. ~~12.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are ~~hereby~~ restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtor’s current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the ~~supplier~~Supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. ~~13.~~ **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the ~~"~~“**Post Receivership Accounts**~~"~~”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. ~~14.~~ **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the ~~Debtor's~~Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND CASL

16. ~~15.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or

bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a ~~""~~"**Sale**~~""~~"). Each prospective ~~purchaser~~Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The ~~purchaser~~Purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of cause 3(c) of the *Electronic Commerce Protection Regulations,* Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. ~~16.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management

(separately and/or collectively, ~~"~~“**Possession**~~"~~”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the ~~"~~“**Environmental Legislation**~~"~~”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the ~~Receiver's~~Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

19. ~~17.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

~~RECEIVER'S~~RECEIVER'S ACCOUNTS

20. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are ~~hereby~~ granted a charge (the ~~"~~"**Receiver's Charge**~~"~~") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the ~~Receiver's~~Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. ~~19.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are ~~hereby~~ referred to a judge ~~of the Commercial List~~ of the Ontario Superior Court of Justice.

22. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is ~~hereby~~ empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $~~__________~~400,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the ~~"Receiver's~~"**Receiver's Borrowings Charge**~~"~~") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. ~~22.~~ **THIS COURT ORDERS** that neither the ~~Receiver's~~Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule ~~"A" hereto~~"B" (the ~~"~~"**Receiver's Certificates**~~"~~") for any amount borrowed by it pursuant to this Order.

26. ~~24.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all

Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued ~~Receiver's~~Receiver's Certificates.

SERVICE AND NOTICE

27. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol"**) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at ~~http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ~~'<@>'~~https://www.albertgelman.com/filedocuments/#3SInternational.

28. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor

and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

29. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder on five (5) business days notice.

30. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a licensed insolvency trustee in the bankruptcy of the Debtor.

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

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

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

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

35. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or application for leave to appeal is brought to an appellate court.

Date of issuance ______________________	______________________________
(to be completed by registrar)	*(Signature of judge, officer or registrar)*

SCHEDULE ~~"A"~~“B”

RECEIVER CERTIFICATE

CERTIFICATE NO. ~~__________~~ ____________________

AMOUNT $~~_______________~~ _________________________

1. **THIS IS TO CERTIFY** that ~~[RECEIVER'S NAME],~~Albert Gelman Inc. the receiver and manager (the ~~"~~“**Receiver**~~"~~”) of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~of 3S International Inc. (“**3S**”) (the “**Borrower**” or the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor regarding the Property, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (~~Commercial List) (~~the ~~"~~“**Court**~~"~~”) dated the ~~___~~9th day of ~~_______, 20__~~July 2026 (the ~~"~~“**Order**~~"~~”) made in an ~~action~~application having Court ~~file number __-CL-________,~~File Number CV-26-00001912-0000 has received as such Receiver from the holder of this certificate (the ~~"~~“**Lender**~~"~~”) the principal sum of $~~________~~ ________________, being part of the total principal sum of $~~________~~ _____________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] / [monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ~~_____~~ _____ per cent above the prime commercial lending rate of Bank of ~~_______~~ __________ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver

pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ~~Toronto~~Sudbury, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ~~_____~~___________, day of ~~______________, 20__~~__________________, 20___.

~~[RECEIVER'S NAME],~~**Albert Gelman Inc.** solely in its capacity as ~~Received~~Receiver of the Property, and not in its personal capacity

Per: ~~Per:~~

Name:

Title:

Court File No. CV-26-00001912-0000

CAISSE DESJARDINS ONTARIO CREDIT UNION INC. - and - 3S INTERNATIONAL INC., et al

Applicant Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OSHAWA

APPOINTMENT ORDER

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Summary report: Litera Compare for Word 11.9.0.82 Document comparison done on 2026-06-26 11:30:59 AM	
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Intelligent Table Comparison: Active	
Original filename: \\gowfil11\HAM-PersonalDrives\mirzasa\Desktop\Bankruptcy Model Order\Model Order Appointing Receiver (ON).docx	
Modified filename: C:\Users\mirzasa\Downloads\Draft Appointment Order (word) - Applicant - Caisse Desjardins - 24-JUNE-2026 - (2).docx	
Changes:	
Add	174
~~Delete~~	165
~~Move From~~	0
Move To	0
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~~Table Delete~~	2
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	348

Court File No. CV-26-00001912-0000

CAISSE DESJARDINS ONTARIO CREDIT UNION - and - 3S INTERNATIONAL INC., et al.

Applicant | Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OSHAWA

APPLICATION RECORD
(Appointment of Receiver)

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