

Clerk's Stamp



COURT FILE NUMBER 2201-07148

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT **PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC. carrying on business as PRIVATE DEBT PARTNERS**

RESPONDENT **HOME SOLUTIONS CORPORATION**

DOCUMENT **AFFIDAVIT IN SUPPORT OF APPLICATION FOR RECEIVERSHIP ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
MILLER THOMSON LLP
3000, 700 - 9th Avenue S.W.
Calgary, AB, Canada T2P 3V4
Attention: Nicole T. Taylor-Smith
Telephone: 403.298.2401 Fax: 403.262.0007
E-mail: ntaylorsmith@millerthomson.com
File No.: 0252261.0002

AFFIDAVIT OF JEFFREY DEACON
Sworn on June 20, 2022

I, Jeffrey Deacon, of Toronto, Ontario, SWEAR AND SAY THAT:

1. I am the Managing Partner of Private Debt Partners Senior Opportunities Fund GP Inc. carrying on business as Private Debt Partners ("**PDP**"), and as such, have personal knowledge of the facts and matters herein deposed except where stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. I have reviewed the business records maintained by PDP in respect of the matters at issue, which I verily believe were made in the ordinary and usual course of business, and where I do not have direct personal knowledge of matters deposed herein, my knowledge is derived from my review of the business records of PDP, relevant copies of which are attached to this my Affidavit.
3. I am authorized to make this Affidavit on behalf of PDP.

THE BORROWER

4. The Respondent, Home Solutions Corporation ("**Home Solutions**") is a corporation incorporated pursuant to the laws of Alberta. Attached hereto as **Exhibit "A"** is a true copy of an Alberta Corporate Registry search of Home Solutions. Home Solutions registered office is located in Calgary, Alberta.

5. The main business activities of Home Solutions was the manufacture and supply of materials for closets and glassware for commercial and residential clients in the construction industry. It operated out of two buildings in Calgary located at 11550 – 40 Street SW and 11510 – 40 Street SW and one building in Edmonton located at 110 – 91 Street SW.

THE INDEBTEDNESS

6. On the application of Home Solutions, PDP extended Home Solutions a non-revolving credit facility in the principal amount of \$9,135,000.00 (the "**Credit Facility**") pursuant to a Credit Agreement dated January 11, 2022 (the "**Credit Agreement**"). A true copy of the Credit Agreement is attached hereto and marked as **Exhibit "B"**.
7. As of May 4, 2022 Home Solutions was indebted to PDP in the amount of \$9,224,815.23 plus interest and costs which continue to accrue in respect of the Credit Facility (the "**Indebtedness**").

THE SECURITY

8. To secure due payment and discharge of all present and future indebtedness and liabilities of Home Solutions to PDP, Home Solutions granted or caused to be granted the following securities:
 - (a) General Security Agreement in favour of PDP dated January 11, 2022, granting a security interest in all of its present and after-acquired all property including, without limitation, all assets, rights and undertaking of every nature and kind, now owned or subsequently owned or acquired and at any time and from time to time existing or in which Home Solutions has or acquires an interest, wherever situate, registered at the Alberta Personal Property Registry as registration 22011014256 a true copy of which is attached hereto and marked as **Exhibit "C"**;
 - (b) An Assignment of Insurance Policies dated January 11, 2022, a true copy of which is attached hereto and marked as **Exhibit "D"**;
 - (c) A Limited-Recourse Guarantee and Share Pledge Agreement dated January 11, 2022 from 2087212 Alberta Ltd. ("**2087**"), the sole shareholder of Home Solutions, guaranteeing the debts of Home Solutions Corporation to PDP, a true copy of which is attached hereto and marked as **Exhibit "E"**;
 - (d) A limited Guarantee and Postponement dated January 11, 2022 executed by Andrew Davidson, a director of Home Solutions ("**Davidson**") limited to 15% of obligation of Home Solutions to PDP upon demand plus interest and costs, a true copy of which is attached hereto and marked as **Exhibit "F"**;

(collectively, the "**Security**")
9. Attached hereto as **Exhibit "G"** is a true copy of a PPR search of Home Solutions dated June 20, 2022.
10. PDP entered into the following priority agreements with other creditors of Home Solutions in respect of its security interest in the personal property of Home Solutions:

- (a) Subordination and Postponement Agreement dated January 2022 with S. Nielsen Family Trust and W. Sonego Family Trust a true copy of which is attached hereto and marked as **Exhibit "H"**;
- (b) Postponement, Subordination, and Standstill Agreement dated January 11, 2022 with Gemstone Lights Calgary Ltd. and 3M Holdings Ltd. a true copy of which is attached hereto and marked as **Exhibit "I"**; and
- (c) Priority Agreement dated January 11, 2022 with The Toronto-Dominion Bank ("**TD**") a true copy of which is attached hereto and marked as **Exhibit "J"** (the "**TD Priority Agreement**").

DEFAULT AND DEMANDS

- 11. Home Solutions defaulted in its obligations to PDP under the Credit Agreement within 2 months of the date that the Credit Facility was advanced.
- 12. Home Solutions is in default of the Credit Agreement and the Security and all amounts owing under the Credit Agreement are immediately due and payable. The defaults include, among others:
 - (a) failure to make scheduled payments to PDP in accordance with the Credit Agreement; and
 - (b) failure to comply with the financial covenants given under the Credit Agreement.
- 13. On May 5, 2022, PDP provided notice of the foregoing defaults and notice of its intention to enforce security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* ("**BIA**") to Home Solutions. Concurrently therewith PDP demanded repayment of the Indebtedness. A copy of the demand and notice is marked as **Exhibit "K"**.
- 14. Home Solutions has failed or neglected, and continues to fail or neglect to repay the Indebtedness, and remain in default of its obligations under the Credit Agreement.

FORBEARANCE AND EVENTS LEADING TO BANKRUPTCY

- 15. From March 2022 to May 2022 PDP continued to support Home Solutions in order to assist it in working through its significant liquidity issues.
- 16. In early May 2022 Home Solutions advised PDP that it intended to file a Notice of Intention to Make a Proposal under Part III Division 1 of the BIA ("**NOI Proceedings**"). The Borrower wished to use the NOI Proceedings to conduct a sale process with the goal of preserving and maximizing the value of the business for its stakeholders.
- 17. On May 10, 2022, PDP entered into a Forbearance Agreement with Home Solutions and the guarantors of Home Solutions (the "**Forbearance Agreement**"). A true copy of the Forbearance Agreement is attached hereto and marked as **Exhibit "L"**.
- 18. Under the Forbearance Agreement it was agreed that PDP would forbear from enforcement to November 30, 2022 unless there was earlier default under the agreement. It was further agreed that 2087 would execute a share transfer agreement to transfer the shares of Home Solutions to PDP or its nominee (as was contemplated under the Limited-Recourse Guarantee). It was further agreed that Davidson would resign as director of Home Solutions and a chief restructuring officer selected by PDP

would be appointed. Home Solutions would then proceed to initiate NOI Proceedings and complete a sales process.

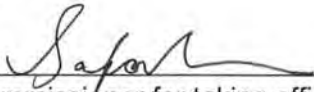
19. I became a director of Home Solutions upon the resignation of Davidson and together with the chief restructuring officer appointed by PDP took control of Home Solutions on or about May 10, 2022. The other directors of Home Solutions resigned voluntarily. Upon gaining access to Home Solutions we quickly learned that the financial situation of Home Solutions was far worse than PDP had understood. For instance, the amount of inventory found was estimated to be \$150,000 which was far less than approximately \$1,800,000 which is what Home Solutions had represented. Calls to customers identified that Home Solutions had accounts receivable that he been mischaracterized and largely consisted of work in progress that could not be collected. The chief financial officer was unwilling to certify Home Solutions financial statements as was required in effort to secure DIP financing.
20. With the new clarity and understanding of the situation with Home Solution, Home Solutions was unable to secure DIP financing which was required in order to proceed with NOI Proceedings. Without DIP financing there were insufficient funds to meet Home Solutions payroll obligations. In the result, on May 20, 2022, Home Solutions made an assignment in bankruptcy and MNP Ltd. ("**MNP**") was appointed as licensed insolvency trustee. Attached hereto and marked as **Exhibit "M"** is a true copy of the Certificate of Appointment.
21. A true copy of the Notice to Creditors and Statement of Affairs for Home Solutions is attached hereto and marked as **Exhibit "N"**.
22. Attached hereto and marked as **Exhibit "O"** is a true copy of MNP's Preliminary Report filed in the bankruptcy proceedings.

APPOINTMENT OF RECEIVER

23. Pursuant to the terms of the TD Priority Agreement, TD has priority over the inventory and accounts receivable of Home Solutions (collectively the "**Current Assets**") and PDP has priority over all other assets and property of Home Solutions.
24. PDP is presently entitled to pursue its legal remedies under the Credit Agreement and the Security and PDP has the right to appoint or apply to this Honourable Court to appoint a receiver and manager over the property, assets and undertaking of Home Solutions excluding the Current Assets. PDP wishes to exercise that right at this time.
25. MNP issued a letter to PDP on June 16, 2022 releasing any interest of the estate in Home Solutions' property and equipment excluding the Current Assets. The letter confirms that MNP obtained an independent legal opinion that the security held by PDP is effective, valid and enforceable as against the Trustee. A true copy of the letter is attached hereto as **Exhibit "P"**. I verily believe that given the release, PDP's collateral is at risk and will be further eroded unless a receiver is immediately appointed. No other alternative is presently available to PDP.
26. I verily believe that the immediate appointment of a receiver and manager of all undertaking, property and assets of Home Solutions excluding the Current Assets is just and convenient and is necessary to protect the interests of PDP, including to preserve the remaining assets of Home Solutions and to realize on PDP's Security.

27. Grant Thornton Limited is qualified and prepared to act as receiver and has consented to act a Receiver of Home Solutions should PDP's application be granted.
28. I make this affidavit in support of PDP's application for a receivership order in respect of Home Solutions.

SWORN BEFORE ME at the City of
Toronto, Ontario, this 20 day of June,
2022.



A Commissioner for taking affidavits in the
Province of Ontario

**Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.**

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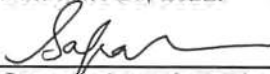


Jeffrey Deacon

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2021/11/17
Time of Search: 11:45 AM
Search provided by: MILLER THOMSON LLP - CALGARY
Service Request Number: 36529862
Customer Reference Number: 0252261.0002

This is Exhibit "A" to the Affidavit
of Jeffrey Deacon sworn before
me on June 20, 2022.


A Commissioner for taking affidavits
in the Province of Ontario

Corporate Access Number: 209350420
Business Number:
Legal Entity Name: HOME SOLUTIONS CORPORATION
Legal Entity Status: Amalgamated
Alberta Corporation Type: Named Alberta Corporation
Amalgamation Date: 2019/01/01 YYYY/MM/DD
Registration Date: 2001/05/17 YYYY/MM/DD

Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.

Registered Office:

Street: 11510 - 40TH STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2Z4V6

Records Address:

Street: 11510 - 40TH STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2Z4V6

Directors:

Last Name: MCALLISTER
First Name: WENDY
Street/Box Number: 65 MARQUIS PLACE S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T3M2A5
Letter - For Legal Name Change: Y

Last Name: NIELSEN
First Name: SOREN

Street/Box Number: 250 MIKE RALPH WAY S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T3E0H8

Voting Shareholders:

Legal Entity Name: 1470869 ALBERTA LTD.
Corporate Access Number: 2014708693
Street: 11510 - 40TH STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2Z4V6
Percent Of Voting Shares: 74.13

Last Name: S. NIELSEN FAMILY TRUST
Street: 250 MIKE RALPH WAY S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T3E0H8
Percent Of Voting Shares: 22.2

Last Name: W. SONEGO FAMILY TRUST
Street: 65 MARQUIS PLACE S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T3M2A5
Percent Of Voting Shares: 3.67

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE 'A'
Share Transfers Restrictions: SEE ATTACHED SCHEDULE 'B'
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE 'C'

Other Information:**Amalgamation Successor:**

Corporate Access Number	Business Number	Legal Entity Name
2021634528		HOME SOLUTIONS CORPORATION

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2018	2018/06/07

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2001/05/17	Incorporate Alberta Corporation
2007/06/13	Change Director / Shareholder
2009/07/31	Name/Structure Change Alberta Corporation
2010/02/04	Change Address
2018/06/07	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2019/01/01	Amalgamate Alberta Corporation

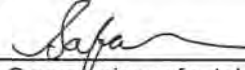
Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<u>Restrictions on Share Transfers</u>	ELECTRONIC	2001/05/17
<u>Other Rules or Provisions</u>	ELECTRONIC	2001/05/17
<u>Share Structure</u>	ELECTRONIC	2001/05/17
Letter - For Legal Name Change	10000401000604894	2007/06/13
<u>Share Structure</u>	ELECTRONIC	2009/07/31
<u>Shares in Series</u>	ELECTRONIC	2009/07/31

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "B" to the Affidavit of
Jeffrey Deacon sworn before me on
June 20, 2022.



A Commissioner for taking affidavits
in the Province of Ontario

**Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law,
Expires May 17, 2025.**

HOME SOLUTIONS CORPORATION

as Borrower

- and -

ANDREW DAVIDSON

as Personal Guarantor

- and -

2087212 ALBERTA LTD.

as Limited Recourse Guarantor

- and -

**PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC.
d.b.a PRIVATE DEBT PARTNERS**

as Lender

CREDIT AGREEMENT

DATED as of the 11 day of January, 2022

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SCHEDULES:

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Schedule C	Material Contracts

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Schedule D Amortization and Payment Schedule
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THIS CREDIT AGREEMENT is made as of the 11 day of January, 2022

AMONG:

HOME SOLUTIONS CORPORATION
as borrower

- and -

PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC.,
d.b.a. PRIVATE DEBT PARTNERS
as lender

WHEREAS, the Borrower has requested that a term credit facility be made available to the Borrower by the Lender in a maximum principal amount of Nine Million One Hundred Thirty Five Thousand (\$9,135,000.00) Dollars.

AND WHEREAS the Lender has agreed to provide the requested Credit Facility to the Borrower on the basis and subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties to this Agreement hereby agree as follows:

ARTICLE 1

DEFINED TERMS

1.1 Defined Terms

In this Agreement:

"Advance" means a borrowing by the Borrower under the Credit Facility.

"Affiliate" has the meaning set out in the *Business Corporations Act* (Alberta) as in effect on the date hereof.

"Agreement", **"hereof"**, **"herein"**, **"hereto"**, **"hereunder"** or similar expressions mean this credit agreement, including its recitals and schedules, as amended, supplemented, restated, replaced or otherwise modified from time to time.

"AML Legislation" has the meaning set out in Section 11.25 herein.

"Anti-Corruption Laws" means all laws, rules, and regulations of any Sanctions Authority that apply to the Borrower and its Subsidiaries from time to time concerning or relating to bribery of government officials or public corruption.

"Applicable Laws" means, at any time, in respect of any Person, property, transaction, event or other matter, as applicable, all then current laws, rules, statutes, regulations, treaties, orders, judgments and decrees and all official directives, rules, guidelines, orders, policies, decisions and other requirements of any Governmental Authority, in each case to the extent having the force of law (collectively, the **"Law"**) relating or applicable to such Person, property, transaction, event or

other matters and shall also include any interpretation of the Law, or any part of the Law, by any Person having jurisdiction over it or charged with its administration or interpretation.

"Application Fee" means the application fee in the amount of \$30,000.00 payable by the Borrower to the Lender in full on or before the Closing Date; provided for certainty, the Lender acknowledges it has received such Application Fee.

"Borrower" means Home Solutions Corporation and its successors and permitted assigns.

"Builders' Lien Act" means the *Builders' Lien Act* (Alberta) and any amendments or successor legislation thereto.

"Business" means the business carried on by the Borrower prior to the date hereof.

"Business Day" means a day of the year, other than a Saturday, Sunday or statutory holiday, on which the Lender is open for business at its executive offices in Calgary, Alberta.

"Canadian Dollars", "Cdn. Dollars", "Cdn. \$" and "\$" mean lawful money of Canada.

"Capital Expenditures" means any capital expenditure made by any Person for the construction, repair, replacement, addition, alteration, or refurbishment of its property or assets.

"Capital Lease Obligation" of any Person means the obligation of such Person, as lessee, to pay rent or other payment amounts under a lease of real or personal property which is required to be classified and accounted for as a finance lease or a liability on a consolidated balance sheet of such Person in accordance with GAAP.

"Change of Control" means:

- (a) any direct or indirect sale, transfer or other disposition in one or a series of related transactions, of all or substantially all of the Property of the Borrower to any Person or group of Persons acting jointly or in concert for the purposes of such transaction;
- (b) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group of Persons (other than any of the existing direct and indirect shareholders of the Borrower as at the Closing Date) acting in concert, of Equity Interests representing more than fifty (50%) of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower;
- (c) the acquisition of direct or indirect Control of the Borrower by any Person or group of Persons (other than any of the existing direct and indirect shareholders of the Credit Parties as at the Closing Date) acting in concert; or
- (d) the Limited Recourse Guarantor ceasing to hold its respective percentages of issued and outstanding voting Equity Interests of the Borrower, as held as at the Closing Date.

"Closing Date" means the date on which all conditions precedent to this Agreement pursuant to Section 5.1 have been confirmed by the Lender to have been met.

"Compliance Certificate" means the certificate of the Borrower required pursuant to Section 8.2(a), the form of which is attached hereto as Schedule A.

"Contesting in Good Faith" means taking action by a Person in good faith by the appropriate proceedings diligently pursued to contest a tax, claim, lien or other Encumbrance, provided that:

- (a) the applicable Person has established reasonable reserves therefor in accordance with GAAP and if the Lender requests, a cash reserve is established to satisfy the amount of such tax claim, lien or other Encumbrance;
- (b) proceeding with such contest does not have, and could not reasonably be expected to have, a Material Adverse Change;
- (c) such contestation effectively stays or postpones the enforcement against the Property of the applicable Person of the rights of the holder thereof; and
- (d) proceeding with such contest will not create a material risk of sale, forfeiture or loss of, or interference with the use or operation of, a material part of the Property of such Person,

and **"Contested in Good Faith"** has a similar meaning.

"Contingent Obligation" means, with respect to any Person, any obligation, whether secured or unsecured, of such Person guaranteeing or indemnifying, or in effect guaranteeing or indemnifying, any indebtedness, leases, dividends, letters of credit or other monetary obligations (the "primary obligations") of any other Person (the **"primary obligor"**) in any manner, whether directly or indirectly, including any obligation of such Person as an account party in respect of a letter of credit or letter of guarantee issued to assure payment by the primary obligor of any such primary obligation and any obligations of such Person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (b) to advance or supply funds for the purchase or payment of any such primary obligation or to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the obligee under any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or (d) otherwise to assure or hold harmless the obligee under such primary obligation against loss in respect of such primary obligation; provided, however, that the term Contingent Obligation does not include endorsements of instruments for deposit or collection in the ordinary course of business.

"Contracts" means agreements, franchises, leases, licenses, privileges and other rights acquired from Persons.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **"Controlled"** has a corresponding meaning.

"Credit Parties" means, collectively, the Borrower, the Limited Recourse Guarantor, the Personal Guarantor, and each Subsidiary of the Borrower required to become a guarantor in accordance with the terms of this Agreement from time to time, and **"Credit Party"** means any one of them.

"Credit Facility" means the non-revolving term credit facility more particularly described in Section 2.1.

"Credit Documents" means (a) this Agreement, (b) the Security, (c) all present and future agreements, guarantees, documents, certificates and instruments delivered by any Credit Party to the Lender pursuant to or in respect of this Agreement or the Security, in each case as the

same may from time to time be amended, restated, supplemented and otherwise modified, and "**Credit Document**" means any one of the Credit Documents.

"**Debt Service Coverage Ratio**" means for any period, EBITDA less maintenance capital expenditures, divided by the total of all Funded Debt.

"**Default**" means any event or condition, the occurrence of which would, with the lapse of time or giving of notice, or both, become an Event of Default.

"**Demand Notice**" means a written notice delivered by the Lender to the Borrower pursuant to Section 9.2 declaring the outstanding Obligations to be due and payable.

"**Disposition**" means, with respect to a Person, any sale, assignment, transfer, conveyance, lease, licence or other disposition of any nature or kind whatsoever of any property, asset or of any right, title or interest in or to any property or asset, and the verb "**Dispose**" has a corresponding meaning.

"**Distribution**" means, with respect to any Person, any cash payment or distribution of property by such Person (a) of any dividends on any of its Equity Interests, (b) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any of its Equity Interests or any warrants, options or rights to acquire any such Equity Interests, or the making by such Person of any other distribution in respect of any of its Equity Interests or (c) of any principal of or interest or premium on any Indebtedness of such Person to a holder of Equity Interests of such Person or to an Affiliate of a holder of Equity Interests of such Person where such Indebtedness is primarily held by holders of Equity Interests of such Person excluding Indebtedness issued on an arm's length basis and on a widely held basis.

"**EBITDA**" means, with respect to the Borrower, earnings before interest, taxes, depreciation, depletion expenses and amortization, but does not include such non-cash items as stock based compensation, loss/gain on disposal of assets and/or any one time/non-recurring item.

"**Encumbrance**" means, with respect to any Person or any property, any mortgage, debenture, pledge, hypothec, lien, charge, lease, sublease, easement, preference, priority, assignment by way of security, hypothecation or security interest granted or permitted by such Person or arising by operation of law, in respect of any of such Person's property or assets, or any consignment by way of security or Capital Lease Obligations of such Person as consignee or lessee, as the case may be, or any other security agreement, trust or arrangement having the effect of security for the payment of any debt, liability or other obligation, including title reservations, limitations, provisos or conditions, and "**Encumbrances**" and "**Encumbered**" have corresponding meanings.

"**Environmental Laws**" means any Applicable Law relating to the natural environment including those pertaining to:

- (a) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of any Hazardous Substance, and
- (b) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to human and occupational health and safety.

"Equity Interests" means, with respect to any Person, shares/units of capital stock of (or other ownership or profit interests in) such Person, warrants, options or other rights for the purchase or other acquisition from such Person of shares/units of capital stock of (or other ownership or profit interests in) such Person, securities convertible into or exchangeable for shares/units of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or other acquisition from such Person of such shares/units (or such other interests), and other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or non-voting, and whether or not such shares, units, warrants, options, rights or other interests are authorized on any date of determination.

"Event of Default" has the meaning ascribed thereto in Section 9.1.

"Financial Assistance" means, without duplication and with respect to any Person, all loans granted by that Person and guarantees or Contingent Obligations incurred by that Person, in each case, for the purpose of or having the effect of providing financial assistance to another Person or Persons, including letters of guarantee, letters of credit, legally binding comfort letters or indemnities issued in connection therewith, endorsements of bills of exchange (other than for collection or deposit in the ordinary course of business), obligations to purchase assets regardless of the delivery or non-delivery thereof and obligations to make advances or otherwise provide financial assistance to any other Person.

"Finance Leases" has the meaning ascribed to such term, and, for certainty, includes "lease liabilities" as it relates to a lessee, in the International Financial Reporting Standard 16, as same may be amended from time to time.

"Financial Statements" means the financial statements of the Borrower as at a specified date and for the period then ended and shall include a balance sheet, statement of income and retained earnings, statement of cash flows and application of funds, together with comparative figures in each case (where a comparative period on an earlier statement exists), all prepared, maintained and stated on a consolidated basis, in accordance with GAAP applied consistently.

"Fiscal Quarter" means the three month period commencing on the first day of each Fiscal Year and each successive three (3) month period thereafter during such Fiscal Year.

"Fiscal Year" means the fiscal year of a Person, which, in the case of the Borrower, currently ends on April 30 in each year.

"Funded Debt" means with respect to any Person:

- (a) money borrowed (including, without limitation, by way of overdraft) or Indebtedness represented by notes payable and drafts accepted representing extensions of credit;
- (b) bankers' acceptances and similar instruments;
- (c) letters of credit, letters of guarantee and surety bonds issued at the request of such Person;
- (d) all obligations (whether or not with respect to the borrowing of money) that are evidenced by bonds, debentures, notes or other similar instruments, excluding any such instruments that are at the sole option of the Borrower, convertible into capital of the Borrower but including without limitation, any indebtedness or liabilities of such Person that may be satisfied by the delivery of shares of such Person to the holder thereof or to another

Person on behalf of the holder, or that are not so evidenced but that would be considered by GAAP to be indebtedness for borrowed money;

- (e) all obligations as lessee under sale and lease-back, transactions and Finance Leases;
- (f) all purchase money obligations of such Person; and
- (g) any guarantee or indemnity (other than by endorsement of negotiable instruments for collection or deposit in the ordinary course of business) in any manner of any part or all of an Obligation included in items (i) through (vii) above,

and, for certainty, shall include the Credit Facility.

"**GAAP**" means those accounting principles that are from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute (including the International Financial Reporting Standards and its interpretations adopted by the International Accounting Standards Board).

"**GST**" means the goods and service tax under the *Excise Tax Act* (Canada).

"**Governmental Authority**" means the government of Canada or any other nation, or of any political subdivision thereof, whether state, provincial, territorial or local, and any agency, tribunal, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including a Minister of the Crown, the Superintendent of Financial Institutions or other comparable authority or agency. "**Governmental Authorization**" means an authorization, consent, approval, waiver, order, decree, Permit, filing, qualification or declaration of or with any Governmental Authority or an obligation under Applicable Laws to give notice to any Governmental Authority.

"**Guarantee**" means any guarantee, undertaking to assume, endorsement (other than the routine endorsement of cheques in the ordinary course of business), contingent agreement to purchase, repurchase or to provide funds for the payment of any obligation of any other Person or any other agreement, instrument or document under which a Person otherwise directly or indirectly becomes liable: (i) in respect of any obligation of any other Person, (ii) to maintain the solvency or any balance sheet or other financial condition of any other Persons (including keep-well covenants), or (iii) to make payment, regardless of the non-delivery or non-furnishing thereof, for any products, materials or supplies, or for any transportation or services, in any case, if the purpose or intent of such agreement is to provide assurance that such obligations will be paid or performed, or that agreements relating thereto will be complied with, or that the holder of such obligations will be protected against non-payment or non-performance in respect thereof; provided that the amount of each Guarantee shall be deemed to be the amount of the obligation guaranteed thereby unless the Guarantee is limited to a determinable amount, in which case the amount of such Guarantee shall be deemed to be the lesser of such determinable amount and the amount of such obligation.

"**Hazardous Substance**" means any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws, including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives

and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Laws.

"Impermissible Qualification" means relative to the Financial Statements (including notes thereto) of any Person or report or opinion of any independent auditor in respect thereof, any qualification or exemption to such Financial Statements (or notes thereto) or report or opinion thereon which is of a "going concern" or similar nature.

"Indebtedness" of any Person means (without duplication):

- (a) any obligation of such Person for money borrowed or raised and any interest thereon, or any financial accommodation (including the amount of any money raised from the sale or securitization of any receipts or receivables) (including, for greater certainty, the full principal amount of convertible debt, notwithstanding its presentation under GAAP),
- (b) any obligation of such Person issued or assumed as the deferred purchase price of property or any obligation under conditional sale or other title retention agreements relating to property acquired by such Person,
- (c) any Capital Lease Obligation of such Person,
- (d) any reimbursement obligation or other obligation in connection with a bankers' acceptance or any similar instrument, or letter of credit or letter of guarantee issued by or for the account of such Person,
- (e) the aggregate amount at which any securities of such Person that are redeemable or retractable at the option of the holder of such shares (except where the holder is such Person) may be redeemed or retracted prior to the Maturity Date for cash or obligations constituting Indebtedness or any combination thereof,
- (f) any Contingent Obligations, and
- (g) any other obligation arising under arrangements or agreements that, in substance, provide financing to such Person and which, in accordance with GAAP, would be classified upon a balance sheet as a liability (absolute or contingent) of such Person including an obligation to accept or deliver goods or services designed to provide credit support or a take or pay arrangement.

The obligations referred to in clauses (a) and (g) above exclude (I) trade accounts payable, (II) accrued liabilities arising in the ordinary course of business which are not overdue or which are being contested in good faith and for which appropriate reserves are maintained in accordance with GAAP, (III) deferred income taxes or general contingencies, or (IV) deposits made by tenants pursuant to the terms of their related Leases, all of which will be deemed not to be Indebtedness for the purposes of this definition. In calculating the amount of any Indebtedness under (A) any securitization of any receipts or receivables, the amount shall be the discounted amount of proceeds paid in exchange for the receipts or receivables and (B) any Capital Lease Obligations, the amount shall be the aggregate portion of all rent in the nature of principal.

"Interest Payment Date" means the last Business Day of each calendar month.

"Investment" means any direct or indirect (i) acquisition of any Equity Interests, partnership interests, participation interests in any arrangement, options or warrants, or any Indebtedness of a Person, whether or not evidenced by any bond, debenture or other written evidence, (ii) investment (including, without limitation, by way of loan) made or held by a Person, directly or indirectly, in another Person (whether such investment was made by the first-mentioned Person

in such other Person or acquired from a third party), (iii) acquisition, by purchase or otherwise, of all or substantially all of the business, assets or stock or other evidence of beneficial ownership of a Person, or (iv) acquisition by purchase or otherwise of any real property and related personal property of a Person. Any binding commitment to make an Investment in any Person or property and assets, as well as any option of another Person to require an Investment in such Person or property and assets, shall constitute an Investment. The amount of any Investment will be the original cost of such Investment, plus the cost of all additions thereto and minus the amount of any portion of such Investment repaid to such Person in cash as a return of capital, but without any other adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment. In determining the amount of any Investment involving a transfer of any property other than cash, such property will be valued at its fair market value at the time of such transfer.

"Leases" means any lease, sublease, agreement to lease, binding offer to lease, licence or grant of rights of occupation (other than an easement, servitude or a right in the nature of an easement or servitude) granted, from time to time, by any Person, in each case as amended, restated, supplemented and otherwise modified from time to time.

"Lender" means Private Debt Partners Senior Opportunities Fund GP Inc., d.b.a. Private Debt Partners and its successors and permitted assigns.

"Lender's Counsel" means Miller Thomson LLP, or such other firm or counsel retained by the Lender from time to time.

"Limited Recourse Guarantor" means 2087212 Alberta Ltd.

"Material" means (except when used as part of another term defined in a Credit Document), with reference to the matter described as "Material", that it would reasonably be considered to be a material factor by a prudent lender in its assessment of credit extended or to be extended to a borrower, and **"Materially"** has a corresponding meaning.

"Material Adverse Change" means any event or occurrence which, when considered individually or together with other events or occurrences, in the reasonable opinion of the Lender, could reasonably be expected to materially disrupt or adversely affect (i) the business, assets, liabilities, operations, results of operations or condition (financial or other) of any Credit Party, (ii) the ability of any Credit Party to perform their Obligations in all material respects, (iii) the state of financial banking or capital markets in Canada, or (v) the ability of the Lender to enforce its rights and remedies under any of the Credit Documents.

"Material Contracts" means (i) all Leases of the Borrower, (ii) all Material Permits, and (ii) those other contracts or agreements, including without limitation such agreements set out in Schedule C hereto, to which the Borrower is a party or by which it is bound or may hereafter become a party or be bound which are Material, in each case as amended, restated, supplemented and otherwise modified from time to time in accordance with the terms of this Agreement and the other Credit Documents.

"Maturity Date" means the date which is 36 months from the Closing Date.

"Obligations" means, at any time all direct and indirect, contingent and absolute obligations and liabilities of the Credit Parties to the Lender under or in connection with this Agreement and the Security (specifically including for greater certainty all Guarantees provided hereunder) at such

time and specifically including the Outstanding Advance, all accrued and unpaid interest thereon, all indemnity obligations arising hereunder, all fees payable in connection with prepayments and all other fees (including the Prepayment Premium and Exit Premium, if applicable), expenses and other amounts payable pursuant to this Agreement and the Security (specifically including fees relating to the Credit Facility as may be agreed in writing from time to time between the Borrower and the Lender); except that if otherwise specified or required by the context, "Obligations" shall mean any portion of the foregoing.

"OL-PDP Priority Agreement" means the priority agreement dated January 11, 2022, among the Lender, the Operating Lender and the Borrower pursuant to which the Lender shall have first priority to the Secured Property, other than in respect of accounts receivable and inventory which the Lender agrees to subordinate and postpone to and in favour of the Operating Lender, as amended, supplemented, restated or replaced from time to time.

"Operating Lender" means The Toronto-Dominion Bank as lender under the Operating Lender Credit Agreement, and its successors and permitted assigns.

"Operating Lender Credit Agreement" means the Credit Agreement made among, *inter alios*, the Operating Lender and the Borrower, providing for, *inter alia*, the following credit facilities:

Facility	Description	Amount
1.	Operating Facility	\$ 1,250,000.00

"Operating Lender Debt Documents" means the Operating Lender Credit Agreement, and all security and other documents delivered pursuant thereto, as may be amended, supplemented, restated, replaced or otherwise modified from time to time in accordance with the provisions hereof and the OL-PDP Priority Agreement.

"Operating Lender Obligations" means Indebtedness owing by the Borrower to the Operating Lender pursuant to the Operating Lender Debt Documents.

"Organizational Documents" means, with respect to any Person, such Person's articles, memorandum or other charter documents, partnership agreement, limited partnership agreement, joint venture agreement, declaration of trust, trust agreement, bylaws, unanimous shareholder agreement, or any and all other similar agreements, documents and instruments pursuant to which such Person is constituted, organized or governed.

"Outstanding Advance" means, at any time, the aggregate of all obligations of the Borrower to the Lender in respect of the Advance made under the Credit Facility which have not been repaid or satisfied at such time.

"Pension Laws" means the *Employment Pension Plans Act* (Alberta), the *Employment Pension Plans Regulations* (Alberta), the *Income Tax Act* (Canada), the *Income Tax Regulations* (Canada) and all other applicable provincial or federal pension standards legislation and regulations thereunder.

"Pension Plan" means each pension plan required to be registered under Pension Laws which is maintained or contributed to by, or to which there is or may be an obligation to contribute by, any Credit Party in respect of any Person's employment in Canada with such Credit Party but does not include (a) the Canada Pension Plan or the Quebec Pension Plan as maintained by the

Government of Canada or the Province of Quebec, respectively; or (b) plans to which any Loan Party contributes which are not maintained or administered by the Credit Party or any of its Affiliates.

"Permits" means franchises, licences, qualifications, authorizations, consents, certificates, registrations, exemptions, waivers, filings, grants, notifications, privileges, rights, orders, judgments, rulings, directives, permits and other approvals, obtained from or required by a Governmental Authority.

"Permitted Encumbrances" means, with respect to the Secured Property, the following:

- (a) any subsisting restrictions, exceptions, reservations, limitations, provisos and conditions (including, without limitation, royalties, reservation of mines, mineral rights and similar rights) expressed in any original grants from the Crown and any statutory limitations, exceptions, reservations and qualifications to title;
- (b) privileges, charges or liens for Taxes and/or utilities (including levies or imposts for sewers and other municipal utility services), not yet due or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity or amount of which is being contested at the time by appropriate proceedings in good faith and for which the applicable Credit Party has made adequate provision for payment of the contested amount and provided such evidence of the provision as may be requested by the Lender;
- (c) unregistered, undetermined or inchoate builders' or mechanics' liens or legal hypothecs, pursuant to the Builders' Lien Act, a claim for which shall not at the time have been registered against the Secured Property and of which notice in writing shall not at the time have been given to any Credit Party pursuant to the Builders' Lien Act;
- (d) permits, reservations, covenants, servitudes, watercourses, rights of water, rights of access or user licences, easements, rights-of-way and rights in the nature of easements (including, without in any way limiting the generality of the foregoing, licences, easements, rights-of-way and rights in the nature of easements for railways, sidewalks, public ways, sewers, drains, gas and oil pipelines, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables), zoning, land use and building restrictions, bylaws, regulations and ordinances of any Governmental Authority or utility company in connection with the development, servicing, use or operation of the Secured Property, so long as same do not Materially adversely affect the value or use of the Secured Property for its current use and so long as same have been complied with by each Credit Party in all Material respects;
- (e) permits, reservations, restrictions, covenants, servitudes, rights of access or user licences, easements, rights-of-way and rights in the nature of easements and other similar rights and agreements in favour of any Person which do not Materially and adversely affect the value or the use of the Secured Property for its intended use, so long as same have been complied with by each Credit Party in all Material respects;
- (f) development agreements, subdivision agreements, site plan control agreements, servicing agreements and other similar agreements with any Governmental Authority or utility company in respect of the Secured Property affecting the development, servicing, use or operation of the Secured Property so long as same do not Materially adversely affect the value or use of the Secured Property for its intended use and so long as same have either (i) been complied with by each applicable Credit Party in all Material respects; or (ii) security satisfactory to the Lender, acting reasonably, shall have been provided to the applicable Governmental Authority or utility company in order to guarantee the performance of any remaining obligations thereunder;

- (g) cost sharing, servicing, reciprocal or other similar agreements in respect of the Secured Property which are necessary or of advantage to the use and/or operation of the Secured Property, so long as same do not Materially adversely affect the value or use of the Secured Property for its intended use and so long as same have either (i) been complied with by each applicable Credit Party in all Material respects; or (ii) security satisfactory to the Lender, acting reasonably, shall have been provided to the applicable Governmental Authority or utility company in order to guarantee the performance of any remaining obligations thereunder;
- (h) municipal zoning, land use and building restrictions, bylaws, regulations and ordinances of any federal, provincial, municipal or other Governmental Authority, including municipal bylaws and regulations, airport zoning regulations, restrictive covenants, building schemes and other land use limitations, public or private, bylaws and regulations and other restrictions as to the use of the Secured Property, so long as same do not Materially adversely affect the value or use of the Secured Property for its intended use and so long as same have been complied with by each Credit Party in all Material respects;
- (i) security interests granted in connection with the leasing or financing of personal property (including renewals of existing leases of personal property) in the ordinary course of business to secure the unpaid purchase price or lease cost of such personal property, provided that (i) the equipment leased is readily replaceable without Material interference or interruption to the operation of the Secured Property taken as a whole, (ii) such lease is secured only by the equipment leased therein and any proceeds thereof, and (iii) such leases are limited to those set out in Schedule E hereto, or otherwise agreed to by the Lender in writing;
- (j) any right reserved to or vested in any public authority by any statutory provision or by the terms of the lease, licence, franchise, grant or permit acquired by that Person to terminate any such lease, licence, franchise, grant or permit or to require annual or other periodic payments as a condition to the continuance thereof, if the exercise of the right to terminate or of the right to require payments would not Materially adversely affect the value of the Secured Property;
- (k) unregistered liens, charges, claims, security interests or other encumbrances of any nature claimed or held by Her Majesty the Queen in Right of Canada, her agency or authority, any Province, any municipality or any political subdivision thereof, under or pursuant to any applicable legislation, statute or regulation;
- (l) all rights of expropriation, access or use or other similar right conferred by or reserved by any federal, provincial or municipal authority or agency;
- (m) any covenants limiting claims against the Crown or restricting or prohibiting access to or from lands abutting on controlled access highways;
- (n) encroachments, title defects or irregularities which are of a minor nature and will not in the aggregate Materially impair the value of the Secured Property or the use of the Secured Property for the purpose for which it is held by the Credit Parties, as applicable;
- (o) any Encumbrance resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, unemployment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current builders', mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course;

- (p) any Encumbrance created by a judgment of a court of competent jurisdiction, as long as the judgment is being contested diligently and in good faith by appropriate proceedings or is being satisfied by that Person and has not caused a Default and that Person has made adequate provision for payment of the contested amount and provided such evidence thereof as the Lender may require, acting reasonably;
- (q) the deposit or pledge of cash or securities in connection with any Encumbrance referred to in this definition;
- (r) registration filings in respect of any operating lease entered into in the ordinary course of business;
- (s) Leases entered into in accordance with the provisions of this Agreement and notices of same;
- (t) any Encumbrance that secures those purchase money security interests that constitute Permitted Indebtedness, provided that Encumbrances securing purchase money security interests are limited to those set out in Schedule E hereto, or otherwise agreed to by the Lender in writing;
- (u) the Security;
- (v) Encumbrances in respect of the Operating Lender Debt Documents, provided such Operating Lender Debt Documents are subject to the terms and conditions of the OL-PDP Priority Agreement;
- (w) such other Encumbrances as are agreed to in writing by the Lender; and
- (x) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Encumbrance referred to in the preceding subparagraphs (a) to (w) inclusive of this definition, so long as any such extension, renewal or replacement of such Encumbrance is limited to all or any part of the same property that secured the Encumbrance extended, renewed or replaced (plus improvements on such property) and the indebtedness or obligation secured thereby is not increased.

"Permitted Indebtedness" means the following:

- (a) the Obligations;
- (b) Indebtedness incurred in respect of purchase money security interests, provided that such purchase money security interest Indebtedness is limited to the indebtedness associated with the purchase money security interests set out in Schedule E hereto, or otherwise agreed to by the Lender in writing;
- (c) Indebtedness which is secured by a Permitted Encumbrance (including the Operating Lender Obligations) provided such Indebtedness does not exceed the maximum amount permitted, if any, of the applicable Permitted Encumbrance; and
- (d) other indebtedness expressly permitted under the Credit Documents or to which the Lender has consented in writing.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

"Personal Guarantor" means Andrew Davidson.

"Property" means, with respect to any Person, all or any portion of that Person's undertaking and property, both real and personal.

"Release" means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leaching, migration, dispersal, dispensing or disposal.

"Relevant Jurisdiction" means, from time to time, with respect to a Person that is granting Security hereunder, any province or territory of Canada in which such Person has its chief executive office or chief place of business or routinely has Material collateral and, for greater certainty, includes the provinces set out in Schedule A.

"Requirement of Law" means, with respect to any Person, the Organizational Documents of such Person and any Applicable Law or any determination of a Governmental Authority, in each case applicable to or binding upon such Person or any of its business or property or to which such Person or any of its business or property is subject.

"Responsible Officer" means the chief executive officer, president, any executive vice-president, the chief financial officer, any vice-president, treasurer or other officer of the Borrower.

"Sanctioned Person" means, at any time, any Person listed in any Sanctions-related list of designated Persons maintained by any Sanctions Authority.

"Sanctions" means, solely in respect of the business activities of the Credit Parties, economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by a Sanctions Authority that are applicable to the Borrower or its Subsidiaries.

"Sanctions Authority" means any of: (i) the Canadian government; (ii) the United States government; (iii) the United Nations Security Council; (iv) the European Union; (v) the United Kingdom; or (vi) the respective governmental institutions, departments and agencies of any of the foregoing, and **"Sanctions Authorities"** means all of the foregoing, collectively.

"Secured Property" means all the present and after-acquired real and personal property of the Borrower, as security for the Obligations.

"Security" means the documents creating an Encumbrance in favour of, or any collateral held from time to time by, the Lender, in each case securing or intended to secure repayment of the Obligations, including all security and agreements described in Section 4.5.

"Subordinated Debt" means any Indebtedness of any Credit Party to any Person, in respect of which the holder thereof has entered into a Subordination Agreement.

"Subordination Agreement" means an agreement, in form and substance satisfactory to the Lender, between the Lender and any other lender to whom any Credit Party owes any Indebtedness which agreement provides for the subordination of such Indebtedness to the Obligations and, in particular, pursuant to which such other lender has subrogated, subordinated, postponed the Subordinated Debt and the Subordinated Debt documents to the Obligations and the Credit Documents, and which agreement shall provide (among other things) that subrogation, subordination and postponement agreement in favour of the Lender, in form and substance

satisfactory to it and registered in all places where necessary or desirable to protect the priority of the Security, which shall provide (among other things) that:

- (a) the holder of such Indebtedness may not receive payments on account of principal or interest thereon (except to the extent expressly permitted by the Lender therein);
- (b) any security held in respect of such Indebtedness is subordinated to the Security; and
- (c) the holder of such Indebtedness may not take any enforcement action in respect of any such security without the prior written consent of the Lender (except to the extent, if any, expressly permitted therein).

"Subsidiary" of a Person means any Person Controlled by the first Person or by any Subsidiary of the first Person.

"Tax" and **"Taxes"** means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto, and including any real property taxes, duties, rates, imposts, levies, assessments and other similar charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen including municipal taxes, school taxes and local improvement charges and all related interest, penalties and fines which at any time may be levied, assessed, imposed or form an Encumbrance upon real property.

"Total Senior Debt" means (i) the Indebtedness under this Agreement, (ii) the Operating Lender Obligations, and (iii) in respect of the Borrower as of the day of calculation, all outstanding non-postponed Indebtedness (but only excluding such Subordinated Debt if it is postponed on terms and in a manner acceptable to the Lender), including, without limitation, any operating debt, short term debt, senior long term debt, and all financial contingent obligations (including without limitation, financial guarantees, capitalized interest, and obligations pursuant to any Finance Leases).

"Underwriting Fee" means the underwriting fee in the amount of \$152,700.00 payable by the Borrower to the Lender in full on or before the Closing Date.

1.2 Knowledge

Where any representation, warranty or other provision of this Agreement is qualified by reference to the knowledge of the Borrower, after reasonable inquiry, it shall be deemed to refer to the actual knowledge of the senior management of the Borrower after having made such inquiries of those Responsible Officers, and, if as a result of the actual knowledge of such Responsible Officers after having made such inquiries, there is an issue or matter known that would reasonably require advice from professional advisors, the professional advisors of the Borrower are likely to have knowledge of the relevant subject matter.

1.3 Schedules

Schedule A	-	Form of Compliance Certificate
Schedule B	-	Disclosure Schedule
Schedule C	-	Material Contracts
Schedule D	-	Amortization and Payment Schedule

Schedule E - Current Equipment Leases

ARTICLE 2 CREDIT FACILITY

2.1 Amount and Availment Options

Upon and subject to the terms and conditions of this Agreement, the Lender agrees to provide a non-revolving credit facility of up to Nine Million One Hundred Thirty Five Thousand (\$9,135,000.00) Dollars (the "**Credit Facility**") under which the Borrower may borrow by way of a single Advance to be drawn on the Closing Date. The Lender shall have the right, in its sole discretion, to terminate and cancel any portion of the Credit Facility not drawn down on in accordance with this Section 2.1.

2.2 Use of the Advance

The Borrower acknowledges and agrees that the Advance under the Credit Facility will be used directly by the Borrower solely for the purposes of (i) buying out existing shareholders of the Borrower, (ii) refinancing certain credit facilities with the Operating Lender, (iii) paying off current accounts payable of the Borrower, and thereafter for (iv) general working capital purposes of the Borrower, all in accordance with the below noted sources and uses table:

Sources	\$	k	%	Uses	\$	k	%
PDP Term Loan	9,135	3.39	88.4%	Repay TD Term Loan	6,449	2.39	62.4%
Equity	1,200	0.45	11.6%	Pay Down LoC	1,308	0.49	12.7%
		0.00	0.0%	Repay TD Demand Loan	1,504	0.56	14.6%
		0.00	0.0%	Transaction Costs	150	0.06	1.5%
		0.00	0.0%	Barcoding System	35	0.01	0.3%
		0.00		Working Capital	889	0.33	8.6%
Total Sources	10,335	3.83		Total Uses	10,335	3.50	

Adj. EBITDA 2.69%

ARTICLE 3 TERM, PREPAYMENT AND REPAYMENT

3.1 Repayment

Subject to the Lender's right to demand accelerated payment upon an Event of Default, the Advance under the Credit Facility shall be repaid by the Borrower as follows:

- (a) for the first nine (9) months following the Closing Date (the "**Interest-Only Period**"), interest-only payments at the Interest Rate (as defined in Section 4.1 below) calculated and payable monthly in arrears on each Interest Payment Date; and
- (b) following the Interest-Only Period until the Maturity Date, equal monthly blended payments of principal and interest, based on a seven (7) year amortization, payable monthly in arrears on each Interest Payment Date, with the outstanding Obligations due and payable in full by the Borrower on the Maturity Date,

all in accordance with the amortization and payment schedule set forth in Schedule D hereto.

3.2 Mandatory Prepayments

All net proceeds from:

- (a) the sale or issuance of equity or debt by the Borrower;
- (b) any sale or Disposition of assets (other than those sold in the ordinary course of business), except where such proceeds are reinvested (or contracts and/or obligations are in place to complete reinvestment) in similar assets within 180 days after the date of making any such sale or disposition; or
- (c) insurance claims (excluding claims from business interruption insurance); except where such proceeds are reinvested by the Borrower in replacement of the affected Property, or investment in similar assets within 180 days after the receipt of such proceeds,

shall be used to repay the outstanding Obligations.

3.3 Prepayment Premium

The Borrower may prepay any portion of the Outstanding Advance after twenty-four (24) months following the Closing Date on at least thirty (30) days prior written notice to the Lender; provided that, if any portion of the Outstanding Advance is prepaid in accordance with the foregoing, or the Obligations are otherwise accelerated, repaid or terminated prior to the Maturity Date, the Borrower shall pay to the Lender all accrued interest, plus a premium in an amount equal to four (4) months of interest, calculated at the Interest Rate on the Outstanding Advance (the "**Prepayment Premium**"). Any prepayments made by the Borrower shall be applied to the principal amount of the Obligations in inverse order of maturity.

3.4 Exit Premium

In the event the Borrower prepays any portion of the Outstanding Advance in accordance with Section 3.3 above, to refinance the Credit Facility prior to the Maturity Date, in addition to the Prepayment Premium, the Borrower shall pay to the Lender a fee equal to 0.5% of the Outstanding Advance on payout (the "**Exit Premium**").

3.5 Prepayment Upon Acceleration

The occurrence of an Event of Default and the acceleration of the Obligations prior to the Maturity Date will be deemed to be a prepayment, and the Borrower will pay to the Lender in addition to the outstanding amount of the Obligations, the Prepayment Premium payable pursuant to Section 3.3, and the Exit Premium payable pursuant to Section 3.4, in respect of such prepayment. The Borrower acknowledges that the payment of the Prepayment Premium upon the occurrence of an Event of Default and acceleration of the Obligations is not a penalty but is rather liquidated damages intended to ensure that the Lender receives its minimum return.

ARTICLE 4
INTEREST RATES, FEES AND SECURITY

4.1 Interest Rates

Subject to Section 9.2 and to the extent permitted by Applicable Law, the principal amount of the Obligations shall bear and accrue daily interest, both before and after maturity, default and judgment on any unpaid amount thereof until all of the Obligations have been satisfied in full at a rate of 10.45% per annum (the "**Interest Rate**") calculated and payable in accordance with Section 3.1 above.

4.2 Application Fee

The Lender acknowledges receipt of the Application Fee from the Borrower. The Borrower acknowledges and agrees that such Application Fee is fully earned on the date of payment of same and once paid, is non-refundable.

4.3 Underwriting Fee

The Borrower shall pay to the Lender the Underwriting Fee on the Closing Date as a condition to, and to be deducted from, the Advance of the Credit Facility. The Underwriting Fee, or any portion thereof, is fully earned on the date of payment of same and once paid, is non-refundable.

4.4 Renewal

In the event the Borrower has not secured refinancing of the Credit Facility as of the Maturity Date, the Credit Facility may be renewed for an additional twelve (12) months, upon written request by the Borrower at least thirty (30) days prior to the Maturity Date, subject to approval by the Lender in its sole and absolute discretion (the "**Renewal**"). If the Lender has approved the Renewal, the Interest Rate shall be fixed at 15% per annum for the term of the Renewal, calculated and payable monthly in arrears on each Interest Payment Date. The Borrower shall pay to the Lender a renewal fee equal to 2% of the Outstanding Advance in respect of such Renewal.

4.5 Security

As general and continuing security for the payment and performance of the Obligations, the security described below will be granted to the Lender, in each case in a form acceptable to the Lender:

- (a) a limited guarantee from the Personal Guarantor in respect of 15% of the outstanding Obligations of the Borrower owing to the Lender, to be released after 18 months following the Closing Date, provided there has been no Event of Default;
- (b) a general security agreement granted by the Borrower in favour of the Lender over all of its present and after-acquired personal and real property;
- (c) a limited recourse guarantee and pledge of Equity Interests from the Limited Recourse Guarantor in respect of all of their outstanding shares in the Borrower, with corresponding stock transfer power of attorney in respect of such pledged shares;

- (d) an assignment of insurance issued by the Borrower in favour of the Lender, together with a corresponding certificate of insurance or binder noting the Lender as additional insured and loss payee, subject to a standard mortgage clause;
- (e) postponement, subordination, and assignment of creditors' claims agreements in respect of all shareholder and related party loans with respect to the Borrower, if and as required by the Lender;
- (f) postponement and subordination agreement in respect of certain vendor-take back notes;
- (g) the OL-PDP Priority Agreement; and
- (h) such other assignments, mortgages, charges, pledges, guarantees, security agreements, debentures and other agreements, consents and acknowledgments from time to time from or granted by the Credit Parties and the Subsidiaries in favour of the Lender, as the Lender may reasonably require.

The Lender shall, at the Borrower's expense, register, file or record the Security in all offices where such registration, filing or recording is necessary or of advantage to the creation, perfection and preserving of the Encumbrances created by the Security.

4.6 Guarantees and Security of Subsidiaries

Within 30 days of the Borrower creating, acquiring or suffering to exist any Subsidiary, the Borrower shall cause to be executed and delivered to the Lender by each such Subsidiary an unlimited guarantee, together with such other documents, certificates and opinions from such Subsidiary and each Credit Party as are consistent with the Security described in Section 4.5 and as the Lender may reasonably request.

4.7 Continuing Guarantees and Security

The Security shall for all purposes be treated as separate and continuing guarantees and security and shall be deemed to have been given in addition to and not in place of any other guarantee or any security now held or hereafter acquired by the Lender. No item or part of any Security shall be merged or be deemed to have been merged in or by any simple contract, debt or any judgment, and any realization of or steps taken or pursuant to any Security shall be independent of and not create a merger with any other right available to the Lender under this Agreement, any Security, or any other Credit Document held by the Lender or at law or in equity.

4.8 Dealing with Guarantees

The Lender may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Credit Parties (or any of them) and other Persons (including other guarantors), sureties or securities as the Lender may in its sole discretion see fit, and the Lender may, subject to the provisions hereof, apply all moneys received from a Credit Party and other Persons, or from sureties or securities, to such part of the Obligations as the Lender may think best, all without prejudice to or in any way limiting the liability of any Credit Party under any of the Credit Documents.

4.9 Effectiveness

The Security contemplated or required to be created hereby shall be effective upon execution and delivery thereof, and the agreements and undertakings as to the Security herein or in any document hereunder shall be continuing, whether the monies hereby or thereby secured or any part thereof shall be advanced before or after or at the same time as the creation of any such Security, or before or after or upon the date of execution of this Agreement or any amendments to or restatements of this Agreement, and shall not be affected by any Obligations fluctuating from time to time.

4.10 Registrations and Renewals

The Borrower shall, and shall cause each other Credit Party, at its sole cost and expense, to do all such commercially reasonable acts, execute all such instruments and provide such further assurances as the Lender may reasonably request to ensure that the priority of the Encumbrances created by all of the Security executed and delivered to the Lender as contemplated hereby is duly preserved, protected and perfected by registration, filing or recordation of such Security or a caution, caveat, security notice or other appropriate instrument at all offices where necessary or of material advantage to the preservation, protection or perfection thereof including in the Relevant Jurisdictions; and to so cooperate with the Lender and their counsel in renewing or refiling any registration, filing or recordation required hereby in order to preserve, protect and maintain the priority of such Encumbrances, from time to time.

4.11 Permitted Encumbrances

None of the fact that:

- (a) any Credit Party is permitted to create or suffer to exist any Permitted Encumbrance;
- (b) any representation, warranty or covenant contained herein may make an exception for the existence of Permitted Encumbrances; or
- (c) the Encumbrances created pursuant to the Credit Documents are stated to be subject to, or are not required to rank in priority to, Permitted Encumbrances,

shall in any manner, nor in any cause or proceeding, directly or indirectly, be taken to constitute a subordination of any Encumbrance created pursuant to the Credit Documents to any Permitted Encumbrance or to any other Encumbrance or other obligation whatsoever, or that the Obligations under the Credit Documents are in any way subordinate or junior in right of payment to any indebtedness, liability or obligations secured by any Permitted Encumbrance. It is the intention of the parties that: (i) all Encumbrances created pursuant to the Credit Documents shall at all times rank as a first priority security interests, subject to the terms and priorities set out in the OL-PDP Priority Agreement, and (ii) that the Obligations under the Credit Documents will rank in right of payment at all times in priority to all indebtedness, liabilities and obligations with Permitted Encumbrances (except the Operating Lender Obligations and other Permitted Encumbrances (without regard to this Agreement) that rank in priority to the Encumbrances created pursuant to the Credit Documents as a result of Applicable Law).

ARTICLE 5
DISBURSEMENT CONDITIONS

5.1 Conditions Precedent to Effectiveness of Agreement

The effectiveness of this Agreement is subject to and conditional upon the prior satisfaction of the following conditions precedent:

- (a) the representations and warranties set forth herein and each other Credit Document shall be true and correct in all Material respects;
- (b) no Default or Event of Default shall have occurred and be continuing on the Closing Date;
- (c) the Lender shall have having received the following deliverables each in full force and effect, and in form and substance satisfactory to the Lender, acting reasonably:
 - (i) this Agreement, duly executed and delivered by each of the Credit Parties;
 - (ii) duly executed OL-PDP Priority Agreement;
 - (iii) certified copies of the Organizational Documents or applicable extracts thereof of each corporate Credit Party, the resolutions authorizing the execution and delivery of, and performance of each corporate Credit Party's respective obligations under the Credit Documents and the transactions contemplated herein and therein, and a certificate as to the incumbency of the officers of the corporate Credit Parties executing the Credit Documents and any other documents to be provided pursuant to the provisions hereof;
 - (iv) certified copies of all shareholder, regulatory, governmental, third party and other waivers, consents and approvals, if any, required in order for the Credit Parties to enter into this Agreement and the other Credit Documents to which they are a party and to perform their obligations hereunder and thereunder;
 - (v) certificates of status or comparable certificates for all Relevant Jurisdictions of each corporate Credit Party;
 - (vi) duly executed copies of the Credit Documents will have been delivered to the Lender and all such Security will have been duly registered, filed and recorded in all Relevant Jurisdictions where required by Applicable Law or where the Lender considers it necessary, in its discretion, to do so;
 - (vii) a currently dated opinion of counsel as to such matters and in such form as Lender's Counsel deems appropriate, acting reasonably, addressed to the Lender;
 - (viii) certificates of insurance with respect to the Secured Property with coverage in accordance with the terms of this Agreement, in an amount acceptable to the Lender, acting reasonably, showing the Lender as additional insured and loss payee, pursuant to a standard mortgage clause;

- (ix) releases, discharges and postponements that are required in the discretion of the Lender (in registerable form where necessary) with respect to all Encumbrances affecting the Secured Property, if any, will have been delivered to the Lender and in a form acceptable to the Lender, acting reasonably;
- (d) the Lender and the Lender's Counsel shall be satisfied that all registrations and other actions necessary to perfect the security interest created by the Security and maintain the priority of the Encumbrance as required hereunder in favour of the Lender have been made;
- (e) the Lender shall have:
 - (i) completed to its satisfaction a call with the new shareholder of the Borrower, Mr. Leavitt;
 - (ii) reviewed to its satisfaction Mr. Sheer's compensation model;
 - (iii) received evidence of confirmation of the accepted purchase orders from key suppliers of the Borrower;
 - (iv) received and reviewed to its satisfaction the 2021 review engagement Financial Statements of the Borrower;
 - (v) completed to its satisfaction two supplier reference calls (with Vitro and/or Walker and Rubbermaid);
 - (vi) received confirmation of a \$1,200,000.00 equity injection by the shareholders of the Borrower as of the Closing Date;
- (f) the Borrower shall have implemented a satisfactory operating facility with the Operating Lender, in accordance with the terms of the Operating Lender Credit Agreement, and subject to the OL-PDP Priority Agreement;
- (g) the Borrower shall have paid all fees, costs and expenses then due in respect of the Credit Facility and the Credit Documents, including without limitation the unpaid amount of the Underwriting Fee and fees of Lender's counsel;
- (h) the Lender shall be satisfied with the results of the due diligence relating to each Credit Party and their respective officers, including without limitation:
 - (i) review of all Material Contracts entered into by each Credit Party;
 - (ii) all accounting, tax, financial, business, regulatory, environmental, and legal due diligence; and
 - (iii) the corporate and capital structure of each Credit Party;
- (i) the Lender shall be satisfied that there is no pending judicial, administrative or other proceedings, investigations or litigation which seek to adjourn, delay, enjoin, prohibit or

impose Material limitations on any aspect of the transactions contemplated by the Credit Documents;

- (j) the Credit Parties shall have satisfied all requirements of the Lender in respect of AML Legislation, proceeds of crime legislation, and "know your customer" requirements; and
- (k) nothing shall have occurred which could reasonably be expected to result in or have a Material Adverse Change (nor shall the Lender become aware of any facts not previously known, which could reasonably be expected result in or have a Material Adverse Change).

5.2 Conditions Precedent to All Advances

The obligation of the Lender to make any Advance hereunder is subject to and conditional upon the prior satisfaction of the following additional conditions precedent:

- (a) the representations and warranties deemed to be repeated pursuant to Section 7.1 and in each other Credit Document (except those expressly stated to be made as of a specific date) shall be true and correct as if made on and as of the date of Advance;
- (b) no Default or Event of Default will have occurred and be continuing on the date of Advance, or would result from making the requested Advance; and
- (c) a Material Adverse Change will not have occurred and be continuing.

5.3 Waiver

The conditions in Section 5.1 and 5.2 are inserted for the sole benefit of the Lender and may be waived by the Lender, in whole or in part (in its sole discretion and with or without terms or conditions) in respect of any Advance.

ARTICLE 6

MATTERS RELATING TO INTEREST AND PAYMENTS

6.1 Matters Relating to Interest

6.1.1 Unless otherwise indicated, interest on any outstanding principal amount shall be payable monthly in arrears on the last day of each and every month. If the last day of a month is not a Business Day, the interest payment due on such day shall be made on the next Business Day, and interest shall continue to accrue on the said principal amount and shall also be paid on such next Business Day. Interest shall accrue from and including the day upon which the Advance is made, and ending on and including the day on which any portion of the Advance is repaid or satisfied.

6.1.2 Unless otherwise stated, in this Agreement if reference is made to a rate of interest, fee or other amount "per annum" or a similar expression is used, such interest, fee or other amount shall be calculated on the basis of a year of 365 or 366 days, as the case may be. If the amount of any interest, fee or other amount is determined or expressed on the basis of a period of less than one year of 365 or 366 days, as the case may be, the equivalent yearly rate is equal to the rate so determined or expressed, divided by the number of days in the said period, and multiplied by the actual number of days in that calendar year.

6.1.3 Notwithstanding any other provisions of this Agreement, if the amount of any interest, premium, fees or other monies or any rate of interest stipulated for, taken, reserved or extracted under the Credit Documents would otherwise contravene the provisions of Section 347 of the *Criminal Code* (Canada), Section 8 of the *Interest Act* (Canada) or any successor or similar legislation, or would exceed the amounts which the Lender is legally entitled to charge and receive under any law to which such compensation is subject, then such amount or rate of interest shall be reduced to such maximum amount as would not contravene such provision; and to the extent that any excess has been charged or received the Lender shall apply such excess against the Obligations and refund any further excess amount.

6.2 Place of Repayments

6.2.1 All payments of principal, interest and other amounts to be made by the Borrower pursuant to this Agreement shall be paid to the Lender by way of pre-authorized withdrawal. The Borrower has provided the Lender with an executed pre-authorized debit form to allow the Lender to charge all the payments due and payable under this Agreement.

6.2.2 Whenever any payment shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. Interest shall continue to accrue and be payable thereon as provided herein, until the date on which such payment is received by the Lender.

6.3 Evidence of Obligations (Noteless Advances)

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Credit Facility, and interest, fees and other amounts due in connection with the Credit Facility, in an account of the Borrower maintained by the Lender or any Affiliate thereof, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Credit Facility; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Credit Facility set out in this Agreement shall not be affected by the failure of the Lender, or any Affiliate thereof, to make such recordings. The Borrower also hereby acknowledges being indebted to the Lender for principal amounts shown as outstanding from time to time in the Lender's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to the Lender in accordance with the terms and conditions applicable to the Credit Facility as set out in this Agreement.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties

Each of Credit Parties hereby jointly and severally represents and warrants with respect to itself to the Lender as follows, and the Credit Parties acknowledge and confirm that the Lender is relying upon such representations and warranties:

- (a) **Incorporation and Existence.** Each corporate Credit Party: (i) that is a corporation or company has been duly incorporated, amalgamated or continued, as the case may be, and is validly subsisting as a corporation or company under the laws of its jurisdiction of incorporation, amalgamation, or continuance, as the case may be, (ii) that is not a corporation or company has been duly created or established as a partnership, limited partnership, trust or other entity and validly exists under the laws of the jurisdiction in

which it has been created or established, (iii) is duly registered and in good standing, as applicable, in all jurisdictions where it carries on business or hold assets, and (iv) has not adopted or designated any name (including any French name) except as set forth on Schedule B hereto.

- (b) **Power and Authority.** Each of the Credit Parties has the power, authority and right (i) to enter into and deliver, and to exercise its rights and perform its obligations under, the Credit Documents to which it is a party and all other instruments and agreements delivered by it pursuant to any of the Credit Documents, and (ii) to own its assets, and carry on its business as currently conducted and as currently proposed to be conducted by it.
- (c) **Duly Licensed.** Each of the Credit Parties holds all Governmental Authorizations, Permits, and all other prerequisites necessary to own its properties and assets, and to carry on its business in each Relevant Jurisdiction in which it does so, and such Governmental Authorizations and Permits are valid and subsisting and in good standing except where the failure to so comply would not reasonably be expected to result in a Material Adverse Change.
- (d) **Execution, Delivery, Performance and Enforceability of Documents.** The execution, delivery and performance of each of the Credit Documents to which any Credit Party is a party, and every other instrument or agreement delivered by it pursuant to any Credit Document, has been duly authorized by all actions, if any, required on its part and by its shareholders and directors (or, where applicable, partners, members, unitholders or managers), and each of such documents has been duly executed and delivered and constitutes a valid and legally binding obligation of the particular Credit Party enforceable against it in accordance with its terms subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally and to general principles of equity.
- (e) **Credit Documents Comply with Applicable Laws, Organizational Documents and Contractual Obligations.** Neither the entering into nor the delivery of, and neither the consummation of the transactions contemplated in nor compliance with the terms, conditions and provisions of, the Credit Documents by any Credit Party conflicts with or will conflict with, or results or will result in any Material breach of, or constitutes a default under or contravention of, (i) any Requirement of Law applicable to it, (ii) any of its Organizational Documents, if applicable, (iii) any Material Contract, or (iv) any Material Indebtedness outstanding by any of the Credit Parties, or results or will result in the creation or imposition of any Encumbrance upon the Secured Property, that is not a Permitted Encumbrance.
- (f) **Consents Respecting Credit Documents.** Each of the Credit Parties has obtained, made or taken all consents, approvals, authorizations, declarations, registrations, filings, notices and other actions whatsoever required by or from any Governmental Authority or any other third party as to the date hereof in connection with the execution and delivery by it of each of the Credit Documents to which it is a party and the consummation of the transactions contemplated in the Credit Documents.
- (g) **Taxes.** Each of the Credit Parties has paid or made adequate provision for the payment of all Taxes levied on it or on its Property, or income that are due and payable, including

interest and penalties, or has accrued such amounts in its Financial Statements for the payment of such Taxes except Taxes that are not Material in amount, that are not delinquent or if delinquent are being contested, and there is no Material action, suit, proceeding, investigation, audit or claim now pending, or to its knowledge threatened, by any Governmental Authority regarding any Taxes nor has it agreed to waive or extend any statute of limitations with respect to the payment or collection of Taxes that is reasonably likely to result in a Material Adverse Change.

- (h) **Judgments, Etc.** No Credit Party is subject to any judgment, order, writ, injunction, decree or award, or to any restriction, rule or regulation (other than customary or ordinary course restrictions, rules and regulations consistent or similar with those imposed on other Persons engaged in similar businesses) that has not been stayed or of which enforcement has not been suspended and that individually or in the aggregate constitutes, or that could reasonably be expected to result in a Material Adverse Change.
- (i) **Absence of Litigation.** There are no actions, suits, claims or proceedings pending or, to the best of the Credit Parties' knowledge and belief, after due inquiry and all reasonable investigation, threatened against or affecting any Credit Party that could reasonably be expected to result in a Material Adverse Change.
- (j) **Title.** The Borrower is the owner of and has good title to all its Property relating to the Secured Property, both real and personal, free and clear of all Encumbrances except Permitted Encumbrances and no Person has any agreement, option or right to acquire an interest in such Property.
- (k) **Compliance with Laws.** To the best knowledge of the Credit Parties, no Credit Party is in default under any Applicable Law where such default could reasonably be expected to result in a Material Adverse Change., and all its Property, both real and personal, and the operation and use thereof are in compliance with all Applicable Law except to the extent that a failure to comply would not be reasonably likely to result in a Material Adverse Change.
- (l) **No Default.** No Default or Event of Default has occurred and is continuing hereunder or under any of the other Credit Documents.
- (m) **Ownership Structure.** As of the Closing Date, the ownership structure set out in Schedule B accurately reflects the organizational and ownership structure of the Borrower. The Relevant Jurisdictions for each of the Credit Parties are set forth on Schedule B.
- (n) **Security.** The Security is effective to create in favour of the Lender, as security for the obligations described therein, a legal, valid, binding and enforceable security interest in the collateral described therein and proceeds thereof, subject to bankruptcy, insolvency, re-organization, arrangement, winding-up, moratorium and other laws affecting the rights of creditors generally and to general principles of equity, and constitutes, in the case of the Borrower, a first priority security interest (subject to Permitted Encumbrances and the OL-PDP Priority Agreement) against the Secured Property.

- (o) **Financial Statements.** All of the Financial Statements that have been furnished to the Lender in connection with this Agreement are complete in all Material respects and such Financial Statements fairly present the financial position of the Borrower as of the dates referred to therein and have been prepared in accordance with GAAP (subject, in the case of any interim financial statements, to normal year-end adjustments). The Borrower does not have any Material liabilities (contingent or otherwise) or other Material obligations of the type required to be disclosed in accordance with GAAP that are not fully disclosed on its Financial Statements provided to the Lender, other than liabilities and obligations incurred in the ordinary course of business, the Obligations and those other liabilities and obligations permitted pursuant to this Agreement.
- (p) **No Material Adverse Change.** Since the date of the Borrower's most recent annual Financial Statements provided to the Lender, there has been no condition (financial or otherwise), event or change in the Borrower's business, liabilities, operations, results of operations, assets or prospects which constitutes, or could reasonably be expected to constitute, or result in, a Material Adverse Change.
- (q) **Environmental Matters.**
 - (i) The Borrower is not aware of, nor has it received notice of, any past, present or future condition, event, activity, practice or incident that could reasonably be expected to interfere with or prevent the compliance or continued compliance of the Borrower in all Material respects with Environmental Laws;
 - (ii) Except as disclosed in writing to the Lender and consented to by the Lender in writing, the Borrower is not aware that any Hazardous Substances exist on, about or within or have been used, generated, stored, transported, disposed of on, or Released from the Borrower's Property, other than in Material compliance with all Environmental Laws;
 - (iii) There is no action, suit, order or proceeding, or, to its knowledge, any investigation or inquiry, before any Governmental Authority pending or, to its knowledge, threatened against the Borrower relating in any way to any Environmental Laws that could be reasonably likely to cause, either separately or in the aggregate a Material Adverse Change; and
 - (iv) The Borrower has not (i) incurred any current and outstanding liability for any clean-up or remedial action under any Environmental Laws with respect to current or past operations, events, activities, practices, incidents, or (ii) received any outstanding written notice, order or claim under any Environmental Laws with respect to any Material violation of or liability under any Environmental Laws regarding the Borrower's Property or relating to the presence of Hazardous Substance on or originating from the Borrower's Property.
- (r) **Pension Plans.** No Credit Party has adopted or maintains, or is required to adopt or maintain, by Applicable Law or otherwise, any Pension Plans.
- (s) **Labour Dispute and Casualties.** No Credit Party is engaged in any unfair labour practice that could reasonably be expected to cause a Material Adverse Change; and

there is no unfair labour practice complaint pending against any Credit Party or, to the best of their knowledge, threatened against any Credit Party, before any Governmental Authority that if adversely determined could reasonably be expected to cause a Material Adverse Change. No grievance or arbitration arising out of or under any collective bargaining agreement is pending against any Credit Party or to the best of the Credit Party's knowledge, threatened against any of them that is reasonably likely to cause, a Material Adverse Change. To the best of the Borrower's knowledge, no strike, labour dispute, slowdown or stoppage is pending against any Credit Party or, to the best of their knowledge, threatened against any Credit Party and no union representation proceeding is pending with respect to any employees of any Credit Party. The businesses of the Credit Parties are not affected in any respect by any fire, accident or other casualty that could reasonably be expected to cause a Material Adverse Change, in each case which has not been advised to the Lender in writing.

- (t) **Solvency.** Each of the Credit Parties is solvent, able to pay its debts as they mature, has sufficient capital to carry on its business and has assets the fair market value of which exceeds its liabilities, and it will not be rendered insolvent, under-capitalized or unable to pay debts generally as they become due by the execution or performance of this Agreement or any other Credit Document to which it is a party.
- (u) **Accuracy of Information.** Taken as a whole, all written information (including information in Financial Statements, but excluding projections) pertaining to the Credit Parties that it has provided to the Lender, is complete and accurate in all Material respects and does not contain any untrue statement of a Material fact or omit to state a Material fact necessary in order to make the statements contained in the information not Materially misleading in light of the circumstances in which the statements are made. There is no fact known by the Credit Parties that it has not disclosed to the Lender in writing that has caused or could reasonably be expected to cause a Material Adverse Change.
- (v) **Material Contracts.** The Borrower is presently in good standing under, and shall duly perform and observe, all terms of all Material Contracts affecting or relating to the business and assets of the Borrower, except where the failure to so comply would not reasonably be expected to have a Material Adverse Change on the assets, business, earnings, properties, condition (financial or otherwise) or prospects of the Borrower.
- (w) **Consents.** No consent or approval is required in order to enable the creation, registration and perfection of the Security to be provided to the Lender hereunder or to enable the registration and perfection of the Security to be provided to the Lender, other than consents and approvals which have been obtained or which will be delivered on or prior to the delivery of the Security.
- (x) **Insurance.** All properties and assets of the Borrower are insured in appropriate amounts and for appropriate risks as would be considered prudent for businesses similar to that of the Borrower, and the Borrower maintains insurance, in compliance with the requirements of Section 8.1(l) herein.
- (y) **Disclosure.** Unless the Borrower has notified the Lender in writing otherwise, all information in the Schedules annexed hereto are accurate and complete.

- (z) **Use of Credit Facility.** The proceeds of the Credit Facility shall be used only for the purposes specified herein in Section 2.2.

7.2 Survival of Representations and Warranties

Unless expressly stated to be made as of a specific date, the representations and warranties made in this Agreement shall survive the execution of this Agreement and all other Credit Documents until the full and final payment of the Obligations. The Lender shall be deemed to have relied upon such representations and warranties as a condition of making the Advance hereunder.

ARTICLE 8 COVENANTS

8.1 Positive Covenants

During the term of this Agreement, and except as otherwise permitted by prior written consent of the Lender, each Credit Party covenants as follows:

- (a) **Timely Payment.** Each Credit Party shall make due and timely payment of the Obligations required to be paid by it under the Credit Documents to which it is a party.
- (b) **Conduct of Business, Maintenance of Existence, Compliance with Laws.** Each Credit Party shall engage in business of the same general type as now conducted by it. Each Credit Party shall carry on and conduct its business and operations in a proper, efficient and businesslike manner, in accordance with good business practice as currently conducted and shall preserve, renew and keep in full force and effect, as applicable, its existence and status in its jurisdiction of incorporation/formation, and in each other Relevant Jurisdiction, and take all reasonable action to obtain and maintain all rights, privileges and franchises, including all Permits and Governmental Authorizations, necessary to own its Property, and to carry on business as currently conducted, and comply with all Applicable Laws.
- (c) **Obligations and Taxes, etc.** Each Credit Party shall pay or discharge, or cause to be paid or discharged, when the same become due and payable (i) all Taxes imposed upon it or upon its income or profits or in respect of its business or Property (including the Secured Property) and file all tax returns in respect thereof, (ii) all lawful claims for labour, materials and supplies, (iii) all required payments under any of its indebtedness, and (iv) all other obligations; provided, however that it will not be required to pay or discharge or to cause to be paid or discharged any such amount so long as the validity or amount thereof is being Contested in Good Faith by appropriate proceedings and an appropriate financial reserve in accordance with GAAP and satisfactory to the Lender has been established.
- (d) **Use of Credit Facility.** The Borrower shall use the proceeds of the Credit Facility only for the purposes specified in Section 2.2 and not for any other purpose or for any other Person.
- (e) **Security.** Each Credit Party shall provide the Security contemplated to be provided by such Credit Party hereunder, and upon the Borrower creating, acquiring or suffering to exist any Subsidiary, cause such Subsidiary to deliver to the Lender the Security as and

when required by Section 4.6; in the case of the Credit Parties, as applicable, the Security shall be perfected as applicable to the satisfaction of the Lender against the Secured Property in first priority subject to Permitted Encumbrances; provided the foregoing does not apply to any Permitted Encumbrance stated to be unregistered if that Permitted Encumbrance is registered.

- (f) **Further Pledges.** Within 10 days of (i) the Limited Recourse Guarantor acquiring further shares in the Borrower which shares were not previously pledged and delivered to the Lender, (ii) Gemstone Lights Calgary Ltd. or 3M Holdings Ltd. acquiring shares in the Borrower, or (iii) the Borrower creating, acquiring or suffering to exist any Subsidiary, such Person, as applicable, shall execute and deliver a pledge of Equity Interests in favour of the Lender, if not previously provided, and deliver such new share certificates to the Lender, together with such endorsements and registrations as are required by the Lender to perfect its security interest, and opinions from counsel which may be reasonably required by the Lender;
- (g) **Compliance with Environmental Laws.** Each Credit Party shall comply and, to the extent within its control, cause any other party that is acting under its authority to comply, in all Material respects with all Environmental Laws.
- (h) **Maintenance of Property.** The Borrower shall maintain its Property in good working order and condition, normal wear and tear excepted.
- (i) **Copies.** The Borrower shall deliver or cause to be delivered to the Lender a true copy of any Material Contract or Permitted Encumbrances entered into after the date hereof and of all amendments to any Material Contract or Permitted Encumbrances in each case within five (5) Business Days.
- (j) **Access to Information.** The Borrower shall permit the Lender and its agents, consultants, officers and employees, at the expense of the Borrower, from time to time, on reasonable notice during business hours, to visit and inspect the Borrower's Property and to examine and make abstracts from and copies of its physical and computer books of account and records as they pertain to the Secured Property or the Borrower (including, without limitation, the Material Contracts).
- (k) **Books and Records.** The Borrower shall maintain, or cause to be maintained adequate books, accounts and records: (i) in relation to the Secured Property; and (ii) in accordance with GAAP consistently applied.
- (l) **Insurance.** The Borrower shall maintain insurance on all its Property with financially sound and reputable insurance companies or associations including all-risk property insurance, comprehensive general liability insurance, and business interruption insurance with the Lender shown as an additional insured and loss payee, subject to a standard mortgage clause, in amounts and against risks that are determined to be appropriate by it acting prudently. The Borrower shall further maintain and provide to the Lender confirmation of key man insurance in respect of the Personal Guarantor. The Borrower shall furnish to the Lender, on written request, but in any event annually, satisfactory evidence of the insurance carried and notify the Lender of any claims it made under the

foregoing insurance policies in excess of One Hundred Fifty Thousand (\$150,000.00) Dollars.

- (m) **Notices.** The Borrower shall give written notice to the Lender promptly after becoming aware, using reasonable diligence, thereof of:
- (i) any litigation, dispute, arbitration or other proceeding to which the Borrower is a party, the result of which if determined adversely in the case of the Borrower would be a judgment or award in excess of One Hundred Fifty Thousand (\$150,000.00) Dollars, or could reasonably be expected to result in a Material Adverse Change, and from time to time provide the Lender with all reasonable information requested by the Lender concerning the status of any such proceeding;
 - (ii) any Default or an Event of Default, together with a certificate of a Responsible Officer specifying such Default or such Event of Default and detailing the steps being taken, if any, to cure same;
 - (iii) the incurrence or existence of any Encumbrance (other than a Permitted Encumbrance) on any Secured Property after the Closing Date;
 - (iv) any dispute which may exist between a Credit Party and any Governmental Authority or any other proceeding which could reasonably be expected to result in a Material Adverse Change;
 - (v) any written communication received by the Borrower alleging default under any Material Contract which could reasonably be expected to result in a Material Adverse Change;
 - (vi) any default under any Material Contract which could reasonably be expected to result in a Material Adverse Change;
 - (vii) any notices of expropriation, judgments, writs of execution, seizures, injunctions, work orders or directives or notices of deficiency capable of resulting in work orders or directives which could reasonably be expected to result in a Material Adverse Change;
 - (viii) any event or occurrence which, in its opinion, acting reasonably, is likely to give rise to a notice of Material non-compliance with any Environmental Laws and of any Material notice of non-compliance actually received by the Borrower or, to the knowledge of the Borrower, threatened, including any investigation, non-routine inspection or Material inquiry by any Governmental Authority, in connection with any Environmental Laws;
 - (ix) any proposed Change of Control;
 - (x) any damage to or destruction of any Property that forms part of the Secured Property, which might give rise to an insurance claim, if the cost of any repairs to or replacement of such assets equals or exceeds One Hundred Fifty Thousand Dollars (\$150,000.00);

- (xi) any default under the Operating Lender Obligations; and
- (xii) any other matter which has had or could reasonably be expected to result in a Material Adverse Change.
- (n) **KYC Documentation and Anti-Money Laundering.** Each of the Credit Parties shall provide the Lender with any information regarding itself, their Affiliates, and their Subsidiaries necessary for the Lender to comply with all applicable legal and internal requirements in respect of AML Legislation, proceeds of crime legislation and "know your customer" requirements;
- (o) **Necessary Acts to Protect Security.** The Borrower shall, at the Borrower's expense, at the request of the Lender, take such steps as may be reasonably necessary or advisable to perfect the Security (or any part thereof) in the Relevant Jurisdictions or to carry out the intent of this Agreement from time to time, to ensure that the Security granted to the Lender remain legal, valid, binding and enforceable, in accordance with their respective terms (subject to Applicable Laws affecting the rights of creditors generally and rules of equity of general application).
- (p) **Material Contracts.** The Borrower shall be in compliance with and remain in compliance in all Material respects with, and enforce all Material Contracts to which it is a party. It shall not terminate or permit the termination or Material amendment of any Material Contract without the consent of the Lender acting reasonably or as otherwise permitted under this Agreement.
- (q) **Other Encumbrances.** The Borrower shall, unless the same shall constitute a Permitted Encumbrance, promptly pay and discharge all Encumbrances against the Secured Property from time to time.
- (r) **Cure Defects.** Each Credit Party shall promptly upon having knowledge thereof, cure or cause to be cured any defects in the execution and delivery of any of the Credit Documents to which it is a party or any of the other agreements, instruments or documents contemplated hereby and thereby or executed by such Credit Party pursuant hereto and thereto or any defects in the validity or enforceability of any of such Credit Documents and execute and deliver or cause to be executed and delivered all such agreements, instruments and other documents as the Lender may consider reasonably necessary or desirable for the foregoing purposes.

8.2 Reporting Requirements

During the term of this Agreement, the Borrower shall deliver, or cause to be delivered, to the Lender:

- (a) a compliance certificate from the Borrower, substantially in the form of Schedule C, within 30 days of each Fiscal Quarter;
- (b) unaudited monthly Financial Statements of the Borrower within thirty (30) days of the end of each month;

- (c) promptly provide the Lender with notice of any change (financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Credit Parties that has or could reasonably be expected to have a Material Adverse Change; and
- (d) promptly provide the Lender with such other information as it may reasonably request respecting the Borrower, another Credit Party, or a Subsidiary, including without limitation updates to the information set out in Schedule B in a timely manner as such information changes and promptly provide such updated Schedule B to the Lender.

8.3 Negative Covenants

During the term of this Agreement, and except as otherwise permitted by the prior written consent of the Lender, each of the Credit Parties covenant as follows:

- (a) **Consolidation, Amalgamation, etc.**
 - (i) No Credit Party will:
 - (A) directly or indirectly, by operation of law or otherwise amalgamate, merge with or consolidate with, acquire all or substantially all of the assets or Equity Interests of, or combine with or acquire any Person; or
 - (B) enter into any corporate reorganization or other transaction intended to effect or otherwise permit a change in its existing corporate or capital structure; or
 - (C) issue any securities, warrants, or convertible instruments which give rise to a right to receive any shares in the capital of the Borrower or its Subsidiaries, if applicable;
 - (ii) No Credit Party will Dispose of all or substantially all of its assets or property or liquidate, wind-up or dissolve itself, or permit any liquidation, winding-up or dissolution.
 - (iii) Notwithstanding Section 8.3(a)(i)(C) or any other provision of this Agreement, but subject to Section 8.1(f)), should Gemstone Lights Calgary Ltd. and/or 3M Holdings Ltd. exercise their conversion rights under the Convertible Debentures issued to them by the Borrower dated November 29, 2021, the Borrower shall be entitled to issue shares (i) to Gemstone Lights Calgary Ltd. and 3M Holdings Ltd. pursuant to such conversion rights, and (ii) to all existing shareholders but the Limited Recourse Guarantor, to maintain each such shareholders' equity percentage ownership of the Borrower subsequent to exercise by Gemstone Lights Calgary Ltd. and/or 3M Holdings.
- (b) **No Change of Name, etc.** No Credit Party, as applicable, will change its name or chief executive office without providing the Lender with ten (10) days' prior written notice thereof, and promptly taking other steps, if any, as the Lender may, in its discretion reasonably request to permit the Lender to maintain the perfection of the Security with respect to the change in name.

- (c) **No Indebtedness and Financial Assistance.** The Borrower will not create, incur, assume, grant or suffer to exist any Indebtedness, except for Permitted Indebtedness. The Borrower will not create, incur, assume, grant or suffer to exist any Financial Assistance.
- (d) **No Investments.** The Borrower will not make, directly or indirectly, any Investment in any Person.
- (e) **No Distributions.** Except as permitted in Section 8.4(c), the Borrower will not make any Distributions.
- (f) **No Encumbrances.** The Borrower will not create, incur, assume or permit to exist any Encumbrance upon any Secured Property except Permitted Encumbrances.
- (g) **No Change to Year End.** The Borrower will not make any change to its Fiscal Year end.
- (h) **No Continuance.** No Credit Party will continue into any other jurisdiction without the Lender's prior written consent.
- (i) **Capital Expenditures.** No Credit Party will in any Fiscal Year make, or enter into any agreement which would require it to make, any Capital Expenditures in excess of Two Hundred Thousand (\$200,000.00) Dollars in the aggregate.
- (j) **Amendments to Organizational Documents.** No Credit Party will amend any of its Organizational Documents in a manner that would be prejudicial to the interests of the Lender under the Credit Documents.
- (k) **Amendments to other Documents.** Except as permitted or required hereunder, the Borrower will not amend, vary or alter in any way, consent to any assignment or transfer of, or waive or surrender any of its rights or entitlements under, any Material Contract in a manner that could be prejudicial to the interests of the Lender under the Credit Documents or that could reasonably be expected to result in a Material Adverse Change.
- (l) **No Change to Business.** No Credit Party will carry on any business other than the business carried on by it on the date hereof.
- (m) **Non-Arm's Length Transactions.** The Borrower will not enter into any transaction for the purchase, sale or exchange of any property or the rendering of any services, with any of its Affiliates, or with any Affiliate of any of its partners or shareholders, except a transaction which is upon fair and reasonable terms not less favourable to the Borrower than would be obtained in a comparable arms-length transaction for fair market value.
- (n) **Change of Control.** The Borrower shall enter into or be subject to any transaction or agreement which results or could result in a Change of Control.
- (o) **Environmental Activity.** No Credit Party shall carry on any activity contrary in any Material respect to any Environmental Laws or cause or permit any Hazardous Substance to be stored in, Released or to be present in any form in or under the Secured Property contrary in any Material respect to any Environmental Laws. Nothing in this

Section of this Agreement shall impose any obligation or liability whatsoever on the Lender.

- (p) **Pension Plans.** No Credit Party will establish, operate, administer, contribute to, be liable under, participate in or admit any participant into any Pension Plan that is a defined benefit pension plan or which contains a defined benefit pension provision contributed to or required to be contributed to by a Credit Party and that is or is required to be registered under the Pension Laws, or any similar legislation in any other jurisdiction.
- (q) **Location of Assets in Other Jurisdictions.** Except for property in transit in the ordinary course of business, the Borrower will not acquire any Material assets outside of Alberta or move any property from one jurisdiction to another jurisdiction where the movement of such property would cause the Encumbrance granted pursuant to the Security over such property to cease to be perfected under Applicable Law, and the Borrower shall not suffer or permit in any other manner any of its Property to not be subject to the Encumbrance granted pursuant to the Security or to be or become located in a jurisdiction as a result of which the Encumbrance granted pursuant to the Security over such property is not perfected, unless (i) the Borrower has first given the Lender not less than thirty (30) days' prior written notice thereof, and (ii) the Borrower has first executed and delivered to the Lender all Security and all financing or registration statements in form and substance satisfactory to the Lender which the Lender or its counsel from time to time deem necessary or advisable to ensure that Encumbrances granted pursuant to the Security at all times constitute a perfected second priority Encumbrance (subject only to Permitted Encumbrances) over such property notwithstanding the movement or location of such property as aforesaid together with such supporting certificates, resolutions, opinions and other documents as the Lender may deem necessary or desirable in connection with such security and registrations, acting reasonably.
- (r) **Subordinated Debt.** The Borrower shall not make any repayments whether by way of principal, interest or otherwise, in respect of any Subordinated Debt, other than repayments made in accordance with the provisions of the applicable Subordination Agreement with the Lender.
- (s) **Hedging Agreements.** The Borrower shall not enter into or otherwise become a party to or obligated under any swap, hedging transaction, arrangements or agreements which are for the purposes of managing, mitigating or eliminating exposure of the Borrower to fluctuations in credit exposure, equity, interest rates, currency exchanges rates or commodity prices, other than under and in connection with the Operating Lender Debt Documents.

8.4 Financial Covenants

- (a) So long as any amount owing under this Agreement or the other Credit Documents remains unpaid or the Borrower is entitled to borrow under this Agreement, the Borrower shall maintain at all times on a consolidated basis the following ratios tested on a monthly basis based on the annualized performance beginning October 1, 2021. As at October 1, 2022 the following ratios will be tested on a trailing twelve month basis:
 - (i) a Total Senior Debt to EBITDA ratio that is equal to or less than:

- (A) 4.25:1:00 as of the Closing Date up to 12 months from the Closing Date;
and
 - (B) 4.00:1:00 thereafter up to the Maturity Date;
- (ii) a Debt Service Coverage Ratio equal to or greater than 1.25:1.00 as of the Closing Date up to the Maturity Date.
- (b) During the term of this Agreement, the Borrower covenants and agrees that all operating cash flow of the Borrower under the Operating Lender Credit Agreement shall be used by the Borrower in the following order of priority:
 - (i) *firstly*, to pay operating expenses of the Borrower;
 - (ii) *secondly*, to pay all principal and interest payments in respect of the Credit Facility; and
 - (iii) *thirdly*, to pay for approved Capital Expenditures, as permitted hereunder.
- (c) If at any time the Debt Service Coverage Ratio is greater than 2.00:1.00 the Borrower shall be permitted to make Distributions from excess operating cash flow, provided that there is no Default or Event of Default outstanding or likely to occur as a result of making such Distribution.
- (d) During the term of this Agreement, the Borrower covenants and agrees that the Borrower's availability under its Operating Facility pursuant to the Operating Lender Credit Agreement shall not be less than \$500,000.00 at any time.

ARTICLE 9

DEFAULT

9.1 Events of Default

The occurrence of any one or more of the following events (each such event being referred to as an "**Event of Default**") will constitute a default under this Agreement:

- (a) the Borrower fails to pay or provide for any amount of principal when due; or
- (b) the Borrower fails to pay any other Obligations within three (3) Business Days of when due; or
- (c) there is a breach of Article 8 (other than in relation to 8.1(a)) that is not corrected or otherwise satisfied within fifteen (15) days after the Lender gives written notice of the breach; or
- (d) a default or other event or circumstance occurs in connection with Indebtedness of the Borrower (including, without limitation, any default under the Operating Lender Obligations), other than the Obligations, if the effect is to cause or permit the acceleration of the due date of that Indebtedness (whether or not acceleration actually occurs) or to require the prepayment, repurchase, redemption or defeasance of that Indebtedness

before its scheduled maturity, or the Borrower fails to pay any such Indebtedness when due; or

- (e) a Credit Party denies its obligations under any Credit Document or claims any Credit Document to be invalid, unenforceable or withdrawn in whole or in part, including by purporting to terminate any guarantee or indemnity forming part of the Security; or
- (f) the performance of any Credit Document becomes unlawful, any Credit Document is invalidated or made unenforceable by any Applicable Law, or any Credit Document is determined to be invalid or unenforceable by any Governmental Authority, in each case in whole or in any material part, that is not corrected or replaced within ten (10) days after the Lender gives written notice of such occurrence; or
- (g) any Encumbrance purported to be created by the Security ceases to be, or is claimed by any Credit Party not to be, a valid, perfected Encumbrance in the collateral described in the relevant document, and with respect to any Encumbrance created by the Security granted by any Credit Party, having first priority but for Permitted Encumbrances, except as a result of being released by the Lender in accordance with this Agreement, and other than if claimed by a Credit Party to be invalid or unperfected, that is not corrected or replaced within ten (10) days after the Lender gives written notice of such occurrence; or
- (h) a Credit Party does not, is unable to, or admits its inability to meet or pay its obligations as they generally become due, ceases or threatens to cease to carry on its business, declares any moratorium on its obligations, proposes a compromise or arrangement between it and any creditor, or otherwise becomes insolvent; or
- (i) a Credit Party makes an assignment in bankruptcy, makes a proposal to its creditors or files notice of its intention to do so, institutes any other proceeding under Applicable Law seeking to adjudicate it a bankrupt or an insolvent, or seeking liquidation, dissolution, winding up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors, composition of it or its debts or any other similar relief unless; or
- (j) a Credit Party applies for the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or a substantial part of its Property; or
- (k) any petition is filed, application made or other proceeding instituted against or in respect of any Credit Party in any jurisdiction seeking any of the results described in Sections 11.1(i) and 11.1(j), and the Credit Party files an answer admitting the material allegations made against it or fails to defend the proceeding diligently, in good faith and on a timely basis by appropriate proceedings or consents to the proceeding, or the relief sought in the proceeding is granted (whether or not subject to appeal); or
- (l) one or more final judgments, writs of enforcement, garnishments or attachments or similar processes representing claims, in the case of the Borrower, in an aggregate of One Hundred Fifty Thousand (\$150,000.00) Dollars, at any time are issued or levied against any of their Property and are not released, bonded, satisfied, discharged,

vacated, stayed or accepted for payment by an insurer within fifteen (15) days after their entry, commencement or levy; or

- (m) other than the return of leased equipment at the conclusion or termination of the applicable lease, possession of Property of the Credit Parties having an aggregate value of One Hundred Fifty Thousand (\$150,000.00) Dollars, is taken by or at the instance of the holder or holders of an Encumbrance or Encumbrances, whether by seizure, appointment of a receiver or receiver and manager, or otherwise; or
- (n) an event or circumstance occurs that causes a Material Adverse Change, as determined by the Lender, acting reasonably and in good faith; or
- (o) any Material Permit expires or is withdrawn, cancelled, terminated, or modified to the Material detriment of the Borrower or its Property or businesses taken as a whole, and is not reinstated or replaced within fifteen (15) days thereafter without Material impairment to the Borrower or its Property or business taken as a whole; or
- (p) any Material Contract is terminated, repudiated or ceases to be legal, binding and enforceable or a default by the Borrower or any other party to any such Material Contract occurs, or any other event occurs under any such Material Contract, and continues without being waived after any applicable grace period specified in such Material Contract, if the effect of the default or other event (if not waived) is to terminate or permit the termination of such Material Contract and, where the default or other event is not by the Borrower the termination could reasonably be expected to cause a Material Adverse Change, and such Material Contract is not replaced by an equivalent Material Contract within fifteen (15) days of such termination; or
- (q) there is a breach of any other provision of any Credit Document that is not corrected or otherwise satisfied within fifteen (15) days after any Credit Party that is a party thereto learns of the breach or the Lender gives written notice of the breach, whichever is earlier; or
- (r) if an Impermissible Qualification is included in the Financial Statements delivered to the Lender under this Agreement; or
- (s) if there is a Change of Control.

9.2 Acceleration; Additional Interest

Upon the occurrence of an insolvency event in respect of any Credit Party, the Obligations shall become immediately due and payable, without the necessity of any demand upon or notice to the Borrower by the Lender. Upon the occurrence and during the continuation of any Event of Default other than an insolvency event, the Lender may by written notice to the Borrower (a "**Demand Notice**") declare the Obligations (including the Prepayment Premium and Exit Premium) to be immediately due and payable. From and after the date of the occurrence of an Event of Default and for so long as such Event of Default continues, both before and after the Acceleration Date, the Outstanding Advance shall bear interest at 18% per annum (the "**Default Rate**") in order to compensate the Lender for the additional risk.

Upon demand or the delivery of a Demand Notice (or the deemed delivery of a Demand Notice), the Security shall become immediately enforceable and the Lender may take such action or proceedings

as the Lender in its sole discretion deems expedient to enforce the same, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Borrower.

9.3 Saving

The Lender shall not be under any obligation to any Credit Party or any other Person to realize any collateral or enforce the Security or any part thereof or to allow any collateral to be sold, dealt with or otherwise disposed of. The Lender shall not be responsible or liable to any Credit Party or any other Person for any loss or damage upon the realization or enforcement of, the failure to realize or enforce any collateral or any part thereof or the failure to allow any collateral to be sold, dealt with or otherwise disposed of or for any act or omission on their respective parts or on the part of any director, officer, agent, servant or adviser in connection with any of the foregoing, except that the Lender will be responsible or liable for any loss or damage arising from the willful misconduct or gross negligence of the Lender in enforcing the Security.

9.4 Perform Obligations

If any Credit Party has failed to perform any of its covenants or agreements in the Credit Documents, the Lender, may, but shall be under no obligation to perform any such covenants or agreements in any manner deemed fit by the Lender without thereby waiving any rights to enforce the Credit Documents. The reasonable expenses (including any reasonable legal costs) paid by the Lender in respect of the foregoing shall be added to and become part of the Obligations and shall be secured by the Security.

9.5 Third Parties

No Person dealing with the Lender or any agent of the Lender shall be concerned to inquire whether the Security has become enforceable, or whether the powers which the Lender is purporting to exercise have been exercisable, or whether any Obligations remain outstanding upon the security thereof, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the propriety or regularity of any sale or other disposition or any other dealing with the collateral charged by such Security or any part thereof.

9.6 Remedies Cumulative

The rights and remedies of the Lender under the Credit Documents are cumulative and are in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of or to alter, affect, or prejudice any other right or remedy or other rights or remedies to which the Lender may be lawfully entitled for the same default or breach. Any waiver by the Lender of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained, and any indulgence granted by the Lender shall be deemed not to be a waiver of any subsequent default.

9.7 Set-Off or Compensation

After the occurrence and during the continuance of an Event of Default or the delivery of an Demand Notice (or deemed delivery of a Demand Notice), in addition to and not in limitation of any rights now or hereafter granted under Applicable Laws, the Lender may at any time and from time to time

without notice to any Credit Party or any other Person, any notice being expressly waived by the Borrower for and on behalf of itself and the other Credit Parties, set-off, combine accounts and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness at any time owing by the Lender to or for the credit of or the account of any Credit Party, against and on account of the Obligations notwithstanding that any of them are contingent or unmatured.

ARTICLE 10

SUCCESSORS AND ASSIGNS

10.1 Successors and Assigns

- (a) The Credit Documents shall be binding upon and enure to the benefit of the Lender and the Credit Parties and Persons party thereto and their respective heirs, executors, administrators, successors and assigns (including any successor resulting from the amalgamation of the Borrower or another Credit Party with one or more Persons or resulting from the winding-up of one or more Persons into the Borrower), except that, other than as provided herein, no Credit Party or any other Person party to a Credit Document shall assign any rights or obligations with respect to this Agreement or any of the other Credit Documents without the prior written consent of the Lender.

The collective rights and obligations of the Lender under this Agreement are assignable in whole or in part and the Lender shall be entitled to assign in whole or in part its individual rights and obligations hereunder or to permit other financial institutions or other persons to participate in the Credit or any of them, all in accordance with the provisions of Section 10.2 and the other terms of this Agreement. The Borrower hereby consents to the disclosure of any information and opinions relating to it to any potential future lender provided that the potential future lender agrees in writing to keep the information confidential and to return such information if it does not become a Lender.

Each assignment shall be of a uniform, and not a varying, percentage of all rights and obligations of the assignor(s) under or in respect of the Credit Facility.

- (b) A participation by the Lender of its interest (or a part thereof) hereunder or a payment by a participant to the Lender as a result of the participation will not constitute a payment hereunder to the Lender or an Advance to the Borrower.

10.2 Assignments

The Borrower shall not assign any rights or obligations with respect to this Agreement or any of the other Credit Documents without the prior written consent of the Lender in its sole discretion. The collective rights and obligations of the Lender under this Agreement and the Security are assignable, including by way of participation, in whole or in part to any Person that is resident in Canada, provided that in the case of a partial assignment the Credit Facility shall continue to be administered by the Lender. Upon the occurrence of an Event of Default, the Lender may assign, in whole or in part, the collective rights and obligations of the Lender under this Agreement and the Security to any Person, without restriction.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Headings and Table of Contents

The headings of the Articles and Sections and the Table of Contents are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

11.2 Capitalized Terms

All capitalized terms used in any of the Credit Documents (other than this Agreement) which are defined in this Agreement shall have the meaning defined herein unless otherwise defined in the other document.

11.3 Severability

Any provision of this Agreement which is or becomes prohibited or unenforceable in any relevant jurisdiction shall not invalidate or impair the remaining provisions hereof which shall be deemed severable from such prohibited or unenforceable provision and any such prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Should this Agreement fail to provide for any relevant matter, the validity, legality or enforceability of this Agreement shall not hereby be affected.

11.4 Number and Gender

Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto.

11.5 Amendment, Supplement or Waiver

No amendment, supplement or waiver of any provision of the Credit Documents, nor any consent to any departure by the Borrower, any other Credit Party or any other Person thereto therefrom, shall in any event be effective unless it is in writing, makes express reference to the provision affected thereby and is signed by the Lender, the Borrower and if applicable, the appropriate Credit Party or Person and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver or act or omission of the Lender shall extend to or be taken in any manner whatsoever to affect any subsequent breach by the Borrower, any other Credit Party or any other Person party thereto of any provision of the Credit Documents or the rights resulting therefrom.

11.6 Governing Law

Each of the Credit Documents shall be conclusively deemed to be a contract made under, and shall for all purposes be governed by and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in Alberta. Each party to this Agreement hereby irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of Alberta and all courts competent to hear appeals therefrom.

11.7 Paramountcy

In the event of any conflict between the terms of this Agreement and the terms of any other Credit Document, the provisions of this Agreement shall govern to the extent necessary to remove the conflict. Provided however, a conflict shall not be deemed to occur if one Credit Document provides for a matter and another Credit Document does not.

11.8 Currency

All payments made hereunder shall be made in the currency in respect of which the obligation requiring such payment arose. Unless the context otherwise requires, all amounts expressed in this Agreement in terms of money shall refer to Canadian Dollars.

11.9 Expenses and Indemnity

All statements, reports, certificates, opinions, appraisals and other documents or information required to be furnished to the Lender by any Credit Party under this Agreement shall be supplied without cost to the Lender. The Borrower shall pay on demand all reasonable out of pocket costs and expenses of the Lender (including, without limitation, long distance telephone and courier charges and the reasonable fees and expenses of counsel for the Lender), incurred in connection with (i) the preparation, execution, delivery, administration, periodic review, modification or amendment of the Credit Documents; (ii) any enforcement of the Credit Documents; (iii) obtaining advice as to its rights and responsibilities in connection with the Credit Facility and the Credit Documents; (iv) reviewing, inspecting and appraising the collateral that is the subject of the Security in connection with the enforcement of its rights under the Security; and (v) other matters relating to the Credit Facility. Such costs and expenses shall be payable whether or not an Advance is made under this Agreement.

The Borrower shall indemnify the Lender against any liability, obligation, loss or expense which it may sustain or incur as a consequence of (i) any representation or warranty made by a Credit Party which was incorrect at the time it was made or deemed to have been made, (ii) the failure of the Borrower to complete any Advance or make any payment after notice therefore has been given under this Agreement, and (iii) any other default by any Credit Party or any other Person party thereto under any Credit Document. A certificate of the Lender as to the amount of any such loss or expense shall be, prima facie, evidence as to the amount thereof.

In addition, the Borrower shall indemnify the Lender and its directors, officers, employees, advisers, agents, and representatives (the "**Indemnified Parties**") from and against any and all actions, proceedings, claims, losses, costs, damages, liabilities, expenses and obligations of any kind that may be incurred by or asserted against any of them as a result of or in connection with the making of any Advance hereunder and the Lender taking, holding and enforcing the Security, other than arising from the gross negligence or wilful misconduct of the Lender or any other Indemnified Party. Whenever any such claim shall arise, the Indemnified Party shall promptly notify the Borrower of the claim and, when known, the facts constituting the basis for such claim, and if known, the amount or an estimate of the amount of the claim. The failure of an Indemnified Party to give notice of a claim promptly shall not adversely affect the Indemnified Party's rights to indemnity hereunder unless such failure adversely affects the Borrower's position in respect of such claim.

The Agreements in this Section shall survive the termination of this Agreement and repayment of the Obligations.

11.10 Manner of Payment and Taxes

All payments to be made by the Credit Parties pursuant to the Credit Documents are to be made without set-off, compensation or counterclaim, free and clear of and without deduction for or on account of any Tax, including but not limited to withholding taxes, except for Taxes on the overall net income of the Lender (such taxes applicable to the overall net income of the Lender are herein referred to as "**Excluded Taxes**"). If any Tax, other than Excluded Taxes, is deducted or withheld from any payments under the Credit Documents the Credit Parties shall promptly remit to the Lender in the currency in which such payment was made, the equivalent of the amount of Tax so deducted or withheld together with the relevant receipt addressed to the Lender. If a Credit Party is prevented by operation of law or otherwise from paying, causing to be paid or remitting such Tax, the interest or other amount payable under the Credit Documents will be increased to such rates as are necessary to yield and remit to the Lender the principal sum advanced or made available together with interest at the rates specified in the Credit Documents after provision for payment of such Tax. If following the making of any payment by a Credit Party under this Section 11.10, the Lender is granted a credit against or refund in respect of any Tax payable by it in respect of such Taxes to which such payment by such Credit Party relates that the Lender would not have received had such Credit Party not made the payment, the Lender shall (subject to the Credit Party having paid the relevant amount) to the extent that it is satisfied that it can do so without prejudice to the retention of the amount of such credit or refund, reimburse such Credit Party such amount as the Lender shall certify to be the proportion of such credit or refund as will leave the Lender, after such reimbursement in no worse or better position than it would have been in if the relevant Taxes had not been imposed, or the relevant Taxes had not been deducted or withheld in respect of the payment by the Credit Party as aforesaid. The Lender shall, at the Borrower's request and cost, file such documentation and do such commercially reasonable things as may be necessary to obtain such credit or refund, but the Lender shall not be obligated to disclose any information to the Borrower or any other Person concerning its income or taxes that is not otherwise publicly available.

If a Credit Party makes any payment under this Section for the account of the Lender, the Lender shall take reasonable steps to minimize the net amount payable by such Credit Party under this Section, but the Lender shall not be obliged to disclose any information to any Credit Party concerning its income or Taxes that is not otherwise publicly available.

11.11 Increased Costs

If the introduction of or any change in or in the interpretation of, or any change in its application to a Credit Party or the Lender of, any law or any regulation or guideline from any central bank or other Governmental Authority (whether or not having the force of law), including but not limited to any reserve or special deposit requirement or any Taxes or exemption from any tax or any capital requirement (each of the foregoing events shall be referred to as a "**Change in Law**"), has, due to the compliance by the Lender therewith, the effect, directly or indirectly, of (i) increasing the cost to the Lender of performing its obligations hereunder; (ii) reducing any amount received or receivable by the Lender hereunder or its effective return hereunder or on its capital; or (iii) causing the Lender to make any payment or to forego any return based on any amount received or receivable by the Lender hereunder, then upon demand from time to time the Borrower shall pay such amount as shall compensate the Lender for any such cost, reduction, payment or foregone return that is not fully offset by an increase in the applicable interest rate or rates or fees hereunder (collectively, the "**Additional Compensation**"). Any certificate of the Lender in respect of the foregoing will be *prima facie*, evidence of the Additional Compensation owing by the Borrower to the Lender. The Lender shall use reasonable commercial efforts to minimize any and all increased costs contemplated by this Section 11.11.

11.12 Illegality

If the Lender determines, in good faith, that (a) the introduction of or any change in any Applicable Laws or in the interpretation or application thereof by any court or by any judicial or governmental authority charged with the interpretation or administration thereof that has occurred after the date hereof, or (b) compliance by the Lender with any request or directive from any central bank or other fiscal, monetary or other authority (whether or not having the force of law) issued after the date hereof, has made it unlawful for the Lender to make, maintain or fund all or any portion of the Credit or to perform its obligations in respect of the Credit hereunder or any relevant portions thereof as contemplated hereby, the Lender may, by notice in writing to the Borrower, declare that its obligations hereunder in respect of the Credit so affected shall be terminated forthwith, whereupon such obligations shall be so terminated and the Borrower shall provide irrevocable written notice to the Lender requiring the Lender to sell and assign to a bank or other financial institution chosen by the Borrower, all (but not less than all) of the Lender's rights and obligations hereunder in the same manner described in Section 10.2 upon receipt by the Lender from such bank or financial institution of all amounts owing to the Lender under the Credit Documents, including all unpaid interest accrued thereon to the date of payment and all other amounts, if any, payable for the account of the Lender hereunder in respect of any Advances made by it and in respect of all losses, costs and expenses suffered or incurred by the Lender hereunder as a result of the Lender complying with this Section 11.12.

11.13 Accounting Terms; Changes in Generally Accepted Accounting Procedures

Each accounting term used in this Agreement has the meaning assigned to it under GAAP unless otherwise defined herein and reference to any balance sheet item or income statement item means such item as computed from the applicable statement prepared in accordance with GAAP in existence as at the date of this Agreement. All financial statements required to be delivered hereunder shall be made and prepared in accordance with GAAP consistently applied throughout the periods involved.

11.14 Interest on Miscellaneous Amounts

If the Borrower fails to pay when due any amount in respect of costs or expenses or any other amount required to be paid by it hereunder (other than principal or interest on the Advance), it shall pay interest on such unpaid amount from the time such amount is due until paid at the rate equal to the highest rate of interest then applicable under the Credit Facility.

Any Obligation, including interest, shall, if not paid when due, bear interest and the rate per annum equivalent to the highest rate applicable to the principal amount of the Obligations, and all such interest shall be compounded monthly until paid.

11.15 Address for Notice

Any notice, demand or other communication (a "Notice") to be given under the Credit Documents shall, except as otherwise specifically provided, be in writing addressed to the party for whom it is intended and, may be delivered by courier, facsimile with transmission confirmed by a transmission report or sent by e-mail. Every Notice shall be deemed to have been duly given, served or received on the date on which it is delivered (or, if such date is not a Business Day, the next following Business Day) or on the date of transmission or e-mail, if transmission or e-mail is completed prior to 3:00 p.m. (Calgary, Alberta time) on a Business Day (or the next Business Day if the transmission or e-mail is completed after 3:00 p.m. (Calgary, Alberta time) on a Business Day or on a day that is not a Business Day). The addresses

of the parties hereto for the purposes hereof shall be the addresses specified beside their respective signatures to this Agreement, or such other mailing, facsimile or e-mail addresses as each party from time to time may notify the other as aforesaid.

11.16 Confidentiality

The Lender shall keep strictly confidential all financial statements and all other written information delivered by or on behalf of the Borrower that the Borrower has advised the Lender in writing are confidential; provided however, the Lender may in its sole discretion deliver copies of any such confidential information, and disclose any other information disclosed to the Lender, by or on behalf of the Borrower in connection with or pursuant to the Credit Documents to:

- (a) each of the Lender's Affiliates and the Lender's and its Affiliates directors, officers, employees, agents and professional consultants, who in the reasonable opinion of the Lender have a need to know such information in order to assist the Lender in fulfilling its obligations hereunder (provided that the Lender remains responsible for any breach of confidential information by such person and the confidential nature of such information is communicated to such person by the Lender);
- (b) any regulatory authority having jurisdiction over the Lender upon its request or otherwise as required by Applicable Law; or
- (c) any other Person who in the reasonable opinion of the Lender has a need to know such information (i) in connection with any assignment or proposed assignment by the Lender of any of its interests under the Credit Documents, (ii) in compliance with any Applicable Laws, applicable to the Lender, (iii) in response to any subpoena or other legal process, or (iv) in connection with any litigation to which the Lender is a party in any way relating to a Credit Party, the Credit Documents and the transactions contemplated therein, but only to the extent such disclosure is necessary or desirable to the initiation or defence of such litigation and the confidential nature of such information is communicated to such person by the Lender.

Each Credit Party further consents to the Lender or the Lender's Affiliates making inquiries, including the collection of corporate and business information about the Credit Parties from such Personas, financial institutions, credit bureaus, personal information agents or other entities as it deems necessary in order to evaluate and/or administer any relationship or potential relationship with the Credit Parties. Each Credit Party further acknowledges that the Lender is not an agent of the Operating Lender, and the Operating Lender is not an agent of the Lender. Any discussions, representations or other communications by Lender with the Credit Parties are not in any manner binding on the Operating Lender and vice-versa.

11.17 Time of the Essence

Time shall be of the essence in this Agreement.

11.18 Further Assurances

The Borrower shall, at the request of the Lender do all such further acts and execute and deliver all such further documents as may, in the reasonable opinion of the Lender, be necessary or desirable in order to fully perform and carry out the purpose and intent of the Credit Documents.

11.19 Term of Agreement

Except as otherwise provided herein, this Agreement shall remain in full force and effect until the payment and performance in full of all of the Obligations and the termination of this Agreement.

11.20 Payments on Business Day

Whenever any payment or performance under the Credit Documents would otherwise be due on a day other than a Business Day, such payment shall be made on the following Business Day, provided that interest and fees (as applicable) shall continue to accrue and be payable until the applicable payment or performance has been completed.

11.21 Interest Act Equivalent

In this Agreement, each rate of interest which is calculated with reference to a period (the "deemed interest period") that is less than the actual number of days in the calendar year of calculation is, for the purposes of the *Interest Act* (Canada), equivalent to a rate based on a calendar year calculated by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing by the number of days in the deemed interest period.

11.22 Non-Merger

The Borrower covenants and agrees with the Lender that, in the case of any judicial or other proceeding to enforce the rights and remedies of the Lender under the Credit Documents (or any part thereof), judgment may be rendered against the Borrower in favour of the Lender, for any amount owing by it under the Credit Documents (or for which the Borrower may be liable thereunder after the application to the payment thereof of the proceeds of any sale of any of the Property of the Borrower).

11.23 Anti-Money Laundering Legislation

The Borrower acknowledges that, pursuant to the Anti-Corruption Laws and other applicable anti-money laundering, anti-terrorist financing, Sanctions and "know your client" Applicable Laws (collectively, including any guidelines or orders thereunder, the "**AML Legislation**"), the Lender may be required to obtain, verify and record information regarding the Borrower and its Subsidiaries (or any of them), their respective directors and signing officers and the transactions contemplated herein. The Borrower shall promptly: (i) provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Lender, or any prospective assignee of the Lender, in order to comply with any AML Legislation, whether now or hereafter in existence; and (ii) notify the Lender of such information of any changes thereto. The Borrower acknowledges and agrees that the Credit Facility is for the use by the Borrower and will be used by the Borrower, only for the purposes set out herein.

11.24 Counterparts and Facsimile

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. For the purposes of this Section 11.24, the delivery of a facsimile copy or an electronic pdf copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering a facsimile or pdf copy shall deliver an original copy of this Agreement as soon as possible after delivering the facsimile or pdf copy.

11.25 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto concerning the matters addressed in this Agreement, and cancel and supersede any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

[Signature pages follow]

IN WITNESS WHEREOF this Agreement has been executed and delivered by the parties hereto under the hands of their proper officers duly authorized in that behalf.

Address for Notice

Home Solutions Corporation
11550 40 Street S.E.
Calgary, Alberta T2Z 4V6

HOME SOLUTIONS CORPORATION, as
Borrower

Attention: Andrew Davidson
Email: adavidson@simplespaces.ca

Per:


Name: Andrew Davidson
Title: President

Per:

Name:
Title:

Address for Notice

Private Debt Partners
20 Bay Street, 11th Floor
Toronto, Ontario M5J 2N8

PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC., d.b.a.
PRIVATE DEBT PARTNERS, as Lender

Attention: Jeff Deacon
Managing Director
Email: jdeacon@privatedebt.com

Per:

Name: Jeff Deacon
Title: Managing Partner

Per:

Name:
Title:

IN WITNESS WHEREOF this Agreement has been executed and delivered by the parties hereto under the hands of their proper officers duly authorized in that behalf.

Address for Notice

Home Solutions Corporation
11550 40 Street S.E.
Calgary, Alberta T2Z 4V6

**HOME SOLUTIONS CORPORATION, as
Borrower**

Attention: Andrew Davidson
Email: adavidson@simplespaces.ca

Per: _____
Name: _____
Title: _____

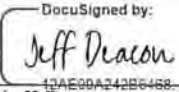
Per: _____
Name: _____
Title: _____

Address for Notice

Private Debt Partners
20 Bay Street, 11th Floor
Toronto, Ontario M5J 2N8

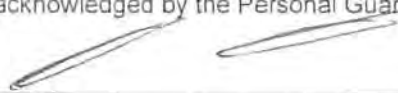
**PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC., d.b.a.
PRIVATE DEBT PARTNERS, as Lender**

Attention: Jeff Deacon
Managing Director
Email: jdeacon@privatedebt.com

Per:  _____
Name: Jeff Deacon
Title: Managing Partner

Per: _____
Name: _____
Title: _____

As acknowledged by the Personal Guarantor party hereto:



Witness



Name: Andrew Davidson

As acknowledged by the Limited Recourse Guarantor party hereto:

Address for Notice

2087212 Alberta Ltd.
11550 40 Street S.E.
Calgary, Alberta T2Z 4V6

Attention: Andrew Davidson
Email: adavidson@simplespaces.ca

2087212 ALBERTA LTD., as Limited
Recourse Guarantor

Per: 

Name:

Title: *President*

Per: _____

Name:

Title:

SCHEDULE "A" attached to and forming part of the Credit Agreement made as of January 11, 2022 among Home Solutions Corporation, as borrower and Private Debt Partners Senior Opportunities Fund GP Inc., d.b.a. Private Debt Partners, as lender

COMPLIANCE CERTIFICATE

TO: PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC., d.b.a.
PRIVATE DEBT PARTNERS, as Lender

FROM: HOME SOLUTIONS CORPORATION, as Borrower

DATE:

I, _____, the [insert title] of the Borrower, hereby certify in such capacity and not in my personal capacity that as of _____ [insert date]:

1. I am familiar with and have examined the provisions of the credit agreement made as of January 11, 2022, among Home Solutions Corporation (the "**Borrower**"), as borrower and Private Debt Partners Senior Opportunities Fund GP Inc., d.b.a. Private Debt Partners, as lender (the "**Lender**") as amended, supplemented, restated or replaced from time to time (the "**Credit Agreement**"). Capitalized terms used and not defined in this certificate have the meanings specified in the Credit Agreement.
2. The representations and warranties contained in the Credit Agreement and each of the other Credit Documents are true and accurate in all Material respects as of the date hereof.
3. No event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default.
4. All of the terms, covenants and conditions of the Credit Agreement and each of the other Credit Documents to be performed or complied with by the Credit Parties at or prior to the date hereof have been performed or complied with in all Material respects.
5. The Borrower hereby certifies as follows: **[NTD: To be included for applicable reporting periods only.]**
 - (a) for the time period ending _____, the Debt Service Coverage Ratio was _____ to 1; and
 - (b) for the time period ending _____, the ratio of Total Senior Debt to EBITDA was _____ to 1.

The calculations of the ratios set out above are attached as Exhibit I to this Compliance Certificate.

[Signature page follows]

THIS COMPLIANCE CERTIFICATE IS DATED this _____ day of _____,
20____.

HOME SOLUTIONS CORPORATION, as
Borrower

Per: _____
Name:
Title:

Per: _____
Name:
Title:

EXHIBIT I TO COMPLIANCE CERTIFICATE
CALCULATION OF FINANCIAL COVENANT RATIOS

See attached.

SCHEDULE "B" attached to and forming part of the Credit Agreement made as of January 11, 2022 among Home Solutions Corporation, as borrower and Private Debt Partners Senior Opportunities Fund GP Inc., d.b.a. Private Debt Partners, as lender

DISCLOSURE SCHEDULE

Legal Names and Corporate Information

Legal Name	Type of Entity	Organizational/ Incorporation Number	Jurisdiction of Incorporation/ Amalgamation	Provinces Where Qualified to do Business / Extra- provincially registered
Home Solutions Corporation	Corporation	2021634528	Alberta	Nil
2087212 Alberta Ltd.	Corporation	2020872129	Alberta	Nil

Prior Names or Other Names

Credit Party/Subsidiary	Prior Name or Other Name	Date of Change or Adoption
Home Solutions Corporation	Other Names: Simple Spaces (TN16459166) Simple Urban (TN19452911) Prior Names: Simple Spaces (Edmonton) Ltd. 2133892 Alberta Ltd. 2083712 Alberta Ltd. 2083725 Alberta Ltd.	Amalgamation predecessor (May 1, 2020) Amalgamation predecessor (January 7, 2019) Amalgamation predecessor (January 1, 2019)
2087212 Alberta Ltd.	N/A	N/A

Personal Guarantor Information

Name	Birth Date	Address
Andrew L Davidson	1979-Sep-25	25 Walden Pk SE Calgary, AB T2X 0Z1

Equity Interests of Borrower

Record Owner of Equity Interest	Certificate No.	Percentage of Total Equity Interest	Number/Class of Shares or Units
2087212 Alberta Ltd.	C-1	79%	790 Class C Common Shares

Organizational Chart

See attached as Exhibit "B-1".

Chief Executive Offices, and Other Locations

Chief Executive Office and Principle Place of Business

Credit Party/Subsidiary	Address	Province
Home Solutions Corporation	11550 40 Street S.E. Calgary, Alberta T2Z 4V6	AB
2087212 Alberta Ltd.	11550 40 Street S.E. Calgary, Alberta T2Z 4V6	AB

Other Locations (Registered Office/Location of Records)

Credit Party/Subsidiary	Location Description	Address	Province
Home Solutions Corporation	Registered Office, Place of Records	11550 40 Street S.E. Calgary, Alberta T2Z 4V6	AB
2087212 Alberta Ltd.	Registered Office, Place of Records	11550 40 Street S.E. Calgary, Alberta T2Z 4V6	AB

Owned Real Property and Leased Premises of Borrower

Owned Real Property

Nil.

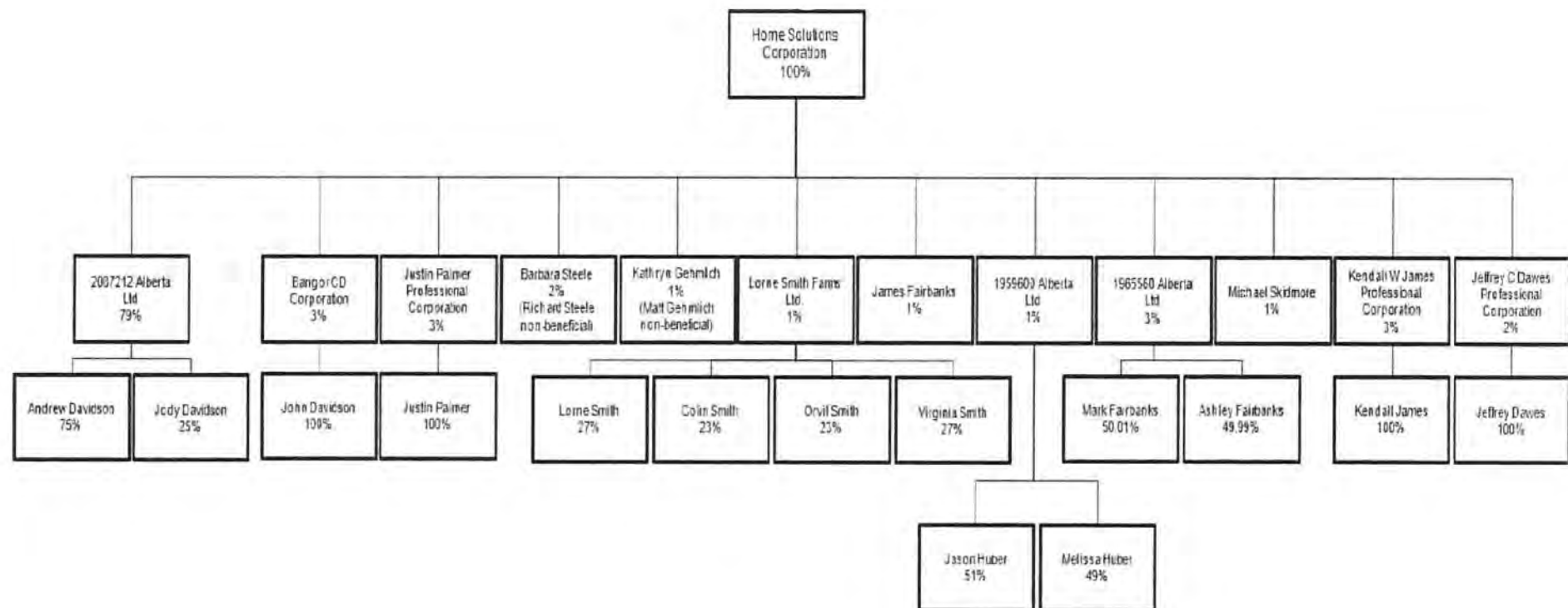
Leased Real Property

See above "Chief Executive Offices, and Other Locations".

Exhibit "B-1"

Organizational Chart

See attached.



SCHEDULE "C" attached to and forming part of the Credit Agreement made as of January 11, 2022 among Home Solutions Corporation, as borrower and Private Debt Partners Senior Opportunities Fund GP Inc., d.b.a. Private Debt Partners, as lender

MATERIAL CONTRACTS

1. Convertible Debentures issued to Gemstone Lights Calgary Ltd. and 3M Holdings Ltd. by the Borrower dated November 29, 2021.
2. Promissory note dated November 21, 2021 in favour of S. Nielsen Family Trust, in the principal amount of \$875,000.00, and a promissory note dated November 21, 2021 in favour of W. Sonogo Family Trust in the principal amount of \$875,000.00, pursuant to a share purchase agreement dated September 6, 2018, as amended by a waiver and amending agreement dated November 29, 2021 (as may be further amended).

SCHEDULE "D" attached to and forming part of the Credit Agreement made as of January 11, 2022 among Home Solutions Corporation, as borrower and Private Debt Partners Senior Opportunities Fund GP Inc., d.b.a. Private Debt Partners, as lender

AMORTIZATION AND PAYMENT SCHEDULE

See attached.

Amortization Schedule

Home Solutions Corporation

Schedule Parameters					
Principal Amount	\$9,135,000.00	Term (Y)	3.0	Annual Payment	\$1,845,411.24
Interest Rate	10.450%	Term Payments	36		
Blended Payment	\$153,784.27	Amortization (Y)	7.0		
Valuation Date	1-Feb-22	Am Months	84		

Amortization Schedule

MODIFIED DURATION CALCULATION

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	PV	PVMths.	\$ Years
0	1-Feb-22	0.00	0.00	0.00	9,135,000.00	\$0.00	\$ -	
1	1-Mar-22	79,550.63	79,550.63		9,135,000.00	\$78,863.86	\$ 78,863.86	\$ -
2	1-Apr-22	79,550.63	79,550.63		9,135,000.00	\$78,183.01	\$ 156,366.03	\$ -
3	1-May-22	79,550.63	79,550.63		9,135,000.00	\$77,508.05	\$ 232,524.14	\$ -
4	1-Jun-22	79,550.63	79,550.63		9,135,000.00	\$76,838.91	\$ 307,355.64	\$ -
5	1-Jul-22	79,550.63	79,550.63		9,135,000.00	\$76,175.55	\$ 380,877.73	\$ -
6	1-Aug-22	79,550.63	79,550.63		9,135,000.00	\$75,517.91	\$ 453,107.47	\$ -
7	1-Sep-22	79,550.63	79,550.63		9,135,000.00	\$74,865.95	\$ 524,061.68	\$ -
8	1-Oct-22	79,550.63	79,550.63		9,135,000.00	\$74,219.62	\$ 593,757.00	\$ -
9	1-Nov-22	79,550.63	79,550.63		9,135,000.00	\$73,578.88	\$ 662,209.88	\$ -
10	1-Dec-22	153,784.27	79,550.63	74,233.64	9,060,766.36	\$141,011.92	\$ 1,410,119.21	\$ 742,336.40
11	1-Jan-23	153,784.27	78,904.17	74,880.10	8,985,886.26	\$139,794.54	\$ 1,537,739.98	\$ 823,681.10
12	1-Feb-23	153,784.27	78,252.09	75,532.18	8,910,354.08	\$138,587.68	\$ 1,663,052.11	\$ 906,386.16
13	1-Mar-23	153,784.27	77,594.33	76,189.94	8,834,164.14	\$137,391.23	\$ 1,786,085.95	\$ 990,469.22
14	1-Apr-23	153,784.27	76,930.85	76,853.42	8,757,310.72	\$136,205.11	\$ 1,906,871.51	\$ 1,075,947.88
15	1-May-23	153,784.27	76,261.58	77,522.69	8,679,788.03	\$135,029.23	\$ 2,025,438.42	\$ 1,162,840.35
16	1-Jun-23	153,784.27	75,586.49	78,197.78	8,601,590.25	\$133,863.50	\$ 2,141,816.00	\$ 1,251,164.48
17	1-Jul-23	153,784.27	74,905.52	78,878.75	8,522,711.50	\$132,707.84	\$ 2,256,033.21	\$ 1,340,938.75
18	1-Aug-23	153,784.27	74,218.61	79,565.66	8,443,145.84	\$131,562.15	\$ 2,368,118.68	\$ 1,432,181.88
19	1-Sep-23	153,784.27	73,525.73	80,258.54	8,362,887.30	\$130,426.35	\$ 2,478,100.70	\$ 1,524,912.26

Amortization Schedule

Home Solutions Corporation

Schedule Parameters					
Principal Amount	\$9,135,000.00	Term (Y)	3.0	Annual Payment	\$1,845,411.24
Interest Rate	10.450%	Term Payments	36		
Blended Payment	\$153,784.27	Amortization (Y)	7.0		
Valuation Date	1-Feb-22	Am Months	84		

Amortization Schedule								
MODIFIED DURATION CALCULATION								
Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	PV	PVMths.	\$ Years
20	1-Oct-23	153,784.27	72,826.81	80,957.46	8,281,929.84	\$129,300.36	\$ 2,586,007.24	\$ 1,619,149.20
21	1-Nov-23	153,784.27	72,121.81	81,662.46	8,200,267.38	\$128,184.09	\$ 2,691,865.94	\$ 1,714,911.66
22	1-Dec-23	153,784.27	71,410.66	82,373.61	8,117,893.77	\$127,077.46	\$ 2,795,704.11	\$ 1,812,219.42
23	1-Jan-24	153,784.27	70,693.32	83,090.95	8,034,802.82	\$125,980.38	\$ 2,897,548.75	\$ 1,911,091.85
24	1-Feb-24	153,784.27	69,969.74	83,814.53	7,950,988.29	\$124,892.77	\$ 2,997,426.54	\$ 2,011,548.72
25	1-Mar-24	153,784.27	69,239.86	84,544.41	7,866,443.88	\$123,814.55	\$ 3,095,363.85	\$ 2,113,610.25
26	1-Apr-24	153,784.27	68,503.62	85,280.65	7,781,163.23	\$122,745.64	\$ 3,191,386.74	\$ 2,217,296.90
27	1-May-24	153,784.27	67,760.96	86,023.31	7,695,139.92	\$121,685.96	\$ 3,285,520.98	\$ 2,322,629.37
28	1-Jun-24	153,784.27	67,011.84	86,772.43	7,608,367.49	\$120,635.43	\$ 3,377,792.00	\$ 2,429,628.04
29	1-Jul-24	153,784.27	66,256.20	87,528.07	7,520,839.42	\$119,593.96	\$ 3,468,224.97	\$ 2,538,314.03
30	1-Aug-24	153,784.27	65,493.98	88,290.29	7,432,549.13	\$118,561.49	\$ 3,556,844.74	\$ 2,648,708.70
31	1-Sep-24	153,784.27	64,725.12	89,059.15	7,343,489.98	\$117,537.93	\$ 3,643,675.89	\$ 2,760,833.65

Amortization Schedule

Home Solutions Corporation

Schedule Parameters					
Principal Amount	\$9,135,000.00	Term (Y)	3.0	Annual Payment	\$1,845,411.24
Interest Rate	10.450%	Term Payments	36		
Blended Payment	\$153,784.27	Amortization (Y)	7.0		
Valuation Date	1-Feb-22	Am Months	84		

Amortization Schedule

MODIFIED DURATION CALCULATION

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	PV	PVMths.	\$ Years
32	1-Oct-24	153,784.27	63,949.56	89,834.71	7,253,655.27	\$116,523.21	\$ 3,728,742.69	\$ 2,874,710.72
33	1-Nov-24	153,784.27	63,167.25	90,617.02	7,163,038.25	\$115,517.25	\$ 3,812,069.13	\$ 2,990,361.66
34	1-Dec-24	153,784.27	62,378.12	91,406.15	7,071,632.10	\$114,519.97	\$ 3,893,678.92	\$ 3,107,809.10
35	1-Jan-25	153,784.27	61,582.13	92,202.14	6,979,429.96	\$113,531.30	\$ 3,973,595.49	\$ 3,227,074.90
36	1-Feb-25	7,040,209.16	60,779.20	6,979,429.96	0.00	\$5,152,567.00	\$ 185,492,412.14	\$ 251,259,478.56
37	1-Mar-25	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
38	1-Apr-25	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
39	1-May-25	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
40	1-Jun-25	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
41	1-Jul-25	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
42	1-Aug-25	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
43	1-Sep-25	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
44	1-Oct-25	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
45	1-Nov-25	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
46	1-Dec-25	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
47	1-Jan-26	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
48	1-Feb-26	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
49	1-Mar-26	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
50	1-Apr-26	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -
51	1-May-26	0.00	0.00	0.00	0.00	\$0.00	\$ -	\$ -

Amortization Schedule

Home Solutions Corporation

Schedule Parameters					
Principal Amount	\$9,135,000.00	Term (Y)	3.0	Annual Payment	\$1,845,411.24
Interest Rate	10.450%	Term Payments	36		
Blended Payment	\$153,784.27	Amortization (Y)	7.0		
Valuation Date	1-Feb-22	Am Months	84		

Amortization Schedule									
MODIFIED DURATION CALCULATION									
Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	PV	PVMths.		
								\$	Years
52	1-Jun-26	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
53	1-Jul-26	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
54	1-Aug-26	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
55	1-Sep-26	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
56	1-Oct-26	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
57	1-Nov-26	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
58	1-Dec-26	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
59	1-Jan-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
60	1-Feb-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
61	1-Mar-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
62	1-Apr-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
63	1-May-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
64	1-Jun-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
65	1-Jul-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
66	1-Aug-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
67	1-Sep-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
68	1-Oct-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
69	1-Nov-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
70	1-Dec-27	0.00	0.00	0.00	0.00	\$0.00	\$	-	-
71	1-Jan-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	-

Amortization Schedule

Home Solutions Corporation

Schedule Parameters					
Principal Amount	\$9,135,000.00	Term (Y)	3.0	Annual Payment	\$1,845,411.24
Interest Rate	10.450%	Term Payments	36		
Blended Payment	\$153,784.27	Amortization (Y)	7.0		
Valuation Date	1-Feb-22	Am Months	84		

Amortization Schedule									
MODIFIED DURATION CALCULATION									
Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	PV	PVMths.		\$ Years
72	1-Feb-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
73	1-Mar-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
74	1-Apr-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
75	1-May-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
76	1-Jun-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
77	1-Jul-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
78	1-Aug-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
79	1-Sep-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
80	1-Oct-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
81	1-Nov-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
82	1-Dec-28	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
83	1-Jan-29	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -
84	1-Feb-29	0.00	0.00	0.00	0.00	\$0.00	\$	-	\$ -

Home Solutions Corporation

Schedule Parameters					
Principal Amount	\$9,135,000.00	Term (Y)	3.0	Annual Payment	\$1,845,411.24
Interest Rate	10.450%	Term Payments	36		
Blended Payment	\$153,784.27	Amortization (Y)	7.0		
Valuation Date	1-Feb-22	Am Months	84		

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	Amortization Schedule		
						MODIFIED DURATION CALCULATION		
						PV	PVMths.	\$ Years
							\$ 261,450,359.28	\$ 300,810,235.21
							28.62	
						Duration	2.39	
						Modified Duration	2.36	
						Average Term	2.74	

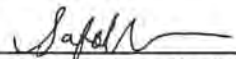
SCHEDULE "E" attached to and forming part of the Credit Agreement made as of January 11, 2022 among Home Solutions Corporation, as borrower and Private Debt Partners Senior Opportunities Fund GP Inc., d.b.a. Private Debt Partners, as lender

CURRENT EQUIPMENT LEASES

See attached.

Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.

This is Exhibit "C" to the Affidavit of
Jeffrey Deacon sworn before me on
June 20, 2022.


A Commissioner for taking affidavits
in the Province of Ontario

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made effective as of the 11 day of January, 2022.

TO: PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC. d.b.a
PRIVATE DEBT PARTNERS (and together with its successors, affiliates and
assigns, the "Lender")

GRANTED BY: HOME SOLUTIONS CORPORATION, a body corporate duly formed by
amalgamation under the laws of the Province of Alberta (the "Grantor")

RECITALS:

- A. The Lender has established certain credit facilities in favour of the Grantor pursuant to a credit agreement dated as of the date hereof among, *inter alios*, the Lender, as lender, and the Grantor, as borrower (as same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement"); and
- B. As security for the fulfilment of the Grantor's obligations under the Credit Documents (as hereinafter defined), the Grantor has agreed to grant a security interest in its present and after acquired personal property in favour of the Lender.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

Unless the context otherwise requires or unless otherwise specified, all the terms used in this Agreement without initial capitals which are defined in the *Personal Property Security Act* (Alberta) (the "PPSA") have the same meanings in this Agreement as in the PPSA.

1.2 Definitions

The following words and terms have the meanings set out below:

"Account Borrower" means any Person who becomes obligated to the Grantor under, with respect to, or on account of, an Account Receivable;

"Accounts Receivable" means all "accounts", as such term is defined in the PPSA, now or in the future owned by the Grantor, and includes without limitation, all accounts receivable, other receivables, book debts, claims and other forms of monetary obligation not evidenced by chattel paper or an instrument now or in the future owned, received or acquired by, or belonging or owing to, the Grantor, whether arising out of goods sold or services rendered by it, or from any other transaction, and "Account Receivable" means any one of them;

"Agreement" means this General Security Agreement and all schedules hereto, as amended, supplemented or restated from time to time; and the expressions "Article" and "Section" followed by a number mean and refer to the specified Article or Section of this Agreement;

"Business Day" means any day of the year other than a Saturday or Sunday or other day on which the Lender are required or authorized to close in Calgary, Alberta;

"Chattel Paper" means all or any part of any present or future interest of the Grantor in chattel paper;

"Contracts" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, whether written or unwritten, to which the Grantor is now or subsequently becomes a party or has a benefit or right, or in which the Grantor now or subsequently has an interest;

"Credit Agreement" has the meaning specified in the recitals to this Agreement;

"Credit Documents" means the Credit Agreement, and any security document granted in relation to the Credit Agreement, all certificates, instruments, agreements, offset agreements or other documents entered into under or in connection with any cash management services or hedging facilities and all other documents to be executed and delivered to the Lender by the Grantor or any other Person in connection with the credit facilities set out in or contemplated by the Credit Agreement, and, in each case, any amendments, restatements, supplements or other modifications to any such agreements and documents at any time and from time to time, and **"Credit Document"** means any one of the Credit Documents;

"Declared Default" means the occurrence and continuance of a Default which has resulted in (i) a notice being served by the Lender accelerating the obligations under the Credit Documents, or (ii) the occurrence of any automatic acceleration of the obligations under the Credit Documents;

"Default" means an event of default pursuant to the Credit Agreement;

"Documents of Title" means all or any part of any documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Grantor now or subsequently has an interest;

"Equipment" means all equipment in which the Grantor now or subsequently has an interest including, without limitation, all tools, apparatus, fixtures, plant, machinery and furniture;

"Governmental Authority" means the government of Canada or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central Lender or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, and includes a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency;

"Instruments" means all or any part of any letters of credit, advices of credit and other instruments in which the Grantor now or subsequently has an interest;

"Intangibles" means all intangibles and intangible property of whatever kind in which the Grantor now or subsequently has an interest, including, without limitation, all of the Grantor's rights under Contracts, Intellectual Property Rights, Technical Information and permits;

"Intellectual Property Rights" means all trade-marks, trade-names, brands, trade dress, business names, uniform resource locators, domain names, tag lines, designs, graphics, logos and other commercial symbols and indicia of origin, goodwill, patents and inventions, copyrights, industrial designs, and other intellectual property rights, whether registered or not or the subject of a pending application for registration, owned by the Grantor;

"Inventory" means all inventory, including without limitation, raw materials, works-in-progress, finished goods and by-products, spare parts, operating supplies, packing, shipping and packaging materials of or relating to the business of the Grantor;

"Investment Property" means all investment property of whatever kind in which the Grantor now or subsequently has an interest, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts, futures accounts and futures contracts;

"Lien" means, with respect to any Person, any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of any particular asset that

is prior to the right of any other creditor in respect of such property, and includes the right of a lessor relative to a capitalized lease obligation. Solely for the purposes of determining whether a Lien exists for the purposes hereof, a Person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale or capital lease or other title retention agreement and any lease in nature thereof (excluding, for the avoidance of doubt, operating leases as determined in accordance with GAAP) and such retention of title by another Person shall constitute a Lien;

"Money" means all or any part of any money in which the Grantor now or subsequently has an interest;

"Obligations" means all present and future moneys, debts, obligations and liabilities due, owing or incurred by the Grantor under or in connection with any Credit Document (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise, and including, for greater certainty, all interest, principal, costs, fees and reimbursement and indemnity obligations);

"Permitted Lien" means:

- (a) Liens granted to pursuant to the Credit Documents;
- (b) Liens not related to the borrowing of money, incurred or arising by operation of law or in the ordinary course of business or incidental to the ownership of assets;
- (c) Liens for taxes, rates, assessments and other governmental charges or levies not yet due, or for which installments have been paid based on reasonable estimates, or if due, the validity of which is being contested by appropriate proceedings;
- (d) reservations, limitations, provisos and conditions expressed in any original grant from the Crown or other grant of real or immovable property, or interests therein, which do not materially affect the use of the affected land for the purpose for which it is used by the Grantor;
- (e) Permits (including, without limiting the generality of the foregoing, in the nature of easements for sidewalks, public ways, sewers, drains, gas, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables) and zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, regional, state, municipal and other Governmental Authorities, which will not materially impair the use of the affected land for the purpose for which it is used by the Grantor;
- (f) title defects, encroachments or irregularities which are of a minor nature and which in the aggregate will not materially impair the use of the affected property for the purpose for which it is used by the Grantor;
- (g) pledges or deposits (or Liens on segregated deposits established for such purposes) in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security or social insurance legislation or other similar obligations;
- (h) Liens given to a public utility or any Governmental Authority when required by such utility or Governmental Authority in connection with the operations of the Grantor in the ordinary course of its business;
- (i) deposits (or liens on segregated deposits established for such purposes) to secure performance of bids, tenders, trade contracts and leases, statutory obligations, surety and appeal bonds;
- (j) with respect to any leasehold interest in real property, Liens on the fee or other superior title interest in which such leasehold interest is subject;

- (k) Liens in favour of customs, revenue and taxation authorities arising by operation of law; and
- (l) Liens expressly consented to in writing by the Lender, including, without limitation, any Liens granted pursuant to the Operating Lender Credit Facility (as such term is defined in the Credit Agreement).

"**Person**" includes any person, firm, company, corporation, government, Governmental Authority, joint venture, association, trust or partnership (whether or not having separate legal personality) or other entity;

"**Places of Business**" means the Grantor's places of business and location of assets specified in Section 3.1(b), and "Place of Business" means any one of them;

"**Proceeds**" means all proceeds and personal property in any form derived directly or indirectly from any dealing with all or any part of the Secured Property and any insurance or payment that indemnifies or compensates for such property lost, damaged or destroyed, and proceeds of proceeds and any part of any such proceeds;

"**Real Property**" means all real, immoveable and leasehold property, including both surface and minerals, and all easements, rights-of-way, privileges, benefits, licences, improvements and rights, including without limitation, all rights to extract minerals under license or lease, whether connected therewith or appurtenant thereto or separately owned or held, including without limitation, all structures, plant and other fixtures now owned or hereafter owned or acquired by or on behalf of the Grantor;

"**Secured Property**" means all of the Grantor's undertaking, property and assets, now owned or subsequently acquired, including, without limitation, all personal property, Accounts Receivable, Chattel Paper, Contracts, Documents of Title, Equipment, Intangibles, Instruments, Inventory, Money, securities, Investment Property, Real Property and Proceeds, together with all increases, additions and accessions to any of them, and all substitutions or any replacements of any of them;

"**Security Interest**" means the security interests granted under Section 2.1;

"**Technical Information**" means all know-how and information owned by or licensed to any Grantor, confidential or otherwise, including, without limitation, any information of a scientific, technical, financial or business nature regardless of its form.

1.3 Certain Rules of Interpretation In this Agreement:

- (a) *Governing Law* - This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.
- (b) *Readings* - The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
- (c) *No Strict Construction* - The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.
- (d) *Number and Gender* - Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (e) *Statutory References* - Unless otherwise stated, any reference in this Agreement to any act or statute or section thereof shall be deemed to be a reference to such act or statute or section, as amended, restated or replaced from time to time.

- (f) *Time* - Time is of the essence in the performance of the parties' respective obligations.
- (g) *Entire Agreement* – This Agreement and all attachments hereto, the security and any other written agreement delivered pursuant to or referred to in this Agreement constitute the entire agreement among the parties with respect to the subject matter set forth herein or therein and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter thereof.
- (h) *Non-Merger* – The representations, warranties and covenants contained in this Agreement and in any other credit document shall not merge the closing and the advances of the facility shall, survive and continue in full force and effect. In the event of any conflict or inconsistency between any provision of this Agreement and any of the other credit documents the Lender shall decide in its sole discretion which shall prevail.
- (i) *Joint and Several* - Where more than one person is liable as a Grantor for any obligation under this Agreement, the liability of each person for such person.
- (j) *Survival of Representations and Warranties* – The representations and warranties contained herein or made pursuant to this Agreement and all other security documents shall survive until the termination of this Agreement.

ARTICLE 2 SECURITY INTERESTS

2.1 Security Interest

As continuing security for the repayment and the performance of each of the Obligations, the Grantor hereby grants, mortgages and charges to the Lender, a continuing security interest in, and a security interest is taken in, all of the Grantor's present and after acquired personal property, including, without limitation, all assets, rights and undertaking of every nature and kind, now owned or subsequently owned or acquired and at any time and from time to time existing or in which the Grantor has or acquires an interest, wherever situate, including, without limitation, all of the Secured Property.

2.2 Fixed Nature of Security Interests

The Security Interest is intended to operate as a fixed and specific charge of all of the Secured Property (other than the Real Property which is mortgaged and charged by way of a floating charge) presently existing, and with respect to all future Secured Property, to operate as a fixed and specific charge of such future Secured Property.

2.3 Attachment

The Grantor acknowledges that value has been given. The Security Interest is intended to attach, as to all of the Secured Property in which the Grantor now has rights, upon the execution by the Grantor of this Agreement. In respect of future Secured Property, the time for attachment will be the time at which the Grantor acquires rights in the Secured Property or power to transfer rights in the Secured Property to the Lender.

2.4 Leases

The last day of any term reserved by any lease, written or unwritten, or any agreement to lease, now held or subsequently acquired by the Grantor is excepted out of the Security Interests. As further security for the payment of the Obligations, the Grantor agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Lender for the purpose of this Agreement. The Grantor shall assign and dispose of the same in such manner as the Lender may from time to time direct in writing without cost or expense to the Lender. Upon any sale, assignment, sublease or other disposition of such lease or agreement to lease, the Lender shall, for the purpose of vesting the residue of any such term in

any purchaser, sublessee or such other acquirer of the lease, agreement to lease or any interest in any of them, be entitled by written agreement to assign to such other person, the residue of any such term in place of the Grantor and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.5 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any contract, agreement, license, franchise, permit or quota which by its provisions or by law is not assignable or which requires the consent of a third party to its assignment unless such consent has been obtained. In each such case, the Grantor shall, promptly, upon written request by the Lender, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the Lender to any third party as a result of the exercise by the Lender of remedies after demand. Upon such consent being obtained or waived, this Agreement shall apply to the applicable contract, agreement, license, franchise, permit or quota without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to assignment is obtained as provided above, the Grantor shall, to the extent it may do so at law or pursuant to the provisions of the contract or interest in question hold all benefit to be derived from such contracts, agreements, licenses, permits or quotas in trust for the Lender (including, without limitation, the Grantor's beneficial interest in any contract or agreement which may be held in trust for the Grantor by a third party), as additional security for payment of Obligations and shall deliver up all such benefit to the Lender, promptly upon demand by the Lender.

ARTICLE 3 GRANTOR'S REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties

The Grantor represents and warrants to the Lender, the matters set out below:

- (a) *No Other Corporate Names or Styles* - The Grantor does not carry on business under or use any name or style other than the name(s) specified in Schedule 3.1 including, without limitation, any names in the French language.
- (b) *Place of Business of Grantor* - The Grantor's Places of Business and chief executive office are set out in Schedule 3.1.
- (c) *Reliance and Survival* - All representations and warranties of the Grantor made in this Agreement or in any certificate or other document delivered by or on behalf of the Grantor to or for the benefit of the Lender are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect. The Lender shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Lender at any time.
- (d) *Due Authorization* - This Agreement has been duly authorized by all necessary corporate action of the Grantor and constitutes a valid and legally binding obligation of the Grantor, enforceable against it in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, moratorium, and other similar laws affecting creditors' rights generally and except that specific performance, injunctions and other equitable remedies may be granted only in the discretion of the court. The making and performance of this Agreement will not result in the breach of, constitute a default under, or result in the creation of any encumbrance or any other rights of others upon any property of the Grantor pursuant to, any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected.

- (e) *Title* – All of the Secured Property is, or when the Grantor acquires any right, title or interest therein, will be, the sole property of the Grantor's, free and clear of all encumbrances and adverse claims except the Permitted Liens.

ARTICLE 4 COVENANTS

4.1 Covenants

The Grantor agrees with the Lender that it will:

- (a) maintain, use and operate the Secured Property so as to preserve and protect the Secured Property and the incomes and profits thereof, ordinary wear and tear excepted;
- (b) keep proper books of account and records, with respect to its business and the Secured Property, in accordance with GAAP and permit a representative of the Lender at any time to inspect, make copies and/or summaries of, and make enquiries and tests for the purpose of verification of, such books of account and records, and any expenses of the Lender incurred in so doing will be added to the Obligations;
- (c) except for the Permitted Liens, keep the Secured Property free and clear of all encumbrances and adverse claims, whether ranking in priority to, *pari passu* with or subsequent to the mortgage, charge and security interest granted by this Agreement;
- (d) immediately notify the Lender of:
 - (i) the details of any claim or litigation affecting the Grantor or the Secured Property, including the right of any Person to go into, collect or seize possession of the Secured Property by means of any legal process;
 - (ii) the details of any material acquisition of Secured Property;
 - (iii) any loss of or damage to Secured Property;
 - (iv) any default by any account debtor;and the Grantor will, at its own expense, defend the Secured Property against any and all such claims;
- (e) upon the request of the Lender, deliver possession of all originals of all negotiable documents, instruments and chattel paper owned or held by it (duly endorsed in blank, if so requested);
- (f) pay all rents, taxes, rates, assessments and other charges lawfully imposed on the Grantor or the Secured Property when the same are due and payable;
- (g) permit a representative of the Lender at any time to inspect the Secured Property and for that purpose to enter the Grantor's premises and any other location where the Secured Property may be situated, and any expenses of the Lender incurred in so doing will be added to the Obligations;
- (h) forthwith reimburse the Lender on demand for all costs and expenses, including receiver's costs and expenses, and including reasonable legal fees and expenses on a full indemnity basis, incurred by the Lender or any receiver in connection with the preparation, execution, delivery, perfection, enforcement of and advice with respect to this Agreement, including those arising in connection with the realization, disposition of, retention, protection or collection of Secured Property, and any such costs and expenses will be added to the Obligations and will bear interest from the date such costs and

expenses are incurred to the date paid, at the interest rate specified for the Obligors in the Credit Agreement, which interest will also be added to the Obligations;

- (i) ensure that the representations and warranties set forth in Section 3.1 hereof will be true and correct at all times; and
- (j) not change its name, amalgamate with another corporation or corporations or change the location of its head office, without the prior written consent of the Lender.

ARTICLE 5 REMEDIES

5.1 Lender's Rights and Remedies

Upon the occurrence, and during the continuance of, a Declared Default, all of the Obligations shall, at the Lender's option and without notice to the Grantor become immediately due and payable and the Security Interest shall become enforceable and the Lender may, in its discretion, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement, (including, without limitation, the signification and collection of the Grantor's Accounts Receivable), or otherwise afforded by law, in equity or otherwise. The Lender shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law and the Lender expressly retains all rights and remedies not inconsistent with the provisions in this Agreement including all the rights they may have under the PPSA. Without limitation, the may, upon the occurrence of any Declared Default which is continuing and to the extent permitted by applicable law:

- (a) *Appointment of Receiver* - Appoint by instrument in writing a receiver (which term shall include a receiver and manager or agent) of the Grantor and of all or any part of the Secured Property and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Lender, with respect to responsibility for its acts, shall, to the extent permitted by applicable law, be deemed the agent of the Grantor and not of the Lender. Where the "Lender" is referred to in this Article the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver;
- (b) *Enter and Repossess* - Immediately and without notice enter the Grantor's premises and repossess, disable or remove the Secured Property;
- (c) *Retain the Secured Property* - Retain and administer the Secured Property in the Lender's sole and unfettered discretion, which discretion the Grantor acknowledges is commercially reasonable;
- (d) *Dispose of the Secured Property* - Dispose of any Secured Property by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Grantor to the extent permitted by law. The Lender may, to the extent permitted by law, at their discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Lender may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Secured Property and may dispose of any Secured Property again without being answerable for any related loss. Any such disposition may take place whether or not the Lender has taken possession of the Secured Property;
- (e) *Foreclosure* - Foreclose upon the Secured Property;

- (f) *Power of Attorney* – The Grantor constitutes and appoints the Lender, or any receiver appointed of the Grantor as provided for in this Agreement, the true and lawful attorney of the Grantor irrevocably with full power of substitution, upon the occurrence and during the continuance of a Declared Default, to do, make and execute all such documents, acts, matters or things with the right to use the name of the Grantor whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Lender or its agent are authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Grantor. The Grantor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration;
- (g) *Collection of Accounts Receivable* - Upon the occurrence, and during the continuance of, a Declared Default, the Lender on its own account or through a receiver, receiver-manager or agent and whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, at any time, to notify and direct Account Borrowers to make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts acquired from any Account Borrowers and any Proceeds as part of the Secured Property. Upon such occurrence and during such continuance, any payments received by the Grantor shall be held by the Grantor in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Grantor and shall, at the request of the Lender be turned over to the Lender not later than the next Business Day following the day of their receipt;
- (h) *Carry on Business* - Carry on or concur in the carrying on of all or any part of the business of the Grantor and may, in any event, to the exclusion of all others, including the Grantor, enter upon, occupy and use all premises of or occupied or used by the Grantor and use any of the personal property (which shall include fixtures) of the Grantor for such time and such purposes as the Lender sees fit. The Lender shall not be liable to the Grantor for any neglect in so doing or in respect of any related rent, costs, charges, depreciation or damages;
- (i) *Payment of Encumbrances* - Pay any encumbrance, lien, claim or charge that may exist or be threatened against the Secured Property, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations;
- (j) *Payment of Deficiency* - If the proceeds of realization are insufficient to pay all monetary Obligations, the Grantor shall forthwith pay or cause to be paid to the Lender any deficiency and the Lender may, subject to applicable law, sue the Grantor to collect the amount of such deficiency; and
- (k) *Dealing with Secured Property* - Subject to applicable law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Secured Property in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Lender advisable and without notice to the Grantor. The Lender may charge on its own behalf and pay to others sums for expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Secured Property and may add all such sums to the Obligations.

5.2 Demand Obligations

The fact that this Agreement provides for default and rights of acceleration shall not derogate from the nature of the Obligations which are payable on demand.

5.3 Assemble the Secured Property

To assist the Lender in the implementation of such rights and remedies, the Grantor will, at its own risk and expense and immediately upon the Lender's request, upon the occurrence and during the continuance of a default, assemble and prepare for removal such items of the Secured Property as are selected by the Lender as shall, in the Lender's sole judgment, have a value sufficient to cover all the Obligations.

5.4 Allocation of proceeds

All monies collected or received by the Lender in respect of the Secured Property may be held by the Lender and may be applied on account of such parts of the Obligations as shall be determined at the sole discretion of the Lender.

5.5 Waivers and Extensions

The Lender may waive default or any breach by the Grantor of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Lender shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Grantor or the rights of the Lender resulting therefrom. Any such waiver must be in writing and signed by the Lender to be effective.

The Lender may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Secured Property to third parties and otherwise deal with the Grantor's guarantors or sureties and others and with the Secured Property and other securities as the Lender may see fit without prejudice to the liability of the Grantor to the Lender, or the Lender's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Lender to the Grantor shall operate as a waiver, alteration or amendment of the rights of the Lender or otherwise preclude the Lender from enforcing such rights.

5.6 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lender under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Lender may be lawfully entitled for such default or breach. Any waiver by the Lender of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either expressly or by course of conduct by the Lender shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any right or remedy of the Lender under this Agreement as a result of any other default or breach under this Agreement.

5.7 Effect of Possession or Receiver

As soon as the Lender takes possession of any Secured Property or appoints a receiver, all powers, functions, rights and privileges of the Grantor and the directors, officers and partners of the Grantor and its general partner, as applicable, with respect to the Secured Property shall cease, unless specifically continued by the written consent of the Lender or the receiver.

5.8 Set-off or Compensation

In addition to and not in limitation of any rights granted now or after the date of this Agreement at law, upon the occurrence and during the continuance of a Declared Default, the Lender may at any time and from time to time without notice to the Grantor (it being expressly waived by the Grantor) set-off and compensate and apply any and all securities accounts, futures accounts, deposits, general or special,

term or demand, provisional or final, matured or unmatured, and any other indebtedness at any time owing by the Lender, or to appropriate any other properties or assets at any time held by the Lender, to or for the credit of or the account of the Grantor, against and on account of the Obligations.

5.9 Limitation of Liability

The Lender shall not be liable or accountable:

- (a) by reason of any entry into or taking possession of all or any of the Secured Property, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which the Lender in possession might be liable; or
- (b) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Secured Property and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Lender, the Grantor or any other person in respect of same.

The Lender shall not by virtue of these presents be deemed to be a mortgagee in possession of the Secured Property. The Grantor releases and discharges the Lender and the receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Grantor or any person claiming through or under the Grantor by reason or as a result of anything done by the Lender or any successor or assign claiming through or under the Lender or the receiver under the provisions of this Agreement unless such claim be the result of dishonesty or gross neglect.

ARTICLE 6 DEALINGS WITH SECURED PROPERTY

6.1 Restrictions on Dealings with Secured Property

Except as expressly provided for in the Credit Agreement, the Grantor agrees that it shall not, without the prior consent in writing of the Lender:

- (a) sell, assign, transfer, exchange, lease, consign or otherwise dispose of any Secured Property;
- (b) move or transfer any of the Secured Property that is not (i) equipment or inventory leased or held for lease by the Grantor to others, and (ii) of a kind that is normally used in more than one jurisdiction to a jurisdiction where the Lender has not registered its security interest in such Secured Property; and
- (c) create, assume or suffer to exist any Lien upon the Secured Property other than Permitted Liens.

No provision hereof shall be construed as a subordination or postponement of the Security Interest to or in favour of any other Lien, whether or not such Lien is a Permitted Lien.

6.2 Permitted Dealings with Secured Property

The Grantor may at any time prior to the occurrence of a Declared Default, so long as such action is permitted under and in accordance with the Credit Agreement without the consent of the Lender:

- (a) make such dispositions as are permitted pursuant to the Credit Agreement or section 7.2 of this Agreement;
- (b) collect Accounts Receivable in the ordinary course of its business;

- (c) use Money available to the Grantor; and
- (d) sell or consume Inventory in the ordinary course of its business.

ARTICLE 7 RIGHTS & OBLIGATIONS OF THE PARTIES

7.1 Insurance

The Grantor will cause the Secured Property to be insured for its full insurable value against fire, theft and all other risks against which a prudent administrator would ensure it. The Lender is hereby designated as the beneficiary of the indemnities payable under the policies in respect of the Secured Property and the Grantor will cause such designation to be inscribed in the policies. The Grantor may not revoke such designation without the prior written consent of the Lender. The Grantor will deliver a copy of each policy to the Lender and at least 15 days prior to the expiry date of a policy, the Grantor will deliver to the Lender evidence of the renewal thereof. Should the Grantor fail to comply with the requirements of this Section 7.1, the Lender may cause the Secured Property to be insured for such amount as it sees fit, without being bound to do so, and in such case the premiums paid by the Lender will be added to the Obligations.

7.2 Dealings in the Ordinary Course

- (a) Until the occurrence of an Event of Default, the Grantor may dispose of the Secured Property in the ordinary course of its business and for the purpose of carrying on such business; and
- (b) except as set out in Section 7.2(a) above, the Grantor will not sell, lease or otherwise dispose of, or release or abandon possession of, any Secured Property.

7.3 Payment Notification; Proceeds Held in Trust

Upon the occurrence of a Declared Default:

- (a) the Lender may notify any parties obligated on any of the Secured Property to make payment to the Lender of any amounts due thereunder; and
- (b) any payment or other proceeds received by the Grantor from any party obligated on any of the Secured Property will be received by the Grantor in trust for the Lender, must be segregated from other property of the Grantor, and must be paid over or delivered to the Lender.

7.4 Performance of Duties

Notwithstanding any provision of this Agreement, the Grantor will remain liable to observe and perform all obligations under or relating to any of the Secured Property, and the Lender will have no such obligations. Upon the Grantor's failure to perform any of its duties hereunder or with respect to the Secured Property, the Lender may, but will not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the costs and expenses incurred by the Lender in so doing will be added to the Obligations.

ARTICLE 8 GENERAL

8.1 Expenses

The Grantor shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisors, with legal fees and disbursements paid on a solicitor and own client basis) incurred by the

Lender in connection with the negotiation, preparation and execution of this Agreement and the perfection, protection of and enforcement under this Agreement, advice with respect to this Agreement, and those arising in connection with the realization, disposition, retention, protection or collection of any Secured Property and the protection or enforcement of the rights, remedies and powers of the Lender or any receiver and those incurred for registration of any financing statement registered in connection with the Security Interests. All amounts for which the Grantor is required under this Agreement to reimburse the Lender or any receiver shall, from the date of disbursement until the date the Lender or the receiver receives reimbursement, be deemed advanced to the Grantor by the Lender, shall be deemed to be Obligations secured hereby and shall bear interest at the highest rate per annum charged by the Lender on any of the other Obligations.

In particular, the Grantor agrees to indemnify and save the Lender harmless from all legal fees and disbursements (on a solicitor and own client basis) incurred by the Lender in connection with any enforcement of rights and remedies under this Agreement. This indemnity is independent of and in addition to any right which the Lender may have to seek recovery of costs in any litigation which results in respect of this Agreement and is intended to ensure that the Lender are fully reimbursed for one-hundred percent (100%) of the fees and disbursements which may be incurred as by it and its legal counsel.

8.2 Notices

Any notice, direction or other communication required or contemplated by any provision of this Agreement (a "Notice") will be given in accordance with the Credit Agreement.

8.3 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the Lender and the party or parties to be bound. To be effective, any waiver by the Lender of any provision of this Agreement or the Lender's rights or remedies shall be in writing and signed by the Lender. Any waiver shall extend only to the particular circumstances described in the waiver.

8.4 Enurement

This Agreement shall be binding on the Grantor, and its successors (including any successor by reason of amalgamation), and permitted assigns and enure to the benefit of the Lender and its successors (including any successor by reason of amalgamation) and assigns.

8.5 Attornment

The Grantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province of Alberta, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and the Grantor irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. The Grantor agrees that a final, non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Nothing in this Agreement or in any other Credit Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document against the Grantor or its properties in the courts of any jurisdiction.

The Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court of competent jurisdiction of the Province of Alberta of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

8.6 Further Assurances

The Grantor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Lender as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

8.7 Execution and Delivery

This Agreement may be executed and delivered by facsimile, email or other electronic transmission. The Grantor acknowledges receiving a copy of this Agreement, and further agrees that a carbon, photographic, photostatic, PDF, or other reproduction of this Agreement or of a financing statement will be sufficient for delivery purposes.

8.8 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

8.9 Security Interests Effective Immediately

Neither the execution of, nor any filing with respect to, this Agreement shall obligate the Lender to make any advance or loan or further advance, or bind the Lender to grant or extend any credit to the Grantor.

8.10 Statutory Waivers

To the fullest extent permitted by law, the Grantor waives all of the rights, benefits and protections given by the provisions of any existing or future statute which imposes limitations upon the powers, rights or remedies of the Lender or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute.

8.11 Reasonableness

The Grantor acknowledges that the provisions of this Agreement and, in particular, those respecting rights, remedies and powers of the Lender and any receiver against the Grantor, its business and any Secured Property upon the occurrence of a Declared Default, are commercially reasonable and not manifestly unreasonable.

8.12 Discharge

This Agreement will not be satisfied or discharged, in whole or in part, by any intermediate payment of all or part of the Obligations and will operate as a continuing security interest for a current, running or revolving account or credit facility or similar account or facility. This Agreement and the mortgage, charge and security interest granted hereby, will only be discharged upon receipt by the Grantor of an express written discharge executed by the Lender.

8.13 Copy of Financing Statements

The Grantor hereby waives any and all rights the Grantor has or may have to receive a copy of any financing statement or financing change statement filed by or for the Lender or any verification statement in respect thereof.

8.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of a copy of an executed signature page of this Agreement by facsimile transmission or by e-mail in pdf format shall be effective as delivery of a manually executed counterpart thereof.

[Remainder of page intentionally left blank.]

IN WITNESS OF WHICH each of the undersigned has caused this Agreement to be duly executed as of the date set out at the commencement hereof.

HOME SOLUTIONS CORPORATION

Per.

Name: Andrew Davidson

Title: President

I have the authority to bind the corporation

[Signature page of General Security Agreement.]

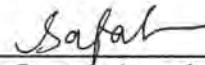
Schedule 3.1

LOCATIONS OF REGISTERED OFFICE, CHIEF EXECUTIVE OFFICE,
PLACES OF BUSINESS, RECORDS AND COLLATERAL

Business Names	N/A
French Version of Name	N/A
Any other name or style	N/A
Registered Office	11550 40 Street S.E. Calgary, Alberta T2Z 4V6
Chief Executive Office	11550 40 Street S.E. Calgary, Alberta T2Z 4V6
Places of Business	11550 40 Street S.E. Calgary, Alberta T2Z 4V6

Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.

This is Exhibit "D" to the Affidavit of
Jeffrey Deacon sworn before me on
June 20, 2022.



A Commissioner for taking affidavits
in the Province of Ontario

ASSIGNMENT OF INSURANCE POLICIES

THIS ASSIGNMENT is made effective as of the 11 day of January, 2022.

TO: PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC. d.b.a
PRIVATE DEBT PARTNERS (and together with its successors, affiliates and
assigns, the "Lender")

GRANTED BY: HOME SOLUTIONS CORPORATION, a body corporate duly formed by
amalgamation under the laws of the Province of Alberta (the "Assignor")

RECITALS:

A. Pursuant to a credit agreement dated January 11, 2022 among, *inter alios*, the Assignor, as borrower, and the Lender, as lender (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), the Assignor agreed to borrow a term credit facility (the "Credit Facility") from the Lender on the terms and conditions contained therein; and

B. As further security for the repayment of the Credit Facility, the Assignor agrees to assign to the Lender any and all insurance policies maintained by the Assignor in accordance with the terms of the Credit Agreement and any guarantees and security granted pursuant thereto;

NOW THEREFORE, IN CONSIDERATION OF the advance of the Credit Facility from the Lender to the Assignor, the Assignor hereby agrees as follows:

1. The Assignor hereby assigns to the Lender the benefit of all insurance policies maintained by the Assignor, including, without restriction, those insurance policies described in Schedule "A" attached hereto (the "Policies"). Without restricting the generality of the foregoing, all of the Assignor's rights and benefits under the Policies are hereby vested in the Lender, including the right to bring action to recover monies under the Policies. Provided however that, nothing contained in this Assignment shall be construed so as to oblige the Lender to pay any premiums owing under the Policies or to otherwise maintain the Policies in good standing.
2. So long as the Credit Facility, or any portion thereof, remains outstanding, the Assignor shall:
 - (a) keep and maintain insurance in accordance with the requirements of the Lender as set forth in the Credit Agreement and the security granted pursuant thereto;
 - (b) pay all premiums owing in respect of the Policies as the same become due;
 - (c) refrain from committing or omitting any acts which could or would affect the validity or enforceability of the Policies;
 - (d) from time to time, at the reasonable request of the Lender, provide the Lender with evidence that the Policies have been obtained and are in good standing.
3. Notwithstanding anything contained herein, it is acknowledged and agreed that this Assignment is taken as security for the repayment of the Credit Facility and that, upon repayment in full of the Credit Facility (and all other monies owing pursuant to the Credit Agreement and the security granted pursuant thereto) this Assignment shall become null and void.
4. This Assignment shall enure to the benefit of and be binding upon the parties hereto, together with their successors and permitted assigns.
5. This Assignment shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

[Signature page follows]

IN WITNESS WHEREOF the Assignor has signed this Assignment as of the date first written above.

HOME SOLUTIONS CORPORATION

Per:



Name: Andrea Davidson

Title: President

I have the authority to bind the corporation.

[Signature Page to the Assignment of Insurance Policies]

SCHEDULE "A"

Insurance Policies

See attached.



255 Commercial Drive
Winnipeg, Manitoba R3B 1G7
1-800-265-1934
www.federated.ca

Insurer:

Federated Insurance
Company of Canada
www.Federated.ca

Certificate of Liability Insurance

Certificate Holder

Name: Private Debt Partners Senior Opportunities Fund
GR Inc. ("PDP")
C/O:
Address: 20 BAY ST. TORONTO, ON M5J 2N8

Agent and Mailing Address

Name: Jeff Jackson
Address: 205-70 Country Hills Landing NW, Calgary, AB
T3K 2L2

Named Insured

Name: HOME SOLUTIONS CORPORATION O/A HOME
SOLUTIONS & SIMPLE SPACES
Address: 11510-40 ST SE, CALGARY, AB T2C 4V6

Certificate holder added as Additional Insured but only
in respect to the operations of the named insured.

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms, or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insured(s) of policies, the policies described herein, liability limits, deductibles, and conditions apply.

Commercial General Liability - Occurrence

Policy Number: PC4134638	Policy Effective: June 1, 2021	Policy Expiration: June 1, 2022 (12/31/2021)
Coverage	Limit	Deductible
Each Occurrence Limit	\$1,000,000	
Property Damage Deductible		\$0-\$25
Personal and Advertising Injury	\$1,000,000	
Products - Completed Operations Aggregate	\$2,000,000	
General Aggregate	\$500,000	
Personal Legal Liability	\$5,000,000	\$1,000
Medical Payments	\$25,000	
Auto Liability	\$100,000	

Non-Owned Automobile Liability

Policy Number: PC4134635	Policy Effective: June 1, 2021	Policy Expiration: June 1, 2022 (12/31/2021)
Coverage	Limit	Deductible
Non-Owned Automobiles	\$1,000,000	
Legal Liability for Damages to Non-Owned Automobiles	\$100,000	\$2,500
Endorsement		

Umbrella Liability

Policy Number: PC4134638	Policy Effective: June 1, 2021	Policy Expiration: June 1, 2022 (12/31/2021)
Coverage	Limit	Self-Insured Retention
Umbrella Liability	\$9,000,000	\$5,000
Aggregate	\$9,000,000	

Automobile Liability

Policy Number: DT115584	Policy Effective: June 1, 2021	Policy Expiration: June 1, 2022 (12/31/2021)
Coverage	Limit	Deductible
All Scheduled Autos	\$1,000,000	

Special Provisions

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policy.



255 Commerce Drive
Winnipeg, Manitoba R3Z 1Z3
1-800-665-1934
www.federated.ca

Insurer:

Federated Insurance
Company of Canada
www.Federated.ca

Policy Number: P04084635

Please note that Private Debt Partners Senior Opportunities Fund GP Inc. ("PDF") has been listed as Additional Insured and Loss Payee on the above mentioned policy.

Location 1 : 11510 40 CALGARY AB T2Z4V6

Location 2 : 11550 40 CALGARY AB T2Z4V6

Location 3 : 1260 91 EDMONTON AB T6X0P2

Cancellation

Should the above described policies be cancelled before the expiration date shown, we will endeavor to mail 30 days written notice to the certificate holder named above; but failure to mail such notice shall impose no obligation or liability, of any kind upon us, our agents or representatives.

Certificate Authorization

Authorized Representative

Issued

Federated Insurance Company of

Canada

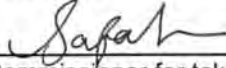
10/01/2018 to 09/30/2022

Scott Wright

SC - Wright Petition & CFC

EXHIBIT "E"

This is Exhibit "E" to the Affidavit of
Jeffrey Deacon sworn before me on
June 20, 2022.



A Commissioner for taking affidavits
in the Province of Ontario

Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.

LIMITED-RECOURSE GUARANTEE AND SHARE PLEDGE AGREEMENT

THIS AGREEMENT is made effective as of the 11 day of January, 2022.

BETWEEN:

2087212 ALBERTA LTD., a corporation incorporated under the laws of the Province of Alberta

(hereinafter called the "**Pledgor**")

- and -

PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC. d.b.a PRIVATE DEBT PARTNERS

(hereinafter called the "**Pledgee**")

WHEREAS the Pledgor is as of the date hereof the registered and beneficial owner of the Current Securities (as hereinafter defined) in the capital of the Corporation;

AND WHEREAS the Pledgor has agreed to pledge the Current Securities and other Pledged Collateral (as hereinafter defined) to the Pledgee as general and continuing collateral security for the Guaranteed Obligations (as hereinafter defined) and, in furtherance thereof, to guarantee to and in favour of the Pledgee the payment and performance by the Corporation of such Guaranteed Obligations, provided that the Pledgee's sole recourse against the Pledgor shall be with respect to the Pledged Collateral, as hereinafter provided;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants hereinafter contained and for other good and valuable consideration and the sum of \$1.00 of lawful money of Canada (the receipt and sufficiency of which are hereby acknowledged by the Pledgor), it is hereby agreed by and between the parties hereto as follows:

ARTICLE 1 - INTERPRETATION

1.01 Defined Terms

In this agreement or any amendment to this agreement, unless the context requires otherwise:

"**Act**" means the *Personal Property Security Act* (Alberta) and all Regulations enacted thereunder, as amended from time to time;

"**affiliate**" has the meaning ascribed thereto by the *Business Corporations Act*, (Alberta) as of the date hereof;

"**Business Day**" means a day that Canadian chartered banks are open for business in the City of Calgary;

"**Corporation**" means Home Solutions Corporation;

"**Credit Agreement**" means the credit agreement made as of the date hereof among, *inter alios*, the Pledgee, as lender, and the Corporation, as borrower, as may be amended, restated, replaced or otherwise modified from time to time;

"Current Securities" means the 790 issued and outstanding Class C Common shares in the capital of the Corporation, owned beneficially and of record as of the date hereof by the Pledgor, and all substitutions therefor, additions thereto and proceeds thereof;

"Event of Default" has the meaning ascribed thereto in the Credit Agreement;

"Guaranteed Obligations" has the meaning ascribed thereto in Section 2.01;

"Obligations" means all debts, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, now or at any time hereafter owing by the Corporation to the Pledgee under the Credit Agreement;

"person" includes any individual, corporation/company, partnership, firm, joint venture, syndicate, association, trust, trustee, government, governmental agency or board or commission or authority and any other form of entity or organization whatsoever, whether incorporated or not;

"Pledged Collateral" means collectively:

- (a) the Current Securities and all Securities in the capital of the Corporation hereafter owned or acquired by the Pledgor,
- (b) all substitutions therefor, additions thereto and proceeds thereof,
- (c) all interest, dividends, income, revenue or other distributions made or paid in respect of the Pledged Securities, and
- (d) all rights and claims of the Pledgor in respect of the foregoing or evidenced thereby;

"Pledged Securities" means all Securities forming part of the Pledged Collateral including, without limitation, the Current Securities;

"proceeds" shall have the meaning ascribed thereto by the Act; and

"Securities" shall have the meaning ascribed thereto by the Act.

1.02 Applicable Law

This agreement and all documents pursuant hereto shall be deemed to be governed by and construed in accordance with the laws of the Province of Alberta.

1.03 Prohibited Provisions

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

1.04 Number and Gender

Where the context so requires, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders (including the neuter).

1.05 Time of the Essence

Time shall in all respects be of the essence of this agreement.

ARTICLE 2 - LIMITED-RECOURSE GUARANTEE

2.01 Limited Recourse Guarantee

Subject to Section 2.02, the Pledgor hereby guarantees payment to the Pledgee of the Obligations, whether incurred or arising before, on or after the date hereof, together with any costs and expenses incurred with respect to or arising out of such Obligations or any securities therefor, or costs incurred by or awarded in favour of the Pledgee in connection with any proceedings taken against the Corporation or the Pledgor or any of them or any moneys paid by the Pledgee on account of taxes, wages, insurance, or the remuneration or costs of any liquidator, trustee, Pledgee or other person, or on any other account whatever with respect to or arising out of such Obligations (the "**Guaranteed Obligations**").

2.02 Limited Recourse

Notwithstanding any other provision hereof, this guarantee is granted by the Pledgor to the Pledgee for the sole purpose of enabling the Pledgee to obtain security against the Pledged Collateral pursuant to the provisions hereof and, notwithstanding any other provisions hereof:

- (a) the sole recourse of the Pledgee against the Pledgor hereunder shall be with respect to the Pledged Collateral and the rights and remedies of the Pledgee hereunder are expressly limited to the realization by the Pledgee upon the Pledged Collateral or any amounts received upon the realization thereof, and the Pledgee shall not under any circumstances have any right to payment hereunder from the Pledgor.

2.03 All Advances

All moneys, advances, renewals and credits in fact borrowed or obtained from the Pledgee pursuant to the Credit Agreement shall be deemed to form part of the Guaranteed Obligations notwithstanding any incapacity, disability or lack of limitation of status or of power of the Corporation or of the directors, officers, employees or agents thereof, or that the Corporation may not be a legal entity, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits. The Pledgee shall not be concerned to see or enquire into the powers of the Corporation or its directors, officers, employees or other agents, acting or purporting to act on its behalf, and moneys advanced or credits in fact borrowed or obtained through the Pledgee in professed exercise of such powers shall be deemed to form part of the Guaranteed Obligations even though the borrowing or obtaining thereof is in excess of the powers of the Corporation or of the directors, officers, employees or other agents thereof or is otherwise irregular or defective or is informally effected, the whole whether known to the Pledgee or not, and any moneys advanced or credits used for the payment of the liabilities of the Corporation shall be deemed to form part of the Guaranteed Obligations. This guarantee shall extend to any successor corporation upon amalgamation.

2.04 Not bound to Exhaust Recourse

The Pledgee shall not be bound to exhaust its recourse against the Corporation or others or the securities (which word as used herein includes other guarantees) it may hold nor to value such securities before being entitled to exercise its remedies hereunder.

2.05 Additional Security

This guarantee shall be in addition to and without prejudice to any other securities by whomsoever given held at any time by the Pledgee and the Pledgee shall be under no obligation to marshal in favour of the

Pledgor any such securities or any of the funds or assets the Pledgee may be entitled to receive or have a claim upon, and the Pledgee may in its absolute discretion and without diminishing the liability hereunder of the Pledgor, grant extensions of time or other indulgences to the Corporation or others and give up or modify, vary, exchange, renew or abstain from perfecting or taking advantage of any securities and may discharge any party or parties and accept or make any compositions or arrangements and realize any securities, when and in such manner as the Pledgee may see fit and in no case shall the Pledgee be responsible or shall the Pledgor be released either in whole or in part for any act or omission in connection with the registration or filing of any security under any law or statute or otherwise or the realization of any security or the postponement of such realization or having sold any security at an undervalue unless due to the gross negligence or wilful misconduct of the Pledgee or its solicitors, agents or those for whom it is legally responsible.

2.06 Payments Received

- (a) Subject to paragraph (b), all dividends, compositions, proceeds of security valued and payments received by the Pledgee from the Corporation or from others shall be deemed to be payments in gross without any right on the part of the Pledgor or any of them to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Pledgee or proceeds thereof, and the Pledgor shall have no right to be subrogated in any rights of the Pledgee until the Pledgee shall have received payment in full of the Guaranteed Obligations.
- (b) Any and all moneys received by the Pledgee from the Corporation or others or from securities and which are properly applicable in reduction of the Guaranteed Obligations shall be applied by the Pledgee to the Guaranteed Obligations pursuant to the terms of the Credit Agreement.

2.07 Pledgee's Security

Where the Corporation becomes bankrupt or makes an assignment for the benefit of Pledgee or if any circumstances arise necessitating the Pledgee to file its claim against the Corporation and to value its securities the Pledgee shall be entitled to place such valuation on its securities as the Pledgee may in its absolute good faith discretion see fit and the filing of such claim and such valuing of such securities shall not in any way prejudice or restrict the claim of the Pledgee against the Pledgor and in no way discharge the Pledgor from the liability hereunder to the Pledgee, either in whole or in part.

2.08 Accounts with Corporation

Any account settled or stated by or between the Pledgee and the Corporation, or, if any such account has not been so settled or stated immediately before demand for payment under this guarantee, any account stated by the Pledgee, shall, absent manifest error, be accepted by the Pledgor as conclusive evidence of the amount which at the date of the account so settled or stated is due by the Corporation to the Pledgee or remains unpaid by the Corporation to the Pledgee. Subject to any other provisions hereof limiting the liability of the Pledgor, the Pledgor shall be liable to the Pledgee for the total amount of all of the Guaranteed Obligations whether such liabilities are incurred prior to or subsequent to the notice demanding payment together with interest thereon at the same rate as is then payable by the Corporation in respect of the indebtedness herein guaranteed from the date of demand for payment or, in case of liabilities incurred or arising subsequent to such demand, from the date of the incurring or arising of such liabilities.

ARTICLE 3 - PLEDGE OF SECURITIES

3.01 Pledge of Collateral

As general and continuing collateral security for the due payment and performance of the Guaranteed Obligations, the Pledgor hereby assigns, hypothecates and pledges to and in favour of the Pledgee, and grants the Pledgee a security interest in, all of the Pledged Collateral.

3.02 Acknowledgment of Receipt

The Pledgee acknowledges receipt from the Pledgor of the share certificate representing the Current Securities, duly endorsed in blank for transfer or accompanied by a duly signed power of attorney for transfer in blank.

3.03 Future Certificates

So long as there are any Guaranteed Obligations outstanding, the Pledgor hereby agrees and undertakes to deliver to and deposit with, or cause to be delivered to and deposited with, the Pledgee all certificates (duly endorsed in blank for transfer or accompanied by a duly signed power of attorney for transfer in blank) representing any of the Pledged Securities that the Pledgor may from time to time hereafter acquire or be or become entitled to. The Pledgor hereby irrevocably authorizes and directs the Corporation to deliver to the Pledgee any such certificates representing Pledged Securities.

3.04 Reclassification, Etc.

In the event that any of the Pledged Securities are changed, classified or reclassified, subdivided or converted into a different number or class of Securities or otherwise, or if any additional Securities are subscribed for or issued to the Pledgor for any other reason, the Securities or other securities resulting from any such change, classification, reclassification, subdivision, conversion, subscription or issuance and the certificates representing the same shall be delivered by the Pledgor to and held by the Pledgee in place of or in addition to, as the case may be, the Pledged Securities. In the event of any consolidation, reorganization, merger or amalgamation of a Corporation with or into another person, or the sale of a substantial portion of the property and assets of a Corporation other than in the ordinary course of its business to another person or persons in exchange for securities in or of such other person or persons or any affiliate thereof, any and all securities issued or issuable to or received or receivable by the Pledgor upon such consolidation, reorganization, merger, amalgamation or sale shall form part of the Pledged Collateral and the provisions hereof relating to the Pledged Securities shall, *mutatis mutandi*, apply to such securities. The provisions of this section shall similarly apply to successive such changes, classifications, reclassifications, subdivisions, conversions, subscriptions, consolidations, reorganizations, mergers, amalgamations and sales.

3.05 Attachment of Security Interest

For the purposes of the Act, the parties hereby acknowledge:

- (a) their mutual intention that the security interest created by this agreement is to attach upon the execution of this agreement by the Pledgor;
- (b) that value has been given by the Pledgee to the Pledgor; and
- (c) that the Pledgor has rights in the Pledged Collateral (other than future property) as of the date hereof.

3.06 Collateral Registered in Pledgee's Name

Notwithstanding any other provision hereof, the Pledgee shall have the right, at its option at any time while the security hereby constituted is enforceable, to transfer the Collateral or any part thereof into its own name or that of its nominee so that the Pledgee or its nominee may appear of record as the sole owner thereof; provided, that, prior to the security hereby constituted becoming enforceable under this agreement, the Pledgee shall deliver promptly to the Pledgor all notices, statements or other communications received by it or its nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give to the Pledgor or its designee a proxy or proxies to vote and take all action with respect to such property. At any time while the security hereby constituted is enforceable, the Pledgor waives all rights to be advised of or to receive any notices, statements or communications received by the Pledgee or its nominee as such record owner, and agrees that no proxy or proxies given by the Pledgee to the Pledgor or its designee as aforesaid shall thereafter be effective.

3.07 Control

The Pledgor agrees to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give the Pledgee "control" of such Collateral, as defined in the *Securities Transfer Act* (Alberta), which "control" shall be in such manner as the Pledgee shall designate in its sole good faith judgment and discretion.

ARTICLE 4 - DEALINGS WITH SHARES

4.01 Prior to Default

Until the security hereby constituted shall have become enforceable pursuant to Article 5 hereof, the Pledgor shall be solely entitled to:

- (a) exercise all voting and other rights in respect of the Pledged Securities; and
- (b) receive all dividends, whether in cash or stock, interest, income, revenue or other distributions made to the holders of Securities paid or made in respect of the Pledged Securities for the Pledgor's own use and benefit.

4.02 No Sales

During the term of this agreement, the Pledgor shall not transfer, sell, bargain or assign, nor enter into any agreement for the transfer, sale, bargain or assignment of, any of the Pledged Securities, nor shall the Pledgor grant, or enter into any agreement which has the effect of granting, to any person any option, right or privilege capable of becoming an agreement for the transfer, sale, bargain or assignment of any of the Pledged Securities to such person. Notwithstanding the foregoing, the Pledgor may do any of the above pursuant to an internal reorganization provided that any entity that is transferred such Pledged Securities shall enter into a limited recourse guarantee and share pledge agreement in favour of the Lender on substantially the same terms as set out herein.

4.03 No Encumbrances

During the term of this agreement, the Pledgor shall not enter into or grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of the Pledged Collateral (other than any such encumbrance in favour of the Pledgee).

ARTICLE 5 - DEFAULT AND ENFORCEMENT

5.01 Events of Default

Upon the occurrence of an Event of Default, the security hereby constituted shall become immediately enforceable and the Pledgee may, in its sole discretion, do any or all of the following:

- (a) effect the registration of, and obtain from the Corporation a certificate or certificates for, any of the Pledged Securities in the name of the Pledgee or its nominee(s), and for such purpose the Pledgee is hereby irrevocably appointed the attorney of the Pledgor with full power of substitution to endorse and/or transfer any of the Pledged Securities to the Pledgee or its nominee(s);
- (b) vote any or all of the Pledged Securities (whether or not transferred into the name of the Pledgee) and exercise all other rights and powers and perform all acts of ownership in respect thereof as the Pledgor might do;
- (c) proceed to realize upon the Pledged Collateral or any of it by sale at public or private sale or otherwise realize upon any of the Pledged Collateral for such price and money or other consideration and upon such terms and conditions as it deems best, the whole without advertisement or notice to the Pledgor or other persons (except as may be required by the Act and other applicable law), and, where any such sale or realization is by way of public auction or tender, the Pledgee or any of its affiliates may, subject to applicable law, purchase the Pledged Collateral or such portion thereof free from any right or equity of redemption, and may, in paying the purchase price, apply any portion of the Obligations on account of the purchase price as may be outstanding at the time of such sale or realization;
- (d) enjoy and exercise all of the rights and remedies of a secured party under the Act; and
- (e) generally act in relation to the Pledged Collateral in such manner and on such terms as the Pledgee may deem expedient to its own interest;

provided, however, that the Pledgee shall act in a commercially reasonable manner in exercising its rights under this agreement.

5.02 Dividends, Etc.

After the occurrence of an Event of Default and for so long as such Event of Default has not been cured or waived by the Pledgee, all future dividends to be paid on the Pledged Securities, and all interest, income, revenue and future distributions made to the holders of Securities paid in respect of the Pledged Securities shall be delivered to the Pledgee and, if received by the Pledgor, shall be received in trust for and paid forthwith to the Pledgee.

5.03 Application of Proceeds

In the event of any realization upon or sale or disposition of the Pledged Collateral or any portion thereof as hereinbefore provided, the Pledgee shall apply the proceeds of any such realization, sale or disposition, together with any other monies at the time held by it under the provisions of this agreement, after deducting all costs and expenses of collection, sale and delivery (including, without limitation, reasonable legal fees and expenses) incurred by the Pledgee in connection therewith, to the payment of all amounts owing to the Pledgee in respect of the Obligations, in such order as the Pledgee in its sole discretion may determine, and the balance of such proceeds, if any, shall be paid in accordance with the Act and any other applicable law.

5.04 Rights Cumulative

All rights and remedies of the Pledgee set out in this agreement shall be cumulative and no right or remedy contained herein is intended to be exclusive but each shall be in addition to every other right or remedy contained herein or in any existing or future security document between the parties hereto or now or hereafter existing at law or in equity or by statute.

5.05 No Waiver

No delay or omission on the part of the Pledgee in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy hereunder, and any Event of Default or other default or breach by the Pledgor may only be waived by the Pledgee in writing, provided that no such written waiver by the Pledgee shall extend to or be taken in any manner to affect any other or any subsequent breach or default or the rights resulting therefrom.

5.06 No Liability

The Pledgee shall not be liable or accountable to the Pledgor or to any other person for any failure to exercise any of the rights, powers and remedies set out in section 5.01 above, or any loss which may be occasioned by such failure, nor shall the Pledgee be bound to commence, continue or defend proceedings for the purpose of preserving or protecting any rights of any party in respect of the same. The Pledgee may compound, compromise, grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Pledgor, the Corporation and others and with the Pledged Collateral as it sees fit without prejudice to any of its rights or remedies hereunder. The Pledgee shall not be required to see to the collection of dividends on or the exercise of any option or right in connection with any of the Pledged Securities and shall not be required to protect or preserve the Pledged Securities from depreciating in value.

5.07 Pledgee Appointed Attorney-in-Fact

The Pledgor hereby irrevocably appoints the Pledgee as the Pledgor's attorney-in-fact with effect following the occurrence of an Event of Default which is continuing and has not been waived in writing by Pledgee, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise from time to time in its discretion, to take any action and to execute any instrument which the Pledgee may reasonably deem necessary or advisable to accomplish the purposes of this Pledge Agreement, including without limitation:

- (a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Pledged Collateral;
- (b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and
- (c) to file any claims or take any action or institute any proceedings which the Pledgee may deem necessary or desirable for the collection of any of the Pledged Collateral or otherwise to enforce the rights of Pledgee with respect to any of the Pledged Collateral.

The Pledgor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section is irrevocable and coupled with an interest.

ARTICLE 6 - GENERAL

6.01 Continuing Security

The security interest constituted hereby shall be deemed to be a continuing security for the Obligations until all of the Obligations from time to time outstanding have been satisfied and performed in full and this agreement has been terminated. At any time after all of the Obligations have been so satisfied and performed, the Pledgor may, on five days written notice to the Pledgee, terminate this agreement, in which event the Pledgee shall forthwith release the Pledged Collateral from the assignment, hypothecation, pledge and security interest herein contained and return to the Pledgor all documents evidencing ownership or title to the Pledged Collateral.

6.02 Additional Security

The security hereby constituted is in addition to and not in substitution for any other security now or hereafter held by the Pledgee.

6.03 No Merger

The Pledged Collateral and the security hereby constituted shall not operate by way of merger of any of the Obligations or of any present or future indebtedness, liabilities or obligations of any other person to the Pledgee. The taking of a judgment or judgments with respect to any of the Obligations shall not operate by way of merger of or otherwise affect the security created hereby or any of the covenants, rights or remedies contained in this agreement.

6.04 Entire Agreement

This agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior agreements, undertakings and understandings, whether written or verbal, in respect of the subject matter hereof.

6.05 Notice

Any notice, direction or other communication required or contemplated by any provision of this Agreement will be given in accordance with the Credit Agreement.

6.06 Successors and Assigns

This agreement shall enure to the benefit of the Pledgee and its successors and assigns and shall be binding upon the Pledgor and its successors and assigns.

6.07 Limitation Period

The limitation period on this agreement shall not begin to run until demand is made hereunder, and such limitation period (in accordance with the *Limitations Act (Alberta)*) is hereby expressly extended to a period of six (6) years from the date such demand is made.

IN WITNESS WHEREOF the parties hereto have executed this Limited Recourse Guarantee and Share Pledge Agreement as of the date first above written.

2087212 ALBERTA LTD.

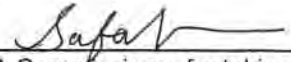
Per:



Name: Andrew Davidson

Title: President

I have authority to bind the corporation.



A Commissioner for taking affidavits
in the Province of Ontario

PERSONAL GUARANTEE

THIS GUARANTEE dated the 11 day of January, 2022, is made by **ANDREW DAVIDSON**, an individual residing in Calgary, Alberta (the "**Guarantor**") in favour of **PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC., d.b.a. PRIVATE DEBT PARTNERS**, a corporation incorporated pursuant to the laws of the Province of Alberta (and together with its successors, affiliates and assigns, the "**Lender**").

RECITALS:

- A. Home Solutions Corporation (the "**Borrower**") is and may become indebted from time to time to the Lender, pursuant to a line of credit agreement dated as of the date hereof (the "**Credit Agreement**"); and
- B. The Guarantor has agreed to execute and deliver this Guarantee with respect to the indebtedness of the Borrower.

NOW THEREFORE, for consideration, the receipt and sufficiency of which are acknowledged by the Guarantor, the Guarantor agrees as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Guarantee:

"**Applicable Law**" means all current constitutions, treaties, laws, statutes, codes, ordinances, official plans, orders, decrees, rules, regulations, and by-laws, whether domestic, foreign or international of any Governmental Authority, and the common law, binding on, affecting, relating or applicable to any Person, property or matter referred to in the context in which such words are used;

"**Business Day**" means any day other than a day which is a Saturday, Sunday or other day on which commercial banks are closed in the Province of Alberta;

"**Governmental Authority**" means any national, multi-national, federal, provincial, state, municipal, local or other government, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;

"**Guarantee**" means this Guarantee, including the recitals hereto, as the same may be amended or replaced from time to time;

"**Obligations**" means all present and future indebtedness and liabilities of the Borrower to the Lender, whether direct or indirect, absolute or contingent, matured or not, joint, several or joint and several, in any currency, arising pursuant to the Credit Agreement;

"**Parties**" means the Lender and the Guarantor, and "**Party**" means either of them;

"**Person**" means an individual, a corporation, a limited liability company, an unlimited liability company, a partnership, a limited partnership, a trust, an unincorporated organization, a joint venture, a joint stock company, and any Governmental Authority; and

"**Taxes**" means all taxes, duties, rates, levies, assessments, reassessments, withholdings, deductions, fees, dues and other charges, together with all penalties, interest and fines with respect thereto, payable to any Governmental Authority, but does not include any franchise taxes or any taxes imposed on or measured by the net income, receipts or capital of the Lender.

1.2 Interpretation

In this Guarantee:

- (a) Unless specified otherwise, reference to a statute includes any regulations under such statute and refers to that statute and such regulations as they may be amended or to any successor legislation.
- (b) The division into articles, sections and paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Guarantee. The words "hereto", "herein", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular portion of it.
- (c) Words in the singular include the plural and vice versa, words in one gender include all genders, and the words "including", "include" and "includes" mean "including (or include or includes) without limitation".

ARTICLE 2 GUARANTEE

2.1 Guarantee

The Guarantor hereby unconditionally and irrevocably guarantees to the Lender, as a continuing obligation, the full and punctual payment and performance of 15% of the outstanding Obligations of the Borrower owing to the Lender when due, whether at stated maturity, by acceleration, declaration, demand or otherwise.

2.2 Indemnity

If any or all of the Obligations are not duly paid by the Borrower and are not recoverable under Section 2.1 hereof for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Lender from and against all losses resulting from the failure of the Borrower to pay such Obligations.

2.3 Guarantor as Primary Obligor

If any or all of the Obligations are not duly paid by the Borrower and are not recoverable under Section 2.1, or the Lender is not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

2.4 Liability of Guarantor

The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been made in writing on the Guarantor in accordance with the provisions hereof; and the Guarantor's liability shall bear interest from the date of such demand at the rate or rates set out in Section 2.5 hereof.

2.5 Interest

The rate of interest payable by the Guarantor from the date of a demand for payment under this Guarantee shall be the highest rate of interest payable by the Borrower in respect of the Obligations during the period from and after the date upon which demand for payment under this Guarantee is made. Whenever interest to be paid is to be calculated on the basis of any period of time that is less than a calendar year, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by such period of time.

2.6 Costs and Expenses

The Guarantor agrees that it will forthwith reimburse the Lender on demand for all costs and expenses, including reasonable legal fees and expenses on a full indemnity basis, incurred by the Lender in connection with the preparation, execution, delivery, perfection, enforcement of and advice with respect to this Guarantee, and any such costs and expenses will bear interest from the date such costs and expenses are incurred to the date paid, at the interest rate set out in Section 2.5 above.

2.7 Taxes

The Guarantor agrees that:

- (a) all payments by the Guarantor hereunder shall be made free and clear of and without deduction for, or on account of, any Taxes. In the event that any withholding or deduction from any payment to be made by the Guarantor hereunder is required in respect of any Taxes pursuant to any Applicable Law, then the Guarantor will:
 - (i) pay directly to the relevant authority the full amount required to be so withheld or deducted;
 - (ii) promptly forward to the Lender an official receipt or other documentation satisfactory to the Lender evidencing such payment to such authority; and
 - (iii) pay to the Lender such additional amount or amounts as is necessary to ensure that the net amount actually received by the Lender will equal the full amount the Lender would have received had no such withholding or deduction been required.
- (b) if the Guarantor fails to pay any Taxes when due to the appropriate taxing authority or fails to remit to the Lender the required receipts or other required documentary evidence, the Guarantor shall indemnify the Lender for any Taxes that may become payable by the Lender as a result of any such failure.

2.8 Agreed Currency

The Guarantor hereby agrees that payments hereunder on account of the Obligations shall be made in the currency (the "**Agreed Currency**") in which each component of such Obligations is payable and if any payment is received in another currency (the "**Other Currency**"), such payment shall constitute a discharge of the liability of the Guarantor hereunder only to the extent of the amount of the Agreed Currency which the Lender is able to purchase with the amount of the Other Currency received by it on the Business Day immediately following such receipt in accordance with normal procedures and after deducting any premium and costs of exchange.

2.9 Judgment Currency

The Guarantor hereby agrees that:

- (a) if, for the purpose of obtaining judgment in any court in any jurisdiction, it becomes necessary to convert into a particular currency (the "**Judgment Currency**") any amount due in the Agreed Currency, then the conversion shall be made on the basis of the rate of exchange prevailing on the Business Day immediately preceding the day on which judgment is given. For the foregoing purposes "rate of exchange" means the rate at which the Lender, in accordance with normal banking procedures, is able on the relevant date to purchase the Agreed Currency with the Judgment Currency after deducting any premium and costs of exchange; and

- (b) the obligation of the Guarantor in respect of any sum due to the Lender hereunder shall, notwithstanding any judgment in a currency other than the Agreed Currency, be discharged only to the extent that on the Business Day following receipt by the Lender of any sum adjudged to be so due in such other currency, the Lender may, in accordance with normal banking procedures, purchase the Agreed Currency with such other currency after deducting any premiums and costs of exchange. In the event that the Agreed Currency so purchased is less than the sum originally due to the Lender in the Agreed Currency, the Guarantor, as a separate obligation and notwithstanding any such judgment, hereby indemnifies and holds harmless the Lender against such loss.

ARTICLE 3

OBLIGATIONS ABSOLUTE; DEALINGS WITH BORROWER AND OTHERS

3.1 Obligations Absolute

The liability of the Guarantor hereunder is absolute and is not affected by:

- (a) any lack of validity or enforceability of the Obligations, or the documents evidencing, or setting out the terms of, the Obligations, or of any other security or right to recourse or collateral held by the Lender;
- (b) any impossibility, impracticability, frustration of purpose, illegality, force majeure or act of government;
- (c) any limitation, postponement, prohibition, subordination or other restriction on the rights of the Lender to receive payment of the Obligations;
- (d) the bankruptcy, winding-up, liquidation, dissolution, insolvency, amalgamation, reorganization or any similar proceeding, or any other change in the name, status, function, control, constitution or ownership of, the Borrower, the Guarantor, the Lender or any other person;
- (e) the sale of the business or assets of the Borrower or any part thereof;
- (f) any lack or limitation of power, incapacity or disability on the part of the Borrower or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Borrower in their obligations to the Lender;
- (g) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Borrower, the Lender or any other Person, whether in connection herewith or with any unrelated transactions;
- (h) failure of the Lender to marshal any assets;
- (i) the absence, impairment or loss of any right of the Guarantor to subrogation, reimbursement or contribution, or any other right against the Borrower or any one of them, or any other Person or any security or collateral;
- (j) any other law, regulation or other circumstance that might otherwise constitute a legal or equitable defence available to, or a legal or equitable discharge of, the Guarantor or the Borrower in respect of any or all of the Obligations.

3.2 No Release

The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done or left undone, suffered or permitted by the Lender. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in

whole or in part the Guarantor's liability hereunder, without obtaining the consent of or giving notice to the Guarantor, the Lender may:

- (a) discontinue, reduce, increase or otherwise vary the credit of the Borrower, including the Obligations, in any manner whatsoever, including variations in fees, principal amounts and interest rates and including renewal or non-renewal of the term under the Credit Agreement;
- (b) make any change in the time, manner or place of payment under, or in any other term of, the Obligations, or the documents evidencing or setting out the terms of the Obligations, including supplementing or replacing any such agreements, or waive the failure on the part of the Borrower to pay or perform the Obligations, or to carry out any of its obligations under any such agreement;
- (c) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower or any other Person;
- (d) with respect to security or collateral given by the Borrower or any other Person: (i) take or abstain from taking, enforcing or perfecting such security or collateral; (ii) subordinate or release any such security or collateral; and (iii) otherwise deal with such security or collateral in any manner it sees fit, including enforcing such security whether in compliance with Applicable Law or otherwise;
- (e) release, substitute or add any cosigner, endorser or other guarantor, of the Obligations;
- (f) accept compromises from the Borrower or any one of them;
- (g) fail to notify the Guarantor of: (i) acceptance of this Guarantee; (ii) partial payment or non-payment of all or any part of the Obligations; (iii) sale or other disposition of any property securing the Obligations, or any guarantee thereof, or any defect in any such notice of sale or other disposition;
- (h) apply all money at any time received from the Borrower or any other Person or from security upon such part of the Obligations as the Lender may see fit or change any such application in whole or in part from time to time as the Lender may see fit; and
- (i) otherwise deal with the Borrower and all other persons and security as the Lender may see fit.

3.3 No Exhaustion of Remedies

The Lender will not be bound or obligated to exhaust its recourse against the Borrower or other Persons or any security or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

3.4 Prima Facie Evidence

Any account settled or stated in writing by or between the Lender and the Borrower will be *prima facie* evidence that the balance or amount thereof appearing due to the Lender is so due.

3.5 No Set-off

In any claim by the Lender against the Guarantor, the Guarantor may not assert any set-off or counterclaim that either the Guarantor or the Borrower may have against the Lender.

ARTICLE 4
ASSIGNMENT, POSTPONEMENT AND SUBROGATION

4.1 Assignment and Postponement

All debts and liabilities, present and future, of the Borrower to the Guarantor are hereby assigned to the Lender and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Lender and forthwith upon receipt will be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full.

4.2 Subrogation

The Guarantor will not be entitled to subrogation, reimbursement, contribution, indemnification or any similar claim until (i) the Guarantor performs or makes payment to the Lender of all amounts owing by the Guarantor to the Lender under this Guarantee and (ii) the Obligations are performed and paid in full, and, until such payment and performance, all money received by the Guarantor in respect of such claims, if any, will be held in trust for the Lender and forthwith upon receipt will be paid over to the Lender.

Thereafter, the Lender will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 5
GENERAL

5.1 Assignment

Neither this Guarantee nor any of the right and obligations hereunder are assignable by the Guarantor without the prior written consent of the Lender.

5.2 Binding Effect of the Guarantee

This Guarantee will be binding upon the heirs, executors, administrators, successors and permitted assigns of the Guarantor and will enure to the benefit of the Lender and its successors and assigns.

5.3 Entire Agreement

This Guarantee constitutes the entire agreement between the Guarantor and the Lender relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written. There are no representations, warranties, conditions, covenants or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Guarantee, except as expressly set forth herein. The Lender will not be bound by any representations or promises made by the Borrower to the Guarantor and possession of this Guarantee by the Lender will be conclusive evidence against the Guarantor that the Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with.

5.4 Amendments and Waivers

This Guarantee may only be amended by written agreement signed by each Party. Any waiver of any provision of this Guarantee will be effective only if it is in writing and signed by the Party to be bound thereby, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Guarantee will operate as a waiver of such right. No single or partial exercise of any such right will preclude any further or other exercise of such right.

5.5 Severability

If any provision of this Guarantee is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Guarantee and the remaining provisions will remain in full force and effect.

5.6 Notices

Any notice, direction or other communication required or contemplated by any provision of this Agreement will be given in accordance with the Credit Agreement.

5.7 Discharge and Return of Payments

This Guarantee will not be satisfied or discharged, in whole or in part, by any intermediate payment of any part of the Obligations and will operate as a continuing guarantee until all Obligations from time to time outstanding have been satisfied and performed in full, and this Guarantee has been terminated by an express written discharge executed by the Lender. Notwithstanding the foregoing, this Guarantee shall be released after 18 months from the Closing Date (as such term is defined in the Credit Agreement), provided that, to the satisfaction of the Lender no Event of Default (as such term is defined in the Credit Agreement), has occurred or is likely to occur following such release, upon which the Lender shall provide an express written release of this Guarantee.

This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Lender upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payments had not been made.

5.8 Information re Borrower

The Guarantor acknowledges that it possesses and will possess all information with respect to the Borrower which is and may be material to this Guarantee and that the Lender has no obligation to disclose to the Guarantor any information which it may now or hereafter possess concerning the Borrower or any one of them.

5.9 Time of Essence

Time is of the essence in this Guarantee.

5.10 Waiver by Guarantor

For the purposes of this Guarantee and to the extent permitted by Applicable Law, the Guarantor hereby waives the benefit of all provisions of any Applicable Law which, now or in the future, would in any manner restrict or limit the rights of the Lender.

5.11 Remedies

The rights and remedies of the Lender under this Guarantee are cumulative and are in addition to, and not in substitution for, any rights or remedies provided by law or by equity, and any single

or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Guarantee does not waive, alter, affect or prejudice any other right or remedy or other rights or remedies to which the Lender may be entitled for such default or breach.

5.12 Governing Law and Attornment

This Guarantee is governed by and will be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

Each Party irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta with respect to any matter arising under or relating to this Guarantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

Witness _____)
ANDREW DAVIDSON

Guarantees Acknowledgment Act of Alberta (Section 3)

GUARANTEES ACKNOWLEDGMENT ACT CERTIFICATE

I hereby certify that:

1. Andrew Davidson, the guarantor in the guarantee dated 11 day of January, 2022 made between Andrew Davidson and Private Debt Partners Senior Opportunities Fund GP Inc., d.b.a. Private Debt Partners, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he is aware of the contents of the guarantee and understands it.

CERTIFIED by Derek Kearn Lawyer at the City of Calgary in the Province of Alberta, this 11 day of January, 2022.


Signature of Lawyer

Derek G. Kearn
Barrister & Solicitor

STATEMENT OF GUARANTOR

I am the person named in this certificate.


Signature of Guarantor

Search ID #: Z15126856

Transmitting Party

MILLER THOMSON LLP

3000, 700 9 AVENUE SW
CALGARY, AB T2P 3V4

Party Code: 50062611
Phone #: 519 593 3217
Reference #: 0252261.0002

Search ID #: Z15126856

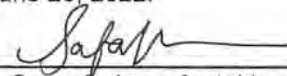
Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

This is Exhibit "G" to the Affidavit of
Jeffrey Deacon sworn before me on
June 20, 2022.



A Commissioner for taking affidavits
in the Province of Ontario

Both Exact and Inexact Result(s) Found

Safa Warsi,
a Commissioner, etc., Province of On
while a Student-at-Law.
Expires May 17, 2025.

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 01081416131

Registration Date: 2001-Aug-14

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Aug-14 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

06072714907	Renewal	2006-Jul-27
07083119623	Amendment	2007-Aug-31
11061629813	Renewal	2011-Jun-16
16061641297	Renewal	2016-Jun-16
19010309781	Amendment	2019-Jan-03
21061612353	Renewal	2021-Jun-16

Debtor(s)

Block

1 HOME SOLUTIONS CORPORATION
5727 BURBANK ROAD S.E.
CALGARY, AB T2H 1Z5

Status

Deleted by
07083119623

Block

2 HOME SOLUTIONS CORPORATION
11510 40TH ST SE
CALGARY, AB T2Z 4V6

Status

Current by
07083119623

Secured Party / Parties

Block

1 THE TORONTO-DOMINION BANK
340 - 5TH AVENUE S.W.
CALGARY, AB T2P 2P6

Status

Current

Search ID #: Z15126856

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE	Current
2	DEBTOR OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE.	Current
3	PROCEEDS: ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED PERSONAL	Current
4	PROPERTY OF THE DEBTOR RELATING TO THE FOREGOING.	Current
5	POLICY OF INSURANCE ISSUED BY MANULIFE FINANCIAL CORPORATION ON THE LIFE OF ANDREW DAVIDSON AND NUMBERED 3472583 IN THE SUM OF \$15,000,000 (\$2,500,000 OF WHICH IS ASSIGNED HEREUNDER) AND ALL BENEFITS AND ADVANTAGES IN CONNECTION WITH SAID POLICY AND ALL MONIES NOW OR WHICH SHALL HEREAFTER BECOME DUE OR PAYABLE THEREUNDER INCLUDING ALL MONIES THAT HAVE HERETOFORE BECOME PAYABLE THEREUNDER AND ARE STILL HELD BY THE SAID INSURER, AND ACCRETIONS THERETO AND ANY PREPAID PREMIUM OR PREMIUMS OR MONIES PAID TO OR DEPOSITED WITH THE INSURER OR OTHER PERSON TO PAY OR PROVIDE FOR PREMIUMS THEREON AND INTEREST THEREON, AND THE BENEFIT THEREOF AND THE RIGHT TO RECEIVE ANY OF SUCH MONIES NOT USED OR APPLIED IN PAYMENT OF PREMIUMS.	Current By 19010309781

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 14061632030

Registration Date: 2014-Jun-16

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Jun-16 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18071831724	Renewal	2018-Jul-18
18071834175	Renewal	2018-Jul-18
18071834557	Amendment	2018-Jul-18

Debtor(s)

Block

Status

1 HOME SOLUTIONS CORPORATION
11540 40 STREET SE
CALGARY, AB T2Z 4V6

Current

Secured Party / Parties

Block

Status

1 SHAW GMC CHEVROLET BUICK INC.
4620 BLACKFOOT TRAIL SE
CALGARY, AB T2G 4G2
Phone #: 403 243 4201 Fax #: 403 243 6448

Deleted by
18071834557

Block

Status

2 SUMMIT ACCEPTANCE CORP
4620 BLACKFOOT TRAIL SE
CALGARY, AB T2G 4G2
Phone #: 403 444 7889 Fax #: 403 243 6448

Current

Search ID #: Z15126856

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1N6AF0LYXEN102160	2014	NISSAN NV HIGHROOF V8	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	BULKHEAD & REAR HEATER	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 17100531418

Registration Date: 2017-Oct-05

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Oct-05 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

19120244486

Amendment

2019-Dec-02

Debtor(s)

Block

Status

1 HOME SOLUTIONS CORPORATION
11510 40 STREET SE
CALGARY, AB T2Z 4V6

Current

Secured Party / Parties

Block

Status

1 SUMMIT ACCEPTANCE CORP.
4620 BLACKFOOT TRAIL SE
CALGARY, AB T2G 4G2
Phone #: 403 243 6200 Fax #: 403 243 6448

Deleted by
19120244486

Block

Status

2 SUMMIT ACCEPTANCE CORP.
1260 HIGHFIELD CRES SE
CALGARY, AB T2G 5M3
Phone #: 403 243 6200 Fax #: 403 243 6448
Email: ABppsa_notifications@kaizenauto.com

Current by
19120244486

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	WA1WAAF75JD007032	2018	AUDI Q7 TECHNIK S-LINE	MV - Motor Vehicle	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 18012407133

Registration Date: 2018-Jan-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jan-24 23:59:59

Exact Match on:

Debtor

No: 2

Amendments to Registration

18082127326	Amendment	2018-Aug-21
18082132166	Amendment	2018-Aug-21
19120243826	Amendment	2019-Dec-02

Debtor(s)

Block

1 HOMES SOLUTIONS CORPORATION
11510 40 STREET SE
CALGARY, AB T2Z 4V6

Status

Deleted by
18082132166

Block

2 HOME SOLUTIONS CORPORATION
11510 40TH ST SE
CALGARY, AB T2Z4V6

Status

Current by
18082132166

Secured Party / Parties

Block

1 SUMMIT ACCEPTANCE CORP.
4620 BLACKFOOT TRAIL SE
CALGARY, AB T2G 4G2
Phone #: 403 243 6200 Fax #: 403 243 6448

Status

Deleted by
19120243826

Block

2 SUMMIT ACCEPTANCE CORP.
1260 HIGHFIELD CRES SE
CALGARY, AB T2G 5M3

Status

Current by
19120243826

Search ID #: Z15126856

Phone #: 403 243 6200 Fax #: 403 243 6448
Email: ABppsa_notifications@kaizenauto.com

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GD07RFF9H1333972	2017	GMC SAVANA CUBE	MV - Motor Vehicle	Deleted By 18082127326
2	1GD07RFF9H1333973	2017	GMC SAVANA CUBE	MV - Motor Vehicle	Current By 18082127326

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	12FT CLASSIK TRANSIT VAN BOD S/N 1851690	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 18052430352

Registration Date: 2018-May-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-May-24 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HOME SOLUTIONS CORPORATION
11510 40 STREET SE
CALGARY, AB T2Z4V6

Current

Secured Party / Parties

Block

Status

1 SUMMIT ACCEPTANCE CORP
4620 BLACKFOOT TR SE
CALGARY, AB T2G4G2

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1GCWGAFG2J1190752 2018 CHEVROLET EXPRESS
2500 MV - Motor Vehicle

Current

Collateral: General

Block

Description

Status

1 BULKHEAD

Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 18052430933

Registration Date: 2018-May-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-May-24 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	HOME SOLUTIONS CORPORATION 11510 40 STREET SE CALGARY, AB T2Z4V6	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	SUMMIT ACCEPTANCE CORP 4620 BLACKFOOT TR SE CALGARY, AB T2G4G2	Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GCWGAFG0J1191107	2018	CHEVROLET EXPRESS 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	BULKHEAD	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 18062722126

Registration Date: 2018-Jun-27

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Jun-27 23:59:59

Inexact Match on:

Debtor

No: 1

Amendments to Registration

18072008179

Amendment

2018-Jul-20

Debtor(s)

Block

Status

1 HOMES SOLUTIONS CORPORATION
11510 - 40TH ST SE
CALGARY, AB T2Z4V6

Current

Secured Party / Parties

Block

Status

1 SUMMIT ACCEPTANCE CORP
4620 BLACKFOOT TR SE
CALGARY, AB T2G4G2

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1HA3GSCG6HN003265	2017	CHEVROLET EXPRESS 3500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	TRANSIT 14FT CUBE	Deleted By 18072008179
2	TRANSIT 14FT CUBE/1853607	Current By 18072008179

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 18100418205

Registration Date: 2018-Oct-04

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Oct-04 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block	Status
1 HOME SOLUTIONS CORPORATION 11510 - 40TH ST SE CALGARY, AB T2Z4V6	Current

Secured Party / Parties

Block	Status
1 SUMMIT ACCEPTANCE CORP 4620 BLACKFOOT TR SE CALGARY, AB T2G4G2	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	1GTW7AFG2J1255275	2018	GMC SAVANA 2500	MV - Motor Vehicle	Current

Collateral: General

Block	Description	Status
1	BULKHEAD	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 19010734368

Registration Date: 2019-Jan-07

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jan-07 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

20010907629

Amendment

2020-Jan-09

Debtor(s)

Block

1 2133892 ALBERTA LTD.
170, 12143 - 40 STREET SE
CALGARY, AB T2Z 4E6

Status

Deleted by
20010907629

Block

2 HOME SOLUTIONS CORP.
11510 - 40 STREET SE
CALGARY, AB T2Z 4V6

Status

Current by
20010907629

Secured Party / Parties

Block

1 S. NIELSEN FAMILY TRUST
65 TRASIMENO CRESCENT SW
CALGARY, AB T3E 8B9

Status

Deleted by
20010907629

Block

2 W. SONEGO FAMILY TRUST
715 IMPERIAL WAY SW
CALGARY, AB T2S 1N6

Status

Deleted by
20010907629

Block

3 S. NIELSEN FAMILY TRUST
65 TRASIMENO CRESCENT SW
CALGARY, AB T3E 8B9

Status

Current by
20010907629

Search ID #: Z15126856

Email: ddassist@telus.net

Block

4 W. SONEGO FAMILY TRUST
715 IMPERIAL WAY SW
CALGARY, AB T2S 1N6
Email: ddassist@telus.net

Status

Current by
20010907629

Collateral: General

Block

Description

1 All present and after acquired personal property of the Debtor and in all proceeds and
renewals thereof, accessions thereof and substitutions therefor.

Status

Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 19011505915

Registration Date: 2019-Jan-15

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Jan-15 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HOME SOLUTIONS CORPORATION
11510 40TH ST SE
CALGARY, AB T2Z4V6

Current

Secured Party / Parties

Block

Status

1 SUMMIT ACCEPTANCE CORP
4620 BLACKFOOT TR SE
CALGARY, AB T2G4G2

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	5TDDZ3DC6KS220028	2019	TOYOTA SIENNA LTD	MV - Motor Vehicle	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 19052828908

Registration Date: 2019-May-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-May-28 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	HOME SOLUTIONS CORPORATION 11510 40TH STREET SE CALGARY, AB T2Z4V6	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	SUMMIT ACCEPTANCE CORP 4620 BLACKFOOT TR SE CALGARY, AB T2G4G2	Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	FGA15129000694	2018	DOOSAN G30N-7	MV - Motor Vehicle	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 19052830753

Registration Date: 2019-May-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-May-28 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HOME SOLUTIONS CORPORATION
11510 40TH STREET SE
CALGARY, AB T2Z4V6

Current

Secured Party / Parties

Block

Status

1 SUMMIT ACCEPTANCE CORP
4620 BLACKFOOT TR SE
CALGARY, AB T2G4G2

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3ALACXFD7KDKS8316	2019	FREIGHT M2 106	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	2019 FREIGHTLINER M2 106/3ALACXFD7KDKS8316, SL-222 SWAPLOADER HOOKLIFT, DURABODY 20FT CURTAINSIDE	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 19100225921

Registration Date: 2019-Oct-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Oct-02 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	HOME SOLUTIONS CORPORATION 11510 40TH STREET SE CALGARY, AB T2Z4V6	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	SUMMIT ACCEPTANCE CORP 4620 BLACKFOOT TR SE CALGARY, AB T2G4G2	Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1HA6GVCG2KN012552	2019	CHEVROLET EXPRESS 4500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE 2019 CHEVROLET EXPRESS 4500 CUBE WITH 16FT ITB CUBE (SN: ITB-19-17808).	Current

Search ID #: Z15126856

Particulars

Block **Additional Information**

Status

1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current
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Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 19111240505

Registration Date: 2019-Nov-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Nov-12 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	HOME SOLUTIONS CORPORATION 11510 40TH STREET SE CALGARY, AB T2Z4V6	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	SUMMIT ACCEPTANCE CORP 4620 BLACKFOOT TR SE CALGARY, AB T2G4G2 Email: csmith@summitacceptance.com	Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GD07RFG2L1132790	2020	GMC SAVANA 3500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE 2020 GMC SAVANA 3500 WITH 12FT CUBE/1956549	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 19121032089

Registration Date: 2019-Dec-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Dec-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HOME SOLUTIONS CORPORATION
11510 40TH STREET SE
CALGARY, AB T2Z4V6

Current

Secured Party / Parties

Block

Status

1 SUMMIT ACCEPTANCE CORP
1260 HIGHFIELD CRES SE
CALGARY, AB T2G5M3
Email: abppsa_notifications@kaizenauto.com

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GD07RFG1L1134997	2020	GMC SAVANA 3500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE 2020 GMC SAVANA 3500 WITH 12FT TRANSIT CUBE/1956548	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 20103007789

Registration Date: 2020-Oct-30

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2028-Oct-30 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

20111024528	Amendment	2020-Nov-10
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Debtor(s)

Block

Status

1	HOME SOLUTIONS CORPORATION 11510 40TH SE CALGARY, AB T2Z4V6
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Current

Secured Party / Parties

Block

Status

1	SUMMIT ACCEPTANCE CORP 1260 HIGHFIELD CRES SE CALGARY, AB T2G5M3 Email: abppsa_notifications@kaizenauto.com
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Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTBW1XG5LKB19221	2020	FORD TRANSIT	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE 2020 FORD TRANSIT 350 HIGH ROOF 148 CARGO WITH BULKHEAD AND REAR HEATER	Deleted By 20111024528
2	ONE 2020 FORD TRANSIT 350 HIGH ROOF 148 CARGO WITH BULKHEAD, REAR HEATER, PROLINER P.8X-CS SERIES 3D GLASS CT 4.2 (SN: 8X-0477)	Current By 20111024528

Search ID #: Z15126856

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 20103008018

Registration Date: 2020-Oct-30

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2028-Oct-30 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

21052818792	Amendment	2021-May-28
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Debtor(s)

Block

1	HOME SOLUTIONS CORPORATION 11510 40TH SE CALGARY, AB T2Z4V6
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Status

Deleted by
21052818792

Block

2	HOME SOLUTIONS CORPORATION 11510 40TH ST SE CALGARY, AB T2Z 4V6
---	---

Status

Current by
21052818792

Secured Party / Parties

Block

1	SUMMIT ACCEPTANCE CORP 1260 HIGHFIELD CRES SE CALGARY, AB T2G5M3 Email: abppsa_notifications@kaizenauto.com
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Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FT7W2B68LED63440	2020	FORD F250	MV - Motor Vehicle	Current

Search ID #: Z15126856

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	2020 FORD F250 XLT CREW 4X4 WITH GRAPPLER TIRES & TIRE PRESSURE SENSOR, XD849 RIM, BACKFLIP MX4 BOX COVER, ALEA HEATED LEATHER, SIDE STEPS, REMOTE START	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 20111109398

Registration Date: 2020-Nov-11

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Nov-11 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HOME SOLUTIONS CORPORATION
11510 40TH STREET SE
CALGARY, AB T2Z4V6

Current

Secured Party / Parties

Block

Status

1 SUMMIT ACCEPTANCE CORP
1260 HIGHFIELD CRES SE
CALGARY, AB T2G5M3
Email: abppsa_notifications@kaizenauto.com

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3GTU2MEC5JG512002	2018	GMC SIERRA 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE 2020 GMC SIERRA 1500 KODIAK LEATHER CREW 4X4	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 21030215401

Registration Date: 2021-Mar-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2029-Mar-02 23:59:59

Exact Match on:

Debtor

No: 2

Amendments to Registration

21030219371

Amendment

2021-Mar-02

Debtor(s)

Block

1 HOME SOLUTIONS CORPORATION
11550 - 40TH ST SE
CALGARY, AB T2Z4V6

Status

Deleted by
21030219371

Block

2 HOME SOLUTIONS CORPORATION
11510 40TH ST SE
CALGARY, AB T2Z 4V6

Status

Current by
21030219371

Secured Party / Parties

Block

1 SUMMIT ACCEPTANCE CORP
1260 HIGHFIELD CRES SE
CALGARY, AB T2G5M3
Email: abppsa_notifications@kaizenauto.com

Status

Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	1GD07RF71M1198118	2021	GMC SAVANA	MV - Motor Vehicle	Current

Collateral: General

Block	Description	Status
1	ONE 2021 GMC SAVANA 3500 SRW WITH 12FT CUBE (SN: 2160513)	Current

Search ID #: Z15126856

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 21030215419

Registration Date: 2021-Mar-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2029-Mar-02 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

21030219476

Amendment

2021-Mar-02

Debtor(s)

Block

1 HOME SOLUTIONS CORPORATION
11550 - 40TH ST SE
CALGARY, AB T2Z4V6

Status

Deleted by
21030219476

Block

2 HOME SOLUTIONS CORPORATION
11510 40TH ST SE
CALGARY, AB T2Z 4V6

Status

Current by
21030219476

Secured Party / Parties

Block

1 SUMMIT ACCEPTANCE CORP
1260 HIGHFIELD CRES SE
CALGARY, AB T2G5M3
Email: abppsa_notifications@kaizenauto.com

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GD07RF71M1198085	2021	GMC SAVANA	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE 2021 GMC SAVANA 3500 SRW WITH 12FT CUBE (SN: 216051)	Current

Search ID #: Z15126856

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 21030215684

Registration Date: 2021-Mar-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2029-Mar-02 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

21030219299	Amendment	2021-Mar-02
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Debtor(s)

Block

1	HOME SOLUTIONS CORPORATION 11550 - 40TH ST SE CALGARY, AB T2Z4V6
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Status

Deleted by
21030219299

Block

2	HOME SOLUTIONS CORPORATION 11510 40TH ST SE CALGARY, AB T2Z 4V6
---	---

Status

Current by
21030219299

Secured Party / Parties

Block

1	SUMMIT ACCEPTANCE CORP 1260 HIGHFIELD CRES SE CALGARY, AB T2G5M3 Email: abppsa_notifications@kaizenauto.com
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Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTBW1XG0MKA09467	2021	FORD TRANSIT	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE 2021 FORD TRANSIT 350 HIGH ROOF 148 CARGO WITH BULKHEAD & REAR HEATER	Current

Search ID #: Z15126856

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 21030215696

Registration Date: 2021-Mar-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2029-Mar-02 23:59:59

Exact Match on:

Debtor

No: 2

Amendments to Registration

21030219234

Amendment

2021-Mar-02

Debtor(s)**Block**

1 HOME SOLUTIONS CORPORATION
11550 - 40TH ST SE
CALGARY, AB T2Z4V6

Status

Deleted by
21030219234

Block

2 HOME SOLUTIONS CORPORATION
11510 40TH ST SE
CALGARY, AB T2Z 4V6

Status

Current by
21030219234

Secured Party / Parties**Block**

1 SUMMIT ACCEPTANCE CORP
1260 HIGHFIELD CRES SE
CALGARY, AB T2G5M3
Email: abppsa_notifications@kaizenauto.com

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTBW1XG2MKA09468	2021	FORD TRANSIT	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE 2021 FORD TRANSIT 350 HIGH ROOF 148 CARGO WITH BULKHEAD & REAR HEATER	Current

Search ID #: Z15126856

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 21050527099

Registration Date: 2021-May-05

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2029-May-05 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

21051218735	Amendment	2021-May-12
21112420705	Amendment	2021-Nov-24

Debtor(s)

Block

1 HOME SOLUTIONS CORPORATION
11550 - 40TH STREET SE
CALGARY, AB T2Z4V6

Status

Deleted by
21112420705

Block

2 HOME SOLUTIONS CORPORATION
11510 40TH STREET SE
CALGARY, AB T2Z 4V6

Status

Current by
21112420705

Secured Party / Parties

Block

1 SUMMIT ACCEPTANCE CORP
1260 HIGHFIELD CRES SE
CALGARY, AB T2G5M3
Email: abppsa_notifications@kaizenauto.com

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTBR1X86MKA00935	2021	FORD TRANSIT	MV - Motor Vehicle	Deleted By 21051218735
2	1FTBR1X8XMKA00937	2021	FORD TRANSIT	MV - Motor Vehicle	Current By 21051218735

Search ID #: Z15126856

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE 2021 FORD TRANSIT T250 HR CARGO WITH BULKHEAD PARTITION & REAR HEATER	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 21110831263

Registration Date: 2021-Nov-08

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Nov-08 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HOME SOLUTIONS CORPORATION
12143 - 40TH STREET SE, SUITE 170
CALGARY, AB T2Z 4E6

Current

Secured Party / Parties

Block

Status

1 GEMSTONE LIGHTS CALGARY LTD
12143 - 40 STREET SE, SUITE 170
CALGARY, AB T2Z4E6
Email: info@hudson-law.ca

Current

Block

Status

2 3M HOLDINGS LTD
279 MIDPARK WAY SE, SUITE 103
CALGARY, AB T2X 1M2
Email: corporate@exglegal.ca

Current

Collateral: General

Block

Description

Status

1 All of the Debtor's present and after-acquired Personal Property, as well as by way of a floating charge on all of the Debtor's other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.

Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 22011014256

Registration Date: 2022-Jan-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Jan-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HOME SOLUTIONS CORPORATION
11550 40 STREET SE
CALGARY, AB T2Z 4V6

Current

Secured Party / Parties

Block

Status

1 PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC.
20 BAY STREET, 11TH FLOOR
TORONTO, ON M5J 2N8
Email: jdeacon@privatedebt.com

Current

Block

Status

2 PRIVATE DEBT PARTNERS
20 BAY STREET, 11TH FLOOR
TORONTO, ON M5J 2N8
Email: jdeacon@privatedebt.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z15126856

Business Debtor Search For:

HOME SOLUTIONS CORPORATION

Search ID #: Z15126856

Date of Search: 2022-Jun-20

Time of Search: 06:35:29

Registration Number: 22052622157

Registration Date: 2022-May-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-May-26 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HOME SOLUTIONS CORPORATION
11550 40 STREET SE
CALGARY, AB T2Z 4V6

Current

Secured Party / Parties

Block

Status

1 FORMATIONS INC.
12220 142 STREET
EDMONTON, AB T5L2G9
Email: pprnotices@stillmanllp.com

Current

Collateral: General

Block

Description

Status

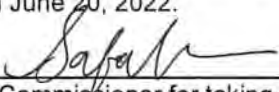
1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREFROM

Current

Result Complete

EXHIBIT "H"

This is Exhibit "H" to the Affidavit
of Jeffrey Deacon sworn before me
on June 20, 2022.


A Commissioner for taking affidavits
in the Province of Ontario

**Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law,
Expires May 17, 2025.**

SUBORDINATION AND POSTPONEMENT AGREEMENT

THIS AGREEMENT dated effective as of the 11 day of January, 2022.

AMONG:

PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC.

(and together with its successors, affiliates and assigns, the "**Senior Lender**")

- and -

S. NIELSEN FAMILY TRUST and W. SONEGO FAMILY TRUST

(collectively, the "**Vendor**")

- and -

HOME SOLUTIONS CORPORATION

(the "**Debtor**")

(individually a "**Party**", and collectively the "**Parties**")

WHEREAS pursuant to a credit agreement dated as of the date hereof by and among, *inter alios*, the Debtor, as borrower, and the Senior Lender, as lender (as may be amended, restated, supplemented, extended or replaced from time to time, the "**Credit Agreement**"), the Senior Lender agreed to make available to the Debtor certain credit facilities, on the terms and conditions set forth therein;

AND WHEREAS in accordance with the terms of the Credit Agreement, the Debtor, has or shall grant certain security interests, claims, charges, hypothecs liens or other encumbrances in favour of the Senior Lender, including, without limitation, pursuant to a general security agreement which creates in favour of the Senior Lender a security interest in all present and after-acquired property of the Debtor (and any renewals, amendments, replacements and substitutions thereof and therefor, and any other security documents and/or security interests of any kind whatever, that may now or hereafter serve to secure any liabilities and/or obligations now or hereafter owed by the Debtor to the Senior Lender collectively, the "**Senior Lender Security**");

AND WHEREAS the Senior Lender Security shall continue to be held by the Senior Lender as security for the payment and performance of all present and future obligations owing by the Debtor to the Senior Lender and performance of the Debtor's obligations under the Credit Agreement;

AND WHEREAS pursuant to a share purchase agreement dated September 6, 2018, as amended by a waiver and amending agreement dated November 26, 2021 (as may be further amended, the "**Share Purchase Agreement**"), the Vendor and certain other parties, as sellers, agreed to sell all of the issued and outstanding shares of Home Solutions Corporation to the 2133892 Alberta Ltd., which subsequently amalgamated with Home Solutions Corporation on January 7, 2019, continuing as the Debtor;

AND WHEREAS a portion of the purchase price is being paid by way of (i) a promissory note dated November 29, 2021 in favour of S. Nielsen Family Trust, in the principal amount of \$875,000.00, and (ii) a promissory note dated November 29, 2021 in favour of W. Sonego Family Trust in the principal amount of \$875,000.00 (the "**Promissory Notes**");

AND WHEREAS pursuant to the Share Purchase Agreement, and to secure the obligations owing pursuant to the Promissory Notes, the Debtor has or will grant certain security interests, claims, charges, hypothecs liens or other encumbrances in favour of the Vendor, including, without limitation, in respect of registration number 19010734368 registered at the Alberta Personal Property Registry against the Debtor (and any renewals, amendments, replacements and substitutions thereof and therefor and any

other security documents and/or security interests of any kind whatever, that may now or hereafter serve to secure any liabilities and/or obligations now or hereafter owed by the Debtor to the Vendor, "**Vendor Security**") as security for all indebtedness owing by the Debtor to the Vendor;

AND WHEREAS it is a condition of the Senior Lender agreeing to extend credit to the Debtor that the Vendor enter into this Subordination and Postponement Agreement (this "**Agreement**");

NOW THEREFORE in consideration of Senior Lender extending or continuing to extend credit to the Debtor, and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1 – POSTPONEMENT AND SUBORDINATION OF SECURITY INTEREST

1.1 CONSENT

Subject to the terms of this Agreement, the Senior Lender hereby gives consent to the Debtor to incur indebtedness to the Vendor for an amount up to the principal amount of \$1,750,000.00 (the "**Principal Amount**") and for interest accrued thereon pursuant to the Promissory Notes, and to grant the Vendor Security in favour of Vendor.

The Vendor hereby gives consent to the Debtor to grant the Senior Lender Security in favour of the Senior Lender.

1.2 POSTPONEMENT AND SUBORDINATION

The Vendor agrees that, at all times subject to Section 1.3 hereof, all indebtedness and obligations owing to it by the Debtor pursuant to the Vendor Security ("**Subordinate Debt**") are hereby deferred, postponed and subordinated in all respects by the Vendor to the prior repayment in full of the indebtedness and obligations owing to the Senior Lender by the Debtor pursuant to the Senior Lender Security or otherwise (the "**Senior Debt**"), and that the mortgage, charge and security interest of the Senior Lender on the property, assets and undertaking of the Debtor now or hereafter held pursuant to the Senior Lender Security, shall have priority over the Vendor Security, and the Vendor hereby subordinates, postpones and defers all mortgages, charges and security interests which it now or hereafter holds on the property, assets and undertaking of the Debtor pursuant to the Vendor Security or otherwise, in favour of the mortgage, charge and security interest which the Senior Lender now or hereafter holds on the property, assets and undertaking of the Debtor created by the Senior Lender Security.

The priorities established in this Agreement will apply in all circumstances regardless of:

- (a) the respective dates of execution, attachment, registration or perfection of the Senior Lender Security, the Vendor Security or the security interests created thereby;
- (b) the perfection or non-perfection of any security interest created pursuant to the Senior Lender Security or the Vendor Security;
- (c) subject to Section 1.5 hereof, any increases of the Subordinated Debt or Senior Debt;
- (d) the dates of advances of loans or extensions of credit made to the Debtor by the Senior Lender or the Vendor; or
- (e) the date of default by the Debtor under the Senior Lender Security or the Vendor Security, the dates of crystallization of any floating charges held by either the Senior Lender or the Vendor, the date of the appointment of a receiver, or the taking of any other steps to realize under any of the Senior Lender Security or the Vendor Security.

1.3 PAYMENTS OF SUBORDINATE DEBT

Notwithstanding the preceding section, prior to written notice being sent to the Debtor and the Vendor by the Senior Lender that an event of default has occurred under the Senior Lender Security, the Debtor shall be entitled to pay and the Vendor shall be entitled to receive for its own account payment of the outstanding principal and interest in respect of the Subordinated Debt, on the terms and conditions set out in the Promissory Notes; provided always that the making of any such payment is not likely to result in the occurrence of an event of default or breach of any covenant under the Senior Lender Security, and provided further that nothing herein creates a trust or similar claim in favour of the Vendor in respect of any monies deposited in accounts of the Debtor with the Senior Lender.

If any payment in respect of the Subordinate Debt is made by the Debtor in contravention of this Section, the Vendor shall hold the same in trust for the Senior Lender and shall remit it to the Senior Lender upon written demand being made therefor.

1.4 REGISTRATION – MAINTENANCE OF PRIORITIES

Should the Vendor register the Vendor Security by any means in any registry available for such purpose, the Vendor hereby covenants and agrees to file such postponements, security notices, financing statements, financing change statements and other documents and do such acts, matters and things as the Senior Lender may by written notice request in order to perfect on an ongoing basis the subordination and postponement contained herein. The Vendor hereby appoints the Senior Lender as its duly authorized agent to execute, deliver and file on the Vendor's behalf any such postponements, security notices, financing statements, financing change statements and other documents. Further, the Vendor shall, upon written request by the Senior Lender stating that the Debtor is in default under any of the Senior Lender Security, forthwith deliver to the Senior Lender any collateral in the possession or under the control of the Vendor, including, without limitation, any share certificates in respect of any of the shares being purchased by the Debtor pursuant to the Share Purchase Agreement, in order that the Senior Lender may enforce any of its rights pursuant to the Senior Lender Security.

1.5 RESTRICTIONS ON DEALINGS WITH VENDOR SECURITY

The Vendor agrees with the Senior Lender that the Vendor's Security as it exists on the date hereof shall not, without the prior written consent of the Senior Lender, be revised, restated, supplemented or replaced in any manner which:

- (a) increases the Principal Amount;
- (b) increases the amounts or frequency of principal or interest repayments;
- (c) accelerates the term (as that term is described in the Vendor Security); or
- (d) increases any stated interest rate above 10.00% per annum.

1.6 OTHER DEALINGS WITH SECURITY

Except as prohibited by Section 1.5 hereof, the Senior Lender and the Vendor may from time to time deal with the Debtor in order to renew, amend, replace or substitute its security and grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor, any guarantors of its indebtedness, or otherwise, without prejudice to or in any way limiting or affecting this Agreement.

Notwithstanding any other provision hereof, the Vendor may not assign any of its rights pursuant to the Vendor Security without the prior written consent of the Senior Lender.

ARTICLE 2 – ENFORCEMENT OF SECURITY

2.1 DEFAULT NOTICES

The Senior Lender and the Vendor each agrees that if, for any reason whatsoever, it decides to notify the Debtor of an event of default under its security, to make a demand for payment under its security, or to exercise any of its realization rights and remedies thereunder, which rights and remedies it may exercise at any time and from time to time, it shall use commercially reasonable efforts to forthwith deliver to the other written notice of such demand, it being understood that neither the Senior Lender, nor the Vendor shall incur liability for failure to deliver such notice.

2.2 RESTRICTIONS ON ENFORCEMENT

The Senior Lender and the Vendor agree as follows:

- (a) Without the prior written consent of the Senior Lender, the Vendor agrees that it shall not and shall not be entitled to:
 - (i) enforce any of its security;
 - (ii) appoint a receiver of the Debtor or any of its assets, or petition the Debtor into bankruptcy or initiate any similar proceedings; or
 - (iii) commence or initiate any action or proceeding to recover or receive payment of any of the Subordinate Debt.
- (b) However, notwithstanding the foregoing, the Vendor may (i) take any action, including enforcement of its security, if the Vendor determines in good faith that any delay in enforcement of its security may be prejudicial to the Vendor's interests, including any action that is required to preserve the validity or priority of the Vendor Security; (ii) take any action for conversion of any floating charge (or other form of non-fixed charge) in the Vendor's Security to a fixed charge (without prejudice to the subordination of such security to the Senior Lender Security pursuant to Section 1.2 hereof); (iii) give notice of default, demand for payment or acceleration of any of the Subordinate Debt; (iv) file a proof of claim or attend and vote at a meeting of creditors in connection with any action, suit or proceeding whether under the *Bankruptcy and Insolvency Act* (Canada) or otherwise; or (v) take action on non-payment of any of the Subordinate Debt for the purposes of obtaining a monetary judgment in respect thereof, provided that no measure is taken to enforce any judgment granted in such action.
- (c) In the event that the Vendor appoints a receiver of the Debtor or any of its assets and thereafter the Senior Lender appoints a receiver of the Debtor or any of its assets, the Vendor shall terminate the appointment of its receiver or apply to court for the termination of such receiver, if it is a court-appointed receiver, provided that the Vendor shall be entitled to recover its reasonable costs of collection and enforcement incurred to the date of termination from the proceeds of realization in priority to the Senior Lender and its receiver.
- (d) All proceeds of realization received by any party hereto will be divided and otherwise dealt with in such a way as to give effect to the provisions of this Agreement and the priorities created and established hereby.

ARTICLE 3 – GENERAL

3.1 EXCHANGE OF INFORMATION

As long as any of the indebtedness of the Debtor remains outstanding, the Debtor will stand possessed of its assets so charged for the Senior Lender and the Vendor in accordance with their respective interests and priorities as set forth herein. The Debtor consents to the Senior Lender and the Vendor advising each other of the particulars of the indebtedness of the Debtor to each and exchanging any other financial information they deem relevant. Neither the Senior Lender nor the Vendor will have or incur any liability to the Debtor for providing such information, nor for any direct or indirect consequences resulting from doing so.

3.2 ENTIRE AGREEMENT

Save for any schedules which may be added hereto pursuant to the provisions hereof, this Agreement constitutes the entire agreement between the Parties and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto and there are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied or statutory, between the Parties other than as expressly set forth in this Agreement.

3.3 HEADINGS

The division of this Agreement into Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

3.4 ENUREMENT

This Agreement shall enure to the benefit of the Senior Lender and its successors and assigns, and shall be binding upon the Vendor and its successors and assigns.

3.5 NOTICES

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Agreement shall be given in writing and shall be given by facsimile, email, personal delivery or by registered mail to the recipient as follows:

To the Senior Lender:	Private Debt Partners 20 Bay Street, 11 th Floor Toronto, Ontario M5J 2N8 Attention: Jeff Deacon Managing Director Email: jdeacon@privatedebt.com
To the Vendor:	S. Nielsen Family Trust 65 Trasimeno Crescent SW Calgary Alberta T3E 8B9 Sorensnielsen@outlook.com W. Sonogo Family Trust 41 Cawder Drive NW Calgary AB T2L 0L8 Wendymcallister44@gmail.com
To the Debtor:	11550 40 Street S.E. Calgary, Alberta T2Z 4V6

Attention: Andrew Davidson
Email: adavidson@simplespaces.ca

or to such other address, facsimile number, email address, or individual as may be designated by notice given by either party to the other. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third business day following the deposit thereof in the mail, and if given by facsimile or, on the day of transmittal thereof. If the party giving any Communication knows or ought to reasonably know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery or otherwise in accordance with this Section.

3.6 FURTHER ASSURANCES

Each Party shall execute and deliver to the others such further documents, and do and perform such further acts, as may be required from time to time to give full effect to the terms of this Agreement and the priorities between the Senior Lender Security and the Vendor Security as set forth herein.

3.7 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta.

3.8 TERMINATION

This Agreement shall terminate when:

- (a) The Vendor acknowledges in writing that all of the Debtor's indebtedness, obligations and liabilities to the Vendor under the Vendor Security have been paid in full; or
- (b) The Senior Lender acknowledges in writing that all of the Debtor's indebtedness, obligations and liabilities to the Senior Lender under the Senior Lender Security have been paid in full.

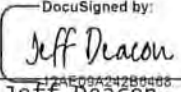
3.9 COUNTERPART EXECUTION

This Agreement may be executed in counterpart, and each counterpart when executed will be deemed to be an original, even where executed by means of electronic or facsimile transmission, and when taken together will constitute one agreement effective as of the date shown on the first page hereof.

[Signature Page follows]

IN WITNESS WHEREOF the Parties have executed this Subordination and Postponement Agreement as of the date first above written.

**PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC., d.b.a.
PRIVATE DEBT PARTNERS, as Senior
Lender**

Per:  DocuSigned by:
Name: Jeff Deacon
Title: Managing Partner
I have the authority to bind the corporation

S. NIELSEN FAMILY TRUST, as Vendor

Per: _____
Name: _____
Title: _____
I have the authority to bind the trust

W. SONEGO FAMILY TRUST, as Vendor

Per: _____
Name: _____
Title: _____
I have the authority to bind the trust

**HOME SOLUTIONS CORPORATION, as
Borrower**

Per: _____
Name: _____
Title: _____
I have the authority to bind the corporation

IN WITNESS WHEREOF the Parties have executed this Subordination and Postponement Agreement as of the date first above written.

**PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC., d.b.a.
PRIVATE DEBT PARTNERS, as Senior
Lender**

Per: _____
Name:
Title:
I have the authority to bind the corporation

S. NIELSEN FAMILY TRUST, as Vendor

Per: _____
Name:
Title:
I have the authority to bind the trust

W. SONEGO FAMILY TRUST, as Vendor

Per: _____
Name:
Title:
I have the authority to bind the trust

**HOME SOLUTIONS CORPORATION, as
Borrower**

Per: _____
Name:
Title:
I have the authority to bind the corporation

IN WITNESS WHEREOF the Parties have executed this Subordination and Postponement Agreement as of the date first above written.

PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC., d.b.a.
PRIVATE DEBT PARTNERS, as Senior
Lender

Per: _____
Name:
Title:
I have the authority to bind the corporation

S. NIELSEN FAMILY TRUST, as Vendor

Per: _____
Name:
Title:
I have the authority to bind the trust

W. SONEGO FAMILY TRUST, as Vendor

Per: Wudym
Name:
Title:
I have the authority to bind the trust

HOME SOLUTIONS CORPORATION, as
Borrower

Per: _____
Name:
Title:
I have the authority to bind the corporation

IN WITNESS WHEREOF the Parties have executed this Subordination and Postponement Agreement as of the date first above written.

PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC., d.b.a.
PRIVATE DEBT PARTNERS, as Senior
Lender

Per: _____

Name: _____

Title: _____

I have the authority to bind the corporation

S. NIELSEN FAMILY TRUST, as Vendor

Per: _____

Name: _____

Title: _____

I have the authority to bind the trust

W. SONEGO FAMILY TRUST, as Vendor

Per: _____

Name: _____

Title: _____

I have the authority to bind the trust

HOME SOLUTIONS CORPORATION, as
Borrower

Per: _____

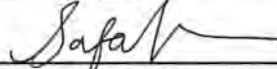
Name: Andrea Morrison

Title: President

I have the authority to bind the corporation

EXHIBIT "I"

This is Exhibit "I" to the Affidavit of
Jeffrey Deacon sworn before me on
June 20, 2022.



A Commissioner for taking affidavits
in the Province of Ontario

**Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.**

POSTPONEMENT, SUBORDINATION, AND STANDSTILL AGREEMENT

TO: PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC. (and together with its successors, affiliates and assigns, the "Lender")

DATED: January 11, 2022

RE: HOME SOLUTIONS CORPORATION (the "Debtor") and GEMSTONE LIGHTS CALGARY LTD. and 3M HOLDINGS LTD. (the "Creditors")

AND RE: Financing of the Debtor pursuant to a certain credit agreement executed and delivered as of the date hereof by and among, *inter alios*, the Debtor, as borrower, and the Lender, as lender (as may be amended, restated, supplemented, extended or replaced from time to time, the "Credit Agreement")

WHEREAS the Creditors have certain rights as a creditor of the Debtor and or may be granted security interests, claims, charges, hypothecs liens or other encumbrances (collectively, "Liens") by the Debtor and may register such Liens against the Debtor under the *Personal Property Security Act* (Alberta) or other applicable personal property security legislation in other applicable jurisdictions (collectively and as applicable, the "PPSA");

AND WHEREAS the Lender has been or will be granted Liens by the Debtor in connection with any and all debts, liabilities and obligations owing by the Debtor under the Credit Agreement and any and all documents ancillary thereto (the "Senior Debt") and has registered or may register such Liens against the Debtor under the PPSA (the "Senior Security");

AND WHEREAS the Lender requires a priority security position against all of the Debtor's present and after-acquired property, assets, and undertakings as a condition to the Lender extending credit to the Debtor under the Credit Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Creditors, the Creditors hereby acknowledge, confirm and agree in favour of the Lender as follows:

1. The Creditors consent to the granting of the Senior Security and the incurring of the Senior Debt by the Debtor.
2. The Creditors acknowledge the validity of the Senior Security and of the Senior Debt.
3. Notwithstanding any priority provided by any principle of law, equity, or statute or the relative order of execution, delivery, creation, grant, registration, advance, attachment, possession, perfection or non-perfection, default, demand, notice, crystallization, enforceability, or enforcement of the Senior Security, or any other matter or thing whatsoever, in law or in equity, any and all rights of the Creditors in and to any and all of the present and after-acquired property, assets, and undertakings of the Debtor, any and all proceeds therefrom, any and all insurance claims and proceeds in connection therewith which the Creditors may now have or hereinafter obtain and which may or may not be perfected by any existing registrations or any subsequent registrations under the PPSA, shall be fully and unconditionally junior and subordinated to the Senior Security in favour of the Lender.
4. Any and all debts, liabilities, and obligations which may now or hereafter be owing by the Debtor to the Creditors is junior, subordinated, and postponed to the Senior Debt and any and all debts, liabilities and obligations which may hereafter be owing by the Debtor to the Lender (the

"Subordinated Debt"). The Creditors hereby agree with the Lender that the Debtor will not repay the Subordinated Debt, and the Creditors will not accept any payment, whether principal, interest or otherwise on account of the Subordinated Debt and no satisfaction, consideration or security will be given to or accepted by the Creditors for any Subordinated Debt, in each case, unless the prior written consent of the Lender has been obtained (which consent may be granted or withheld by the Lender in its sole and absolute discretion) or until such time as the Senior Debt has been indefeasibly paid in full. Any payment on, or other consideration for, the Subordinated Debt that is received by the Creditors in violation of this Agreement will be held by the Creditors in trust for the benefit of, and shall forthwith be paid over to, the Lender. In no event shall the payment or distribution received by the Creditors be commingled with the other assets of the Creditors.

5. The Creditors shall not assign any of their rights or any of the Subordinated Debt owing to it without the prior written consent of the Lender, which may be unreasonably withheld.
6. The Creditors shall give prompt written notice to the Lender at the following address of any default of the Debtor regarding the Subordinated Debt:

Private Debt Partners Senior Opportunities Fund GP Inc.,
d.b.a. Private Debt Partners
20 Bay Street, 11th Floor
Toronto, Ontario M5J 2N8

Attention: Jeffrey Deacon
Email: jdeacon@privatedebt.com

7. The Creditors shall not, without the Lender's prior written consent, take any steps whatsoever to enforce any of its rights, take any action to accelerate the maturity of the Subordinated Debt or exercise any remedies or take any action or proceeding to enforce the Subordinated Debt or any security granted pursuant thereto (including, without limitation, asserting any rights of set-off or claims against any of the property, assets, or undertakings of the Debtor, commencing any bankruptcy proceedings, judgements, executions, foreclosure, sale, power of sale, taking of possession, giving in payment, appointing, or making application to a court for an order appointing an agent, monitor, consultant, liquidator, or receiver or receiver-manager over all or any part of the property, assets, or undertakings of the Debtor or by any other means of enforcement thereof) unless and until all of the obligations of the Debtor owing to the Lender have been indefeasibly paid and performed in full to the absolute and sole satisfaction of the Lender.
8. The Creditors shall do all things and execute all other documents requested by the Lender to give effect to this Postponement, Subordination, and Standstill Agreement.
9. This Postponement, Subordination, and Standstill Agreement shall be exclusively (without regard to any rules or principles of conflicts of laws) governed by the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta.
10. This Postponement, Subordination, and Standstill Agreement may be executed in any number of counterparts and by facsimile transmission or emailed PDF, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement.

[Signature Page Follows]

DATED with effect as of the day and year first above written.

GEMSTONE LIGHTS CALGARY LTD.

Per: 
Name: _____
Title: _____
I have authority to bind the corporation.

3M HOLDINGS LTD.

Per: _____
Name: _____
Title: _____
I have authority to bind the corporation.

The Debtor hereby acknowledges receipt of a copy of the foregoing Postponement, Subordination and Standstill Agreement, accepts all of the terms and conditions contained therein and further covenants and agrees with the Lender to give effect to all of the provisions thereof.

DATED with effect as of the day and year first above written.

HOME SOLUTIONS CORPORATION

Per: _____
Name: _____
Title: _____
I have authority to bind the corporation.

DATED with effect as of the day and year first above written.

GEMSTONE LIGHTS CALGARY LTD.

Per: _____

Name: _____

Title: _____

I have authority to bind the corporation.

3M HOLDINGS LTD.

Per: _____

Name: *Ashlyn Adams*

Title: *President*

I have authority to bind the corporation.

The Debtor hereby acknowledges receipt of a copy of the foregoing Postponement, Subordination and Standstill Agreement, accepts all of the terms and conditions contained therein and further covenants and agrees with the Lender to give effect to all of the provisions thereof.

DATED with effect as of the day and year first above written.

HOME SOLUTIONS CORPORATION

Per: _____

Name: _____

Title: _____

I have authority to bind the corporation.

DATED with effect as of the day and year first above written.

GEMSTONE LIGHTS CALGARY LTD.

Per: _____
Name: _____
Title: _____
I have authority to bind the corporation.

3M HOLDINGS LTD.

Per: _____
Name: _____
Title: _____
I have authority to bind the corporation.

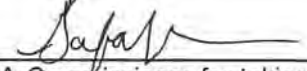
The Debtor hereby acknowledges receipt of a copy of the foregoing Postponement, Subordination and Standstill Agreement, accepts all of the terms and conditions contained therein and further covenants and agrees with the Lender to give effect to all of the provisions thereof.

DATED with effect as of the day and year first above written.

HOME SOLUTIONS CORPORATION

Per:  _____
Name: Andrew Davidson
Title: President
I have authority to bind the corporation.

This is Exhibit "J" to the Affidavit of Jeffrey Deacon sworn before me on June 20, 2022.



A Commissioner for taking affidavits in the Province of Ontario

Safa Warsi,
a Commissioner, etc., Province of Ontario
while a Student-at-Law.
Expires May 17, 2025.

PRIORITY AGREEMENT

THIS AGREEMENT dated January 11, 2022

AMONG:

PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC.,
doing business as **PRIVATE DEBT PARTNERS**

(hereinafter referred to as "PDP")

AND: THE TORONTO-DOMINION BANK

(hereinafter referred to as the "Lender")

AND: HOME SOLUTIONS CORPORATION

(hereinafter referred to as the "Customer")

WHEREAS:

The Customer has granted or agreed to grant to PDP a registered security interest in all of the Customer's present and after-acquired personal property and such other security as PDP may from time to time receive from the Customer to secure the PDP Obligations of the Customer to PDP including, without limitation, any commitment letter relating thereto (collectively, the "PDP Security");

The Customer has granted or agreed to grant to the Lender a registered security interest in all of the Customer's present and after-acquired personal property and such other security as the Lender may from time to time receive from the Customer to secure the Lender Obligations of the Customer to Lender including, without limitation, any commitment letter relating thereto (collectively, the "Lender Security");

The parties hereto have agreed to enter into this agreement in order to set out the respective priorities of the PDP Security and the Lender Security;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE 1 **CONSENT**

- 1.1 PDP hereby acknowledges its consent to the creation and issue by the Customer to the Lender of the Lender Security and to the incurring by the Customer of the indebtedness secured thereby.

- 1.2 The Lender hereby acknowledges its consent to the creation and issue by the Customer to PDP of the PDP Security and to the incurring by the Customer of the indebtedness secured thereby.

ARTICLE 2 INTERPRETATION

- 2.1 The preamble hereto forms an integral part of this Agreement.
- 2.2 In this Agreement, the following terms shall have the following meanings:
- (a) "Accounts Receivable" means all debts, accounts, claims, demands, monies and choses in action which are now or which may at any time hereafter be due, owing to or accruing due to or owned by the Customer, together with all books, records, documents, papers and electronically recorded data and any other documents or information of any kind which in any way evidences or relates to any or all of the said debts, accounts, claims, demands, monies and choses in action, provided that the term "Accounts Receivable" herein shall not (but subject always to the terms of Section 3.7 hereof) include any proceeds from the sale, disposition or realization of the personal property of the Customer other than Inventory;
 - (b) "PDP Obligations" means all present and future indebtedness, liabilities and obligations of the Customer to PDP, direct or indirect, absolute or contingent, matured or unmatured, joint or several including without limitation, all accrued interest thereon and all costs, charges and expenses incurred by PDP in connection therewith, including legal fees on a solicitor and his own client basis;
 - (c) "Inventory" means goods that are (i) held by the Customer for sale or lease, or have been leased by the Customer, (ii) that are to be furnished by the Customer or have been furnished by the Customer under a contract of service, (iii) that are raw materials or work in progress of the Customer, or (iv) are materials used or consumed in the Customer's business;
 - (d) "Lender Obligations" means all present and future indebtedness, liabilities and obligations of the Customer to the Lender, direct or indirect, absolute or contingent, matured or unmatured, joint or several including without limitation, all accrued interest thereon and all costs, charges and expenses incurred by the Lender in connection therewith, including legal fees on a solicitor and his own client basis.

ARTICLE 3 PRIORITIES

- 3.1 The PDP Security is hereby postponed and subordinated to the security constituted by the Lender Security to the extent of the Lender's Obligations from time to time with respect to Accounts Receivable and Inventory (but subject always to Section 3.7 hereof).

- 3.2 The Lender Security is hereby postponed and subordinated to the security constituted by the PDP Security with respect to all present and after acquired personal property other than Accounts Receivable and Inventory (but subject always to Section 3.7 hereof).
- 3.3 The subordinations and postponements herein shall apply in all events and circumstances regardless of:
- (a) the date of execution, attachment, registration or perfection of any security interest held by PDP or the Lender; or
 - (b) the date of any advance or advances made to the Customer by PDP or the Lender or the date upon which any of the Lender Obligations or the PDP Obligations may otherwise arise; or
 - (c) the date of default by the Customer under any of the PDP Security, the PDP Obligations, the Lender Security or the Lender Obligations or the dates of crystallization of any floating charges held by PDP or the Lender; or
 - (d) any priority granted by any principle of law or any statute, including the *Personal Property Security Act* and the *Land Titles Act*.
- 3.4 Any proceeds, including, without limitation, any insurance proceeds received by the Customer or by PDP or the Lender in respect of the collateral charged by the PDP Security or the Lender Security shall be dealt with according to the preceding provisions hereof as though such proceeds were paid or payable as proceeds of realization of the collateral for which they compensate.
- 3.5 If any of the PDP Security or the Lender Security is claimed or found by a trustee in bankruptcy or a court of competent jurisdiction to be unenforceable, invalid, unregistered or unperfected, then the foregoing provisions of this Article 3 shall not apply to such security to the extent that such security is so found to be unenforceable, invalid, unregistered or unperfected as against a third party unless the secured party shall be diligently contesting such a claim and has provided the other party with a satisfactory indemnity.
- 3.6 Each of the parties hereto shall permit any of the other parties hereto and their employees, agents and contractors, access at all reasonable times to any property and assets of the Customer upon which it has a prior charge or security interest in accordance with the terms hereof and to permit such other party to remove such property and assets from the premises of the Customer at all reasonable times without interference, provided that such other party shall promptly repair any damage caused to the premises by the removal of any such property or assets.
- 3.7 Notwithstanding the priorities set out in this Agreement, the parties acknowledge that the Customer will operate a bank account(s) with the Lender into which proceeds of the property subject to the PDP Security may be deposited. With the exception of any monies deposited in any accounts designated as trust accounts by the Customer for the benefit of PDP, the Lender shall have no obligation to PDP with respect to any monies in

any other account of the Customer maintained with the Lender, nor to any monies that may be deposited in or disbursed from any such other accounts.

3.8 The PDP covenants and agrees with the Lender that unless:

- (a) it has the prior written consent of the Lender, which consent may be arbitrarily or unreasonably withheld; or
- (b) all Lender Obligations have been fully paid and satisfied; or
- (c) the Lender has commenced (and has not discontinued) any realization (including seizure) proceedings, either judicial or extra judicial, under or in respect of the whole or any portion of the Lender Security; or
- (d) PDP has provided notice of default to the Customer (with a concurrent notice to the Lender) and a period of ninety (90) days has passed from the date of such notice with such default not having been cured;

the PDP shall not, nor shall it be entitled to, commence or maintain any enforcement, realization or seizure proceedings, either judicial or extra judicial, under or in respect of the PDP Security.

3.9 Notwithstanding the provisions of Section 3.8, PDP will be entitled to take any action under the PDP Security which does not amount to a realization proceeding, including:

- (a) upon the occurrence and during the continuance of a default under the PDP Security, accelerating the time for payment of any of the monies then owing to it in accordance with the terms of the governing commitment letter and make a demand therefore;
- (b) entering the business office of the Customer to inspect the assets of the Customer and to review, audit and copy all information relating to the assets of the Customer pursuant to the PDP Security, provided that it does not remove or destroy any such information;
- (c) filing a proof of claim in respect of the Customer, if a petition in bankruptcy is filed by or against the Customer; and
- (d) participating in any proposal or similar proceeding under the *Companies Creditor Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada) in respect of the Customer in a manner not inconsistent with this Agreement.

3.10 The Lender covenants and agrees with PDP that unless:

- (e) it has the prior written consent of PDP, which consent may be arbitrarily or unreasonably withheld; or
- (f) all PDP Obligations have been fully paid and satisfied; or

- (g) PDP has commenced (and has not discontinued) any realization (including seizure) proceedings, either judicial or extra judicial, under or in respect of the whole or any portion of PDP Security; or
- (h) The Lender has provided notice of default to the Customer (with a concurrent notice to PDP) and a period of ninety (90) days has passed from the date of such notice with such default not having been cured;

the Lender shall not, nor shall it be entitled to, commence or maintain any enforcement, realization or seizure proceedings, either judicial or extra judicial, under or in respect of the Lender Security.

3.11 Notwithstanding the provisions of Section 3.8, the Lender will be entitled to take any action under the Lender Security which does not amount to a realization proceeding, including:

- (i) upon the occurrence and during the continuance of a default under the Lender Security, accelerating the time for payment of any of the monies then owing to it in accordance with the terms of the governing commitment letter and make a demand therefore;
- (j) entering the business office of the Customer to inspect the assets of the Customer and to review, audit and copy all information relating to the assets of the Customer pursuant to the Lender Security, provided that it does not remove or destroy any such information;
- (k) filing a proof of claim in respect of the Customer, if a petition in bankruptcy is filed by or against the Customer; and
- (l) participating in any proposal or similar proceeding under the *Companies Creditor Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada) in respect of the Customer in a manner not inconsistent with this Agreement.

ARTICLE 4 COVENANTS OF THE CUSTOMER

- 4.1 The Customer hereby confirms to and agrees with PDP and the Lender that so long as any of the PDP Obligations or the Lender Obligations remain outstanding, it shall stand possessed of its assets so charged for the Lender in accordance with the priorities herein set out.
- 4.2 The Customer agrees and acknowledges to each of the Lender and PDP that (a) any default by the Customer under the terms and conditions of the Lender Security or in the repayment of the Lender Obligations, or in the credit facilities pertaining to any other financial institution, shall constitute a default by the Customer to PDP under the terms and conditions of the PDP Security; and (b) any default by the Customer under the terms

and conditions of the PDP Security or in the repayment of the PDP Obligations, or in the credit facilities pertaining to any other financial institution, shall constitute a default by the Customer to the Lender under the terms and conditions of the Lender Security.

**ARTICLE 5
GENERAL**

- 5.1 From time to time upon request therefor PDP and the Lender may advise each other of the particulars of the indebtedness and liability of the Customer to each other, and all security held by each therefor, and exchange information and opinions with respect to the Customer.
- 5.2 PDP and the Lender each agree that it will not transfer or assign any of its security from the Customer without first obtaining from the proposed assignee or transferee an agreement to be bound by the provisions of this Agreement.
- 5.3 Prior to making any demand for payment on the Customer or proceeding to enforce its security, PDP or the Lender, as the case may be, shall provide notice of such demand or enforcement to the other of them.
- 5.4 Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed and delivered to the parties hereto as follows:

for Private Debt Partners Senior Opportunities Fund GP Inc.:

20 Bay Street, 11th Floor
Toronto, Ontario M5J 2N8

Attention: Jeff Deacon

for the Lender:

The Toronto-Dominion Bank
10th Floor, 421 – 7th Avenue S.W.
Calgary, Alberta T2P 4K9

Attention: Ovais Khan

for the Customer:

Home Solutions Corporation
170, 12143 – 40 Street S.E.
Calgary, Alberta T2Z 4E6

Attention: Andrew Davidson

- 7 -

- 5.5 Each of the Customer, PDP and the Lender shall do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the interests of this Agreement; provided, however, that no consent of the Customer shall be necessary to any amendment of the terms hereof by PDP and the Lender unless the interests of the Customer are directly affected thereby.
- 5.6 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof. The delivery of an electronic signature to this Agreement by PDF shall be deemed to be a valid execution and delivery of this Agreement.
- 5.7 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 5.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their duly authorized officers on the dates hereinafter set forth.

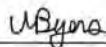
**PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC**

Per: Jeff Deacon DocuSigned by:
Jeff Deacon
12F209A242B6408
Title: Managing Partner

Per: _____
Title: _____

THE TORONTO-DOMINION BANK

Per: Ovais Khan 
Title: Account Manager, Financial Restructuring Group

Per: Taunja Byers 
Title: Manager Commercial Credit, Financial Restructuring Group

HOME SOLUTIONS CORPORATION

Per: _____
Title: _____

Per: _____ c/s
Title: _____

- 5.5 Each of the Customer, PDP and the Lender shall do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the interests of this Agreement; provided, however, that no consent of the Customer shall be necessary to any amendment of the terms hereof by PDP and the Lender unless the interests of the Customer are directly affected thereby.
- 5.6 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof. The delivery of an electronic signature to this Agreement by PDP shall be deemed to be a valid execution and delivery of this Agreement.
- 5.7 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 5.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their duly authorized officers on the dates hereinafter set forth.

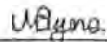
**PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC.**

Per: _____
Title:

Per: _____
Title:

THE TORONTO-DOMINION BANK

Per: Ovais Khan 
Title: Account Manager, Financial Restructuring Group

Per: Taunja Byers 
Title: Manager Commercial Credit, Financial Restructuring Group

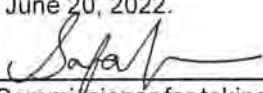
HOME SOLUTIONS CORPORATION

Per: 
Title:

Per: _____ c/s
Title:

EXHIBIT "K"

This is Exhibit "K" to the Affidavit
of Jeffrey Deacon sworn before me
on June 20, 2022.


A Commissioner for taking affidavits
in the Province of Ontario

Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
700 - 9TH AVENUE S.W., SUITE 3000
CALGARY, AB T2P 3V4
CANADA

T 403.298.2400
F 403.262.0007

MILLERTHOMSON.COM

May 5, 2022

via courier and via email:
adavidson@simplespaces.ca

Home Solutions Corporation
11510 - 40th Street SE
Calgary, AB T2Z 4V6

Nicole T. Taylor-Smith
Direct Line: 403.298.2401
ntaylor@millertomson.com

File: 0252261.0002

Dear Sirs:

**Re: Demand for Payment - Credit Facility advanced by Private Debt Partners
Senior Opportunities Fund GP Inc. d.b.a. Private Debt Partners ("PDP") to
Home Solutions Corporation (the "Borrower")**

We are the lawyers for PDP. We refer you to the Credit Agreement dated January 11, 2022 pursuant to which PDP advanced a credit facility to the Borrower (the "Credit Facility").

We also refer you to:

- a General Security Agreement dated January 11, 2022 given by the Borrower;
- a Limited-Recourse Guarantee and Share Pledge Agreement given by 2087212 Alberta Ltd. to PDP dated January 11, 2022;
- a Personal Guarantee given by Andrew Davidson to PDP dated January 11, 2022; and
- an Assignment of Insurance Policies given by the Borrower to PDP dated January 11, 2022;

collectively referred to herein as the "Security".

The balance owing to PDP under the Credit Facility calculated to May 4, 2022 is **\$9,224,815.23** (the "Indebtedness") the particulars of which are as follows.

Principal:	\$9,135,000.00
Outstanding Interest (10.45% per annum):	\$89,815.23
Total:	\$9,224,815.23

The Credit Facility is in default. The defaults include the following:

- failure to make payments when due; and
- non-compliance with the financial covenants.

As a result of the above noted defaults, the Credit Facility is now fully due and payable and PDP hereby demands payment of the Indebtedness plus any and all costs incurred by PDP including legal costs. Interest on the Indebtedness will continue to accrue to the date of

payment at the default rate of 18% per annum. Please contact our office prior to payment so that we can provide you with the current balance then outstanding.

Please send payment in the form of a bank draft payable to Miller Thomson LLP in Trust to:

Miller Thomson LLP
3000, 700 – 9th Avenue SW
Calgary, AB T2P 3V4
Attention: Nicole Taylor-Smith

Please be advised that if payment of the Indebtedness is not received within 10 days of the date of this letter, PDP will take whatever steps it deems necessary to recover the outstanding obligations of the Borrower including without limitation, steps to enforce the Security.

Please find enclosed for service upon you in accordance with the requirements of the *Bankruptcy and Insolvency Act* a Notice of Intention to Enforce a Security.

PDP expressly reserves its rights to proceed with the enforcement of all rights and remedies under the Security at any time, without further notice to you, if it becomes aware of any circumstances that might prejudice its position.

Yours truly,

MILLER THOMSON LLP

Per: 

Nicole T. Taylor-Smith,
Partner

Enclosure

c. PDP (via email)
c. Guarantors

NOTICE OF INTENTION TO ENFORCE A SECURITY

To: HOME SOLUTIONS CORPORATION, an insolvent corporation

Take notice that:

1. PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC. d.b.a. PRIVATE DEBT PARTNERS, a secured creditor, intends to enforce its security on the property of the insolvent corporation described below:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

2. The security that is to be enforced is the following:

General Security Agreement dated January 11, 2022

Assignment of Insurance Policies dated January 11, 2022

3. The total amount of indebtedness secured by the security as at May 4, 2022 is \$9,224,815.23 plus legal costs.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Calgary, Alberta on May 5, 2022.

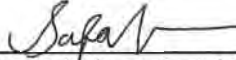
PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC. d.b.a.
PRIVATE DEBT PARTNERS

Per: 

By its authorized agent and legal
counsel, Nicole T. Taylor-Smith, Barrister
and Solicitor

EXHIBIT "L"

This is Exhibit "L" to the Affidavit
of Jeffrey Deacon sworn before me
on June 20, 2022.



A Commissioner for taking affidavits
in the Province of Ontario

**Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.**

FORBEARANCE AGREEMENT

This Forbearance Agreement (this “**Agreement**”), dated as of the 10th day of May, 2022 (the “**Effective Date**”), is made by and among:

HOME SOLUTIONS CORPORATION (the “**Borrower**”)

- and -

ANDREW DAVIDSON (“**Mr. Davidson**”) and **2087212 ALBERTA LTD.** (“**2087**” and together with Mr. Davidson, collectively, the “**Guarantors**”, and together with the Borrower, the “**Obligors**”)

- and -

PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC. (the “**Lender**”)

RECITALS:

- A. The Borrower operates a specialty trade contractor business in Calgary, Alberta (the “**Business**”).
- B. The Borrower is funded by, and indebted to, *inter alia*: The Toronto-Dominion Bank (“**TD**”) pursuant to a Demand Operating Facility Agreement, dated March 7, 2022, as subsequently amended pursuant to: (i) Demand Operating Facility Agreement Amendment, dated March 14, 2022; and, (ii) Demand Operating Facility Agreement Amendment, dated April 6, 2022 (collectively, the “**TD Loan Agreement**”). As at May 5, 2022, the indebtedness under the TD Loan Agreement was approximately \$2,030,028.13 (the “**TD Debt**”).
- C. The TD Debt is secured by various loan and security agreements, including, without limitation, a General Security Agreement dated July 24, 2001, granted by the Borrower to and in favour of TD.
- D. On April 29, 2022, TD issued a default letter as against the Borrower. On May 6, 2022, counsel for TD issued a demand for repayment and a Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3, as amended (the “**BIA**”).
- E. The Borrower is further funded by, and indebted to, the Lender, pursuant to a Credit Agreement dated as of January 11, 2022 (the “**PDP Loan Agreement**”). As at May 5, 2022, the indebtedness under the PDP Loan Agreement was approximately \$9,224,815.23 (the “**PDP Debt**” or the “**Obligations**”).
- F. The PDP Debt is secured by various loan and security agreements, including, without limitation, a General Security Agreement, dated January 11, 2022, as granted by the Borrower to and in favour of the Lender (collectively the “**PDP Loan Security**”).

G. The PDP Debt was guaranteed by the Guarantors pursuant to: (i) a personal guarantee dated January 11, 2022, granted by Mr. Davidson to the Lender; and (ii) a limited recourse guarantee and share pledge agreement dated January 11, 2022, granted by 2087 to the Lender; (collectively, the **"Guarantees"**).

H. The obligations stemming from the Guarantees are secured by: (i) a General Security Agreement dated January 11, 2022, granted by Mr. Davidson in favour of the Lender (the **"Davidson Security"**); and (ii) a Share Pledge Agreement dated January 11, 2022 granted by 2087 in favour of the Lender (the **"2087 Share Pledge"**) and together with the Davidson Security, the **"Guarantee Security"** and together with the PDP Loan Security, the **"PDP Security"**).

I. On May 5, 2022, counsel for the Lender issued a default letter as against the Borrower, along with demands for repayment and a Notice of Intention to Enforce Security under Section 244 of the BIA as against each of the Obligors (collectively, the **"PDP Demand Letters"**).

J. The Business has experienced significant liquidity issues. The Borrower has failed to generate sufficient revenue to meet its payroll obligations in the months of March and April, 2022. The Borrower anticipates that it will fail to meet its payroll obligations coming due on May 11, 2022 (the **"Payroll Expense"**).

K. On May 6, 2022, the Borrower informed the Lender that it intended to file a Notice of Intention to Make a Proposal under Part III Division I of the BIA (the **"NOI Proceedings"**).

L. The Borrower wishes to utilize the NOI Proceedings to conduct a sales process (the **"Sale Process"**) with the goal of preserving and maximizing the value of its Business for the benefit of its stakeholders. The Guarantors wish to assist the Borrower in such efforts. The Obligors have requested that the Lender forbear from exercising its rights and remedies under the PDP Loan Agreement, the Guarantees and the PDP Security.

M. The Lender is willing to forbear from exercising such rights and remedies for the Forbearance Period (as defined herein), provided that the Obligors comply with the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Obligor Acknowledgments

The Obligors irrevocably and unconditionally acknowledge, covenant, represent, confirm and agree that:

Section 1.01 Recitals. Each of the foregoing recitals is true and accurate in all respects.

Section 1.02 Defaults. The Borrower is in default under the PDP Loan Agreement by virtue of the defaults described in the PDP Demand Letters (collectively, the **"Existing Defaults"**).

Section 1.03 Loan Documents. The PDP Loan Agreement, the Guarantees, the PDP Security, and all other agreements, instruments and other documents executed in connection with or relating to the PDP Debt (the "**Loan Documents**") are in full force and effect, constitute legal, valid, binding and enforceable obligations against the Obligor in accordance with their terms, and each Obligor is hereby estopped from asserting or causing to be asserted on its behalf, any rights of defense, dispute, counterclaim, set-off, deduction or other rights, claims, demands, challenges, objections or appeals of any kind whatsoever existing as of the date of this Agreement, whether in respect of the obligations of the Obligor thereunder or the enforceability of same. The terms of the Loan Documents remain unchanged, except as modified herein.

Section 1.04 PDP Debt. The PDP Debt, as of close of business on May 5, 2022 was equal to \$9,224,815.23. The PDP Debt is due and owing and is not subject to any set-off, deduction, claim, counterclaim or defence of any kind, nature, character or description whatsoever. The PDP Debt is subject to certain fees and expenses which continue to accrue, including interest, costs, fees and expenses incurred by the Lender in connection with the Loan Documents and the PDP Debt.

Section 1.05 Collateral. The Lender has valid, enforceable and perfected security interests in the collateral described in the Loan Documents (the "**Collateral**"), as to which there are no set-offs, deductions, claims, counterclaims or defences of any kind or character whatsoever.

Section 1.06 No Lending Obligation. The Lender has no obligation to make loans or otherwise extend credit to the Obligor under the Loan Documents.

Section 1.07 Right to Accelerate Obligations. As a result of the Existing Defaults, the Lender has the right to accelerate the maturity and demand immediate payment of the PDP Debt.

Section 1.08 Default Notice. To the extent required by the Loan Agreements or the Guarantees, the Obligor has received timely and proper notice of the Existing Defaults and the opportunity to cure (if any), in accordance with the Loan Documents, or applicable law, and hereby waive any rights to receive further notice thereof. All applicable cure periods relating to the Existing Defaults have lapsed or are hereby explicitly waived.

Section 1.09 No Waiver of Defaults. Neither this Agreement, nor any actions taken in accordance with this Agreement or the Loan Documents, shall be construed as a waiver of or consent to the Existing Defaults or any other existing or future defaults under the Loan Documents, as to which the Lender's rights shall remain reserved.

Section 1.10 Preservation of Rights and Remedies. Upon expiration of the Forbearance Period (as defined in Section 3.01), all of the Lender's rights and remedies under the Loan Documents, and at law and in equity, shall be available without restriction or modification, as if the forbearance had not occurred, and the obligations of the Obligor under the Loan Documents shall continue to exist, as amended herein.

Section 1.11 Execution and Authorization. This Agreement has been duly executed and delivered by a duly authorized officer on behalf of each Obligor, and constitutes a legal, valid and binding obligation of the Obligor enforceable in accordance with its terms.

Section 1.12 Lender Conduct. The Lender has fully and timely performed all of its obligations and duties in compliance with the Loan Documents and applicable law and has acted in a commercially reasonable manner, in good faith and appropriately under the circumstances. The Borrower and the Guarantors hereby agree that, upon the execution of this Agreement, they shall each absolutely and

irrevocably release the Releasees (as defined herein), of and from any and all claims which they may have in respect of their default against the Releasees up to and including the Effective Date including, without limitation, any actions taken by the Lender in dealing with the Obligers.

Section 1.13 Purpose of Forbearance. The purpose of this Agreement is to provide the Guarantors an opportunity to assist with the Borrower's efforts to maximize value for the benefit of the Borrower's stakeholders, free from any action the Lender might otherwise initiate during the Forbearance Period.

Section 1.14 Request to Forbear. The Borrower and the Guarantors have requested the Lender's forbearance as provided herein, which shall enure to their direct and substantial benefit.

ARTICLE II

Tolling Provisions

Section 2.01 Tolling. As of the date hereof and continuing until the Termination Date (defined herein) and thereafter until the termination of the tolling arrangements hereof in the manner provided for at Section 2.02 and whether or not demand for payment has previously been delivered by the Lender in respect of the Obligations, the Lender, the Borrower and the Guarantors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Obligations, the PDP Security, and the Guarantees and any entitlements arising from the Obligations, the PDP Security and the Guarantees and any other related matters, and each of the parties confirm that this Agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by the applicable limitations legislation as well as the ultimate limitation period provided by the applicable limitations legislation, and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such applicable statute of limitations, contractual limitations, or any time related doctrine including waiver, estoppel or laches.

Section 2.02 Termination of Tolling. The tolling provisions of this Agreement will terminate upon any party providing the others with 45 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 45 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Obligations, the PDP Security, and the Guarantees or any entitlements arising from the Obligations, the PDP Security, and the Guarantees and any other related matters, will recommence running as of the effective date of such notice, and, for greater certainty, the time during which the limitation period is suspended pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

ARTICLE III

Lender Forbearance

Section 3.01 Forbearance Period. Subject to compliance by the Obligor with the terms and conditions of this Agreement, the Lender hereby agrees to forbear from exercising its rights and remedies against the Obligor under the Loan Documents with respect to the Existing Defaults during the period (the "**Forbearance Period**") commencing on the Effective Date and ending on the earliest to occur of: (i) November 30, 2022; (ii) the date upon which the Obligations are repaid, in full; and (iii) the date upon which any Forbearance Default (as defined in herein) occurs, subject to the Cure Period (as defined herein). The Lender's forbearance, as provided herein, shall immediately and automatically cease without notice or further action on the earliest to occur of (i), (ii) or (iii) (the "**Termination Date**"). On and from

the Termination Date, the Lender may, in its sole discretion, exercise any and all remedies available to it under the Loan Documents by reason of the occurrence of any default or event of default thereunder or the continuation of any Existing Default.

Section 3.02 Extension of Forbearance Period. In the sole discretion of the Lender and without obligation, after the Termination Date, the Lender may renew or extend the Forbearance Period or grant additional forbearance periods.

Section 3.03 Scope of Forbearance. During the Forbearance Period, the Lender will not, unless explicitly agreed upon herein, initiate enforcement or collection proceedings under the Loan Documents. For certainty, the Share Transfer (as defined herein) shall not constitute enforcement proceedings.

ARTICLE IV Representations and Warranties

Each of the Obligors represents and warrants as to itself that all representations and warranties relating to it contained in the Loan Documents are true and correct as of the Effective Date, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date. The Obligors further represent and warrant to the Lender as follows, and acknowledge that the Lender is relying on the accuracy of such representations and warranties:

Section 4.01 Authorization. The execution, delivery and performance of this Agreement are within its corporate power and authority and have been duly authorized by all necessary corporate action.

Section 4.02 Enforceability. This Agreement constitutes a valid and legally binding Agreement enforceable against the Obligors in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance and similar laws affecting creditors' rights generally and to general principles of equity.

Section 4.03 No Violation. The execution, delivery and performance of this Agreement do not and will not: (i) violate any law, regulation or court order to which the Obligors are subject; (ii) conflict with the Obligors' constituting documents; or (iii) result in the creation or imposition of any lien, security interest or encumbrance on any property of the Obligors, whether now owned or hereafter acquired, other than security interests in favour of the Lender.

Section 4.04 Accuracy of Information. All information provided by the Obligors, or any of their respective agents, is true, correct, and complete in all material respects, as of the date provided and does not contain any untrue statements of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading.

Section 4.05 Advice of Counsel. The Obligors have freely and voluntarily entered into this Agreement with the advice of legal counsel of their choosing, or have knowingly waived the right to do so.

ARTICLE V

Obligors' Covenants

To induce the Lender to forbear from the exercise of its rights and remedies as set forth above, the Borrower and the Guarantors (where applicable) hereby covenant and agree as follows:

Section 5.01 Cooperation with Sale Process. The Obligors shall cooperate with the Lender, and assist in all respects, in order to conduct the Sale Process. The Obligors shall provide the Lender with any and all information necessary to operate the Business including, without limiting the generality of the foregoing, operational information, customer and supplier contact information, passwords and login information, accounting and financial information and information related to the manufacture and supply of inventory.

Section 5.02 Transfer of Shares. 2087 shall execute and deliver any and all documentation necessary to effect the transfer to the Lender (or its nominee) of all of the shares subject to the 2087 Share Pledge (the "**Share Transfer**"). The Obligors explicitly covenant and agree to take all such steps and execute and deliver all such documents as are necessary to effect the Share Transfer on or before May 11, 2022 (the "**Share Transfer Condition**").

Section 5.03 Corporate Governance. Mr. Davidson shall initiate a board of directors meeting for 10:00 a.m. on May 11, 2022, for the purpose of passing a resolution that:

- (a) approves this Agreement and authorizes the execution of same;
- (b) appoints Lender's nominee to the board of directors, which nominee will be announced by the Lender prior to such meeting;
- (c) appoints a chief restructuring officer, to be selected by the Lender, that is authorized in all respects to initiate and facilitate the NOI Proceedings and the Sale Process and do all such things, and execute all such documents, as are required to give effect to the intention of this Agreement;
- (d) accepts the resignation of Mr. Davidson from the Borrower, in his capacities as a director and officer; and
- (e) authorizes the Borrower to terminate Mr. Davidson and Ms. Davidson as employees.

Section 5.04 Compliance with Loan Documents. The Guarantors shall continue to perform and observe all covenants, terms and conditions and other obligations contained in all of the Loan Documents (as expressly modified herein).

Section 5.05 Perfection of Lender's Security Interests. The Obligors shall execute and deliver to the Lender such documents and take such actions as the Lender deems necessary or advisable to perfect or protect the Lender's security interests, mortgages or liens granted by the Obligors to the Lender.

Section 5.06 Other Financial Information and Reporting. The Guarantors shall be available to discuss, and shall promptly provide to the Lender, such other financial information and reporting as the Lender may reasonably request.

Section 5.07 Payments to Shareholders, Related Parties. The Borrower shall not, without the prior written consent of the Lender, incur any capital expenditures, or make any payments, whether directly or

indirectly, to any of shareholder or any other persons, whether by way of dividends, capital dividends, redemption or retraction of shares or bonuses, except such payments made in the ordinary course of business on account of salary, which payments shall be consistent with the ordinary practices of the Borrower. There shall be no repayment of any amounts owing by the Borrower to any "related person" as such term is defined under the BIA, without the prior written consent of the Lender.

Section 5.08 No Additional Debt, No Further Security. Except in accordance with the terms and conditions of this Agreement, or with the prior written consent of the Lender, the Obligors shall not increase existing debt obligations or incur new debt obligations, and shall not grant security interests, mortgages, hypothecs, liens, charges, pledges or other encumbrances whatsoever to any person, firm, corporation or other legal entity.

Section 5.09 Statutory Remittances. From and after the Effective Date, and subject to the provision of the DIP Funding (as defined herein), the Borrower shall keep current all amounts owing by the Borrower to the Crown, including, without limitation, amounts owing under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the *Retail Sales Tax Act* (Ontario) and any other federal, provincial or municipal laws (including all provincial or municipal taxes, rates, duties, levies, fees, charges, local improvement rates, imposed charges, levies and assessments whatsoever in respect of the Project) which could give rise to a claim in priority to the PDP Security (collectively, the "**Priority Payables**"). The Borrower hereby authorizes and directs any entity having information in respect of the Priority Payables to release such information to the Lender or its agents to assist the Lender in evaluating the existence and extent of any indebtedness owing by the Borrower to such entity and the Borrower shall, at the request of the Lender, execute and deliver such authorizations and consents as the Bank may require in respect of same.

Section 5.10 Notice of Adverse Claims. If the Obligors shall become aware that any person or entity is asserting any lien, encumbrance, security interest or adverse claim (including any writ of seizure and sale, garnishment, judgment, execution, civil enforcement order, or similar process or any claim of control) against any of them or any of their property (each, an "**Adverse Claim**"), they shall promptly notify the Lender in writing thereof and provide to the Lender all documentation and other information it may request regarding such Adverse Claim.

Section 5.11 Notice of Forbearance Default. The Obligors shall give to the Lender prompt notice of any Forbearance Default or any event which, with notice or lapse of time or both, would constitute a Forbearance Default.

Section 5.12 Further Assurances. Promptly upon the request of the Lender, the Obligors shall take any and all actions, of any kind or nature whatsoever, and execute and deliver additional documents that relate to this Agreement and the transactions contemplated herein.

Section 5.13 Third Party Release. The Borrower shall seek the court's approval in obtaining a third party release for the benefit of the Borrower's former and current officers and directors, which release shall be consistent with recently granted third party releases in insolvency proceedings (the "**Third Party Release**"). For certainty, the Borrower shall seek a release that includes language that is the same or similar to the language noted on **Schedule "A"** to this Agreement.

ARTICLE VI Lenders Covenants

Upon the satisfaction of the Share Transfer Condition, the Lender will work with the Borrower to take all necessary steps to initiate and facilitate the NOI Proceedings on or before May 24, 2022. In connection with the NOI Proceedings, the Lender covenants and agrees as follows:

Section 6.01 Sale Process. On or before May 31, 2022, the Lender shall cause the Borrower to initiate a robust and fulsome Sale Process, supervised by a qualified proposal trustee (the “**Proposal Trustee**”), which Sale Process shall:

- (a) approve a stalking horse bid, which bid shall be put forward directly or indirectly by the Lender (the “**Stalking Horse Bid**”). The Stalking Horse Bid shall include:
 - (i) a complete assumption of the PDP Debt;
 - (ii) a complete assumption of the TD Debt; and
 - (iii) an assumption of other debts, to be determined by the Lender in its sole discretion.
- (b) be conducted for a period of time that is consistent with usual and customary practices as it relates to the sale of a business in an insolvency proceeding and as the Proposal Trustee agrees.

Section 6.02 DIP Funding. The Lender shall source interim financing sufficient to ensure that the Borrower can complete the Sale Process and operate the Business in the ordinary course during the NOI Proceedings (the “**DIP Funding**”).

Section 6.03 D&O Charge. The Lender shall, or shall cause the chief restructuring officer to, seek the court's approval in the NOI Proceedings to grant a charge for the benefit of the Borrower's directors and officers, in accordance with standard practices for proceedings like the NOI Proceedings.

Section 6.04 Payroll Expense. The Lender shall ensure that the Borrower is sufficiently funded to satisfy its obligations in connection with the Payroll Expense (including its obligations to pay the wages and other customary payroll amounts due to Mr. Davidson and his wife Jodie Davidson as part of the Payroll Expense), whether through the DIP Funding or otherwise.

Section 6.05 Third Party Release. The Lender will support the Borrower's efforts to obtain the Third Party Release.

Section 6.06 Maximize Recovery. The Lender will take all reasonable steps to maximize the recovery of value as it relates to the Borrower and the Business.

ARTICLE VII Reaffirmation of Guarantees

Section 7.01 Reaffirmation of Guarantee. Each Guarantor hereby ratifies and reaffirms: (i) the validity, legality and enforceability of their Guarantee; (ii) that its reaffirmation of the Guarantee is a

material inducement to the Lender to enter into this Agreement; and (iii) that their obligations under their Guarantee shall remain in full force and effect until all the Obligations have been paid in full.

ARTICLE VIII

Release of Claims and Waiver of Defences

Section 8.01 Release of Claims and Waiver of Defences. In further consideration of the Lender's execution of this Agreement, the Obligors, on behalf of themselves and their successors, assigns, parents, subsidiaries, affiliates, officers, directors, employees, and agents, hereby forever, fully, unconditionally and irrevocably waive and release the Lender and its successors, assigns, parents, subsidiaries, affiliates, officers, directors, employees, and agents (collectively, the "**Releasees**") from any and all claims, liabilities, obligations, debts, causes of action (whether at law, in equity or otherwise), defences, counterclaims, set-offs, of any kind, whether known or unknown, whether liquidated or unliquidated, matured or unmatured, fixed or contingent, directly or indirectly arising out of, connected with, resulting from or related to any act or omission by the Lender or any other Releasee with respect to the Loan Documents and any Collateral, other than the Lender's or any Releasee's wilful acts or omissions, on or before the date of this Agreement (collectively, the "**Claims**"). The Obligors further agree that they shall not commence, institute or prosecute any lawsuit, action or other proceeding, whether judicial, administrative or otherwise, to collect or enforce any Claim.

ARTICLE IX

Forbearance Defaults

Section 9.01 Forbearance Defaults. The occurrence of one or more of the following shall constitute a "**Forbearance Default**" under this Agreement, unless such default is existing at the time of the execution of this Agreement and the Lender is aware of such default:

- (a) The Obligors, or any of them, fail to abide by or observe any term, condition, covenant or other provision contained in this Agreement or any document related to or executed in connection with this Agreement.
- (b) A default or event of default occurs under any Loan Document or any document related to or executed in connection with this Agreement or any of the Loan Documents (other than the Existing Defaults).
- (c) Any Guarantor ceases to exist or revokes or terminates its liability under any Guarantee, or challenges the validity or enforceability of any Guarantee, or denies any further liability or obligation thereunder.
- (d) Any other creditor of any Obligor commences an action against an Obligor seeking to collect any debt, obligation or liability that is not stayed in connection with the NOI Proceedings.
- (e) Any representation or warranty of any Obligor made herein shall be false, misleading or incorrect in any material respect when made.
- (f) Any Obligor takes any action, or any event or condition occurs or exists, which the Lender reasonably believes in good faith is inconsistent in any material respect with any

provision of this Agreement, or impairs, or is likely to impair, the prospect of payment or performance by the Obligors of their obligations under this Agreement or any of the Loan Documents.

Section 9.02 Waiver. The Lender may waive, in writing, any Forbearance Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any other Forbearance Default.

Section 9.03 Cure Period. Upon the occurrence of a Forbearance Default, the Obligors shall be entitled to a five (5) day cure period (the “**Cure Period**”). If a Forbearance Default is not cured within the Cure Period, the Lender shall be entitled to all of its rights and remedies under this Agreement, the Loan Documents, at law or otherwise.

ARTICLE X

Remedies

Section 10.01 Remedies. Upon the occurrence of a Forbearance Default and the expiry of the Cure Period:

- (a) The Forbearance Period shall immediately and automatically cease, without notice to, or action by, any party, and the Lender shall have no further obligation to forbear and shall be entitled to enforce all of its rights and remedies against the Obligors.
- (b) The Obligors shall consent to the immediate enforcement of the PDP Security.
- (c) The Lender shall be entitled to exercise any or all of its rights and remedies under the Loan Documents, this Agreement, or any stipulations or other documents executed in connection with or related to this Agreement or any of the Loan Documents, or applicable law, including, without limitation, the appointment of a receiver, receiver manager, interim receiver, trustee, custodian, conservator, or other similar official for it or for all or any part of its assets, including the Project.
- (d) The Obligors shall cooperate with the Lender’s repossession of all personal property Collateral, which the Obligors shall immediately surrender to the Lender upon the Lender’s request, at the time and place designated by the Lender.
- (e) The Obligors shall cooperate with the Lender in initiating such proceedings, or filings for the benefit of creditors, as the Lender deems necessary or desirable to satisfy the outstanding Obligations.
- (f) The Lender may set off or apply to the payment of any or all of the Obligations, any deposit balances, any or all of the Collateral or proceeds thereof, or other money which the Lender now or hereafter owes to the Obligors.

ARTICLE XI

Miscellaneous

Section 11.01 Notices. Any notices with respect to this Agreement shall be given in writing and addressed to the other parties at the addresses set out below:

- (a) if to the Lender:

Private Debt Partners
95 Wellington Street West, Suite 1450
Toronto, Ontario M5J 2N7

Attention: Jeff Deacon
Email: jdeacon@privatedebt.com

with a copy to:

Miller Thomson LLP
700 9 Ave SW, #3000
Calgary, Alberta T2P 3V4

Attention: Nicole T. Taylor-Smith
Email: ntaylorsmith@millerthomson.com

- (b) if to the Obligors:

Andrew Davidson

Email: drewby2@mac.com

Home Solutions Corporation
11550 40 St SE
Calgary, Alberta T2Z 4V6

Attention: Chris Simard
Email: simardc@bennettjones.com

with a copy to:

Bennett Jones LLP
4500 Bankers Hall East, 855 2 Street SW
Calgary, Alberta T2P 4K7

Attention: Chris Simard
Email: simardc@bennettjones.com

Section 11.02 Entire Agreement. This Agreement and the Loan Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 11.03 Amendments. The terms of this Agreement may only be waived, amended, modified or supplemented by an agreement in writing signed by all the parties hereto.

Section 11.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 11.05 Full Force and Effect. The Loan Documents shall remain unchanged, in full force and effect, and continue to govern and control the relationship between the parties hereto, except to the extent they are inconsistent with, superseded or expressly modified herein. To the extent of any inconsistency, amendment or superseding provision, this Agreement shall govern and control.

Section 11.06 Successors and Assigns. This Agreement is binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors and assigns; provided that the Obligors may not assign any rights or delegate any obligations arising herein without the prior written consent of the Lender, and any prohibited assignment shall be absolutely void. The Lender may assign its rights and interests in this Agreement, the Loan Documents and all documents executed in connection with or related to this Agreement or the Loan Documents, at any time, without the consent of or notice to the Obligors.

Section 11.07 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Alberta or any other jurisdiction).

Section 11.08 Submission to Jurisdiction. Any action or proceeding arising out of this Agreement, the other Loan Documents or the transactions contemplated hereby or thereby will be instituted in the courts of the Province of Alberta, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 11.09 No Waiver. No failure to exercise and no delay in exercising, on the part of the Lender, any right, remedy, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Further, the Lender's acceptance of payment on account of the Obligations or other performance by the Obligors after the occurrence of Forbearance Default shall not be construed as a waiver of such Forbearance Default, any other Forbearance Default, or any of the Lender's rights or remedies.

Section 11.10 Cumulative Rights. The rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available by law, in equity or otherwise.

Section 11.11 Headings. The Section headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 11.12 Joint Transition. The parties hereby jointly and severally covenant and agree that from the Effective Date, they shall work together to establish fair and balanced transition messaging to the Borrower's employees and other stakeholders, as the case may be.

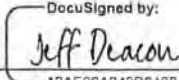
Section 11.13 Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission (that is, .pdf or .tiff) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For the Lender:

**PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC.**

Per: 
Name: Jeff Deacon
Title: Managing Partner

For the Borrower:

HOME SOLUTIONS CORPORATION

Per: _____
Name: Andrew Davidson
Title: President

For the Guarantors:

Witness

ANDREW DAVIDSON

2087212 ALBERTA LTD.

Per: _____
Name: Andrew Davidson
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For the Lender:

**PRIVATE DEBT PARTNERS SENIOR
OPPORTUNITIES FUND GP INC.**

Per: _____

Name: Jeff Deacon

Title: Managing Partner

For the Borrower:

HOME SOLUTIONS CORPORATION

Per: _____

Name: Andrew Davidson

Title: President

For the Guarantors:

Gay David
Witness

Andrew Davidson
ANDREW DAVIDSON

2087212 ALBERTA LTD.

Per: _____

Name: Andrew Davidson

Title: President

SCHEDULE "A"
RELEASE LANGUAGE

THIS COURT ORDERS that effective upon filing of the Proposal Trustee's Certificate, (i) the current and former directors, officers, employees, independent contractors that have provided legal or financial services to the Applicant, legal counsel and advisors of the Applicant, and (ii) the Proposal Trustee and its legal counsel (collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part of any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Proposal Trustee's Certificate and that relate in any manner whatsoever in the Applicant or any of its assets (current or historical), obligations, business or affairs or this NOI Proceeding, including any actions undertaken or completed pursuant to the terms of this Order, or arising in connection with or relating to the Sale Transaction (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released parties, *provided that* nothing in this paragraph shall waive, discharge, release, cancel or bar any claim: (i) that is not permitted to be released pursuant to the BIA, (ii) against the former or current directors and officers of the Applicant as it relates to any guarantees issued in connection with the Applicant, (iii) that may be made against any applicable insurance policy of the Applicant prior to the date of the NOI Filing, or (iv) that may be made against the current directors and officers that would be covered by the Directors' Charge granted pursuant to the Sales Process Order.



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Alberta
Division No.: 02 - Calgary
Court No.: 25-2832314
Estate No.: 25-2832314

This is Exhibit "M" to the Affidavit of
Jeffrey Deacon sworn before me on
June 20, 2022.

A Commissioner for taking affidavits
in the Province of Ontario

Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.

In the Matter of the Bankruptcy of:

Home Solutions Corporation

Debtor

MNP LTD / MNP LTÉE

Licensed Insolvency Trustee

Ordinary Administration

Date and time of bankruptcy:	May 20, 2022, 15:28	Security:	\$0.00
Date of trustee appointment:	May 20, 2022		
Meeting of creditors:	June 07, 2022, 10:00 https://us02web.zoom.us/j/86561213754? pwd=eUloVDA0VDevbk1qa2o5ZFFwVHRpZz09 Calgary, Alberta Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: May 20, 2022, 17:32

E-File/Dépôt Electronique

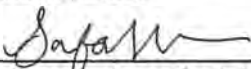
Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada

This is Exhibit "N" to the Affidavit of
Jeffrey Deacon sworn before me on
June 20, 2022.




A Commissioner for taking affidavits
in the Province of Ontario

Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.

May 24, 2022

Notice to the creditors of Home Solutions Corporation (the "Company")

The Company made an assignment in bankruptcy on May 20, 2022, and MNP Ltd. was appointed as Trustee of the bankrupt estate (the "Trustee"). Publicly available information will be posted on the Trustee's website at:

<https://mnpdebt.ca/en/corporate/corporate-engagements/home-solutions-inc>

Attached are the following documents:

1. Notice of bankruptcy and first meeting of creditors;
2. Statement of affairs; and
3. Proof of claim/ proxy.

The first meeting of creditors (the "Meeting") is being held virtually via Zoom on June 7, 2022, at 10:00 a.m. Mountain Time. The link to the Zoom meeting is below (call in details can also be provided upon request):

<https://us02web.zoom.us/j/86561213754?pwd=eUloVDA0VDcvbk1qa2o5ZFFwVHRpZz09>

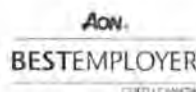
In order to be eligible to vote at the Meeting, creditors must have filed prior to the Meeting, a valid proof of claim form and, where necessary, a proxy.

Should you have additional questions, please contact Jacqueline Shellon at 1-587-702-5959.

MNP Ltd. in their capacity as the Licensed Insolvency
Trustee for Home Solutions Corporation and not in its
personal or corporate capacity



Vanessa Allen, B. Comm, CIRP, LIT
Senior Vice President



LICENSED INSOLVENCY TRUSTEES
1500, 640 - 5TH AVENUE SW, CALGARY AB, T2P 3G4
1.877.500.0792 T: 403.538.3187 F: 403.537.8437 MNPdebt.ca

District of: Alberta
Division No. 02 -Galgary
Court No. 25-2832314
Estate No. 25-2832314

FORM68
Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)

☒ Original

☐ Amended

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta

Take notice that:

1. Home Solutions Corporation filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against Home Solutions Corporation) on the 20th day of May 2022 and the undersigned, MNP Ltd., was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court), subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 7th day of June 2022 at 10:00 AM at Virtual meeting or <https://us02web.zoom.us/j/86561213754?pwd=eUloVDA0VDcvbk1qa2o5ZFFwVHRpZz09>.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate.

Dated at the city of Calgary in the Province of Alberta, this 22nd day of May 2022.

MNP Ltd. • Licensed Insolvency Trustee
Per.



Vanessa Allen - Licensed Insolvency Trustee
1500, 640 - 5 Avenue SW
Calgary AB T2P 3G4
Phone: (403) 538-3187 Fax: (403) 537-8437

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

☒ Original ☐ Amended

-- Form 78 --

Statement of Affairs (Business Bankruptcy) made by an entity
(Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta

To the bankrupt:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 20th day of May 2022. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	1,793,941.61
Balance of secured claims as per list "B"	10,673,825.23
Total unsecured creditors	12,667,766.84
2. Secured creditors as per list "B"	3,367,090.00
3. Preferred creditors as per list "C"	102,420.31
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
Total liabilities	16,137,277.15
Surplus	NIL

ASSETS (as stated and estimated by the officer)	
1. Inventory	1,469,707.00
2. Trade fixtures, etc.	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good	982,107.00
Doubtful	435,420.00
Bad	775,139.00
Estimated to produce	1,199,817.00
4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
5. Deposits in financial institutions	0.00
6. Cash	0.00
7. Livestock	0.00
8. Machinery, equipment and plant	695,466.00
9. Real property or immovable as per list "G"	0.00
10. Furniture	0.00
11. RRSPs, RRIFs, life insurance, etc.	0.00
12. Securities (shares, bonds, debentures, etc.)	0.00
13. Interests under wills	0.00
14. Vehicles	2,100.00
15. Other property, as per list "H"	0.00

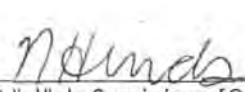
If bankrupt is a corporation, add:

Amount of subscribed capital	0.00
Amount paid on capital	0.00
Balance subscribed and unpaid	0.00
Estimated to produce	0.00

Total assets	3,367,090.00
Deficiency	12,770,187.15

I, Jeffrey Deacon, of the city of Toronto in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 20th day of May 2022 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
before me at the city of Calgary in the Province of Alberta, on this 20th day of May 2022.


Natalie Hinds, Commissioner of Oaths
For the Province of Alberta
Expires June 28, 2024

NATALIE HINDS
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires June 28, 2024


Jeffrey Deacon

District of: Alberta
 Division No. 02 - Calgary
 Court No.
 Estate No.

FORM 7B -- Continued

In the Matter of the Bankruptcy of
 Home Solutions Corporation
 of the city of Calgary, in the Province of Alberta
 List "A"
 Unsecured Creditors

Home Solutions Corporation

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	2020 Blind Installations Inc.	Suite #108, 2850 - 107 Ave SE Calgary AB T2Z 3R7	885.15	0.00	885.15
2	2087212 Alberta Ltd.	170, 12143 - 40th Street SE Calgary AB T2Z 4E6	34,476.27	0.00	34,476.27
3	3M Holdings Ltd.	279 Midpark Way SE, Suite 103 Calgary AB T2X 1M2	0.00	732,000.00	732,000.00
4	AAA Towing LTD.	10885, 84 Street SE Calgary AB T2C 5A6	441.00	0.00	441.00
5	ABSA	#380,6715 - 8 St NE Calgary AB T2E 7H7	51.50	0.00	51.50
6	ADP Canada Co.	East Tower, 3250 Bloor St W 16th Floor Etobicoke ON M8X 2X9	324.33	0.00	324.33
7	AEC	102 - 243 Clearview Drive Red Deer AB T4E 0A1	1,564.93	0.00	1,564.93
8	Alberta Treasury Board & Finance Attn: Hazel Trombley	9811 - 109 Street Edmonton AB T5K 2L5	1.00	0.00	1.00
9	Andrew Davidson	11550 - 40th Street SE Calgary AB T2Z 4V6	11,578.84	0.00	11,578.84
10	Arthur Cox & Sons	4755 Zinfandel Crl, Suite D Ontario CA 91761 USA	498.50	0.00	498.50
11	Associated Cab Ltd.	307 41st Avenue N.E. Calgary AB T2E 2N4	1,255.85	0.00	1,255.85
12	Bavelloni America Inc.	4381 Federal Drive, Suite 160 Greensboro NC 27410 USA	24,489.52	0.00	24,489.52
13	Beaver Electric (1994) Inc.	46 Hidden Ridge View NW Calgary AB T3A 5V8	2,574.35	0.00	2,574.35
14	Blesse Canada	3505 Laird Rd #3 MISSISSAUGA ON L5L 5Y7	3,170.31	0.00	3,170.31
15	BILD Calgary Region Association	212 Meridian Road NE Calgary AB T2A 2N6	1,732.50	0.00	1,732.50
16	Bugle Forklift Sales & Rentals Ltd.	4919 - 72 Ave SE Calgary AB T2C 3H3	1,008.00	0.00	1,008.00
17	Burnet, Duckwork & Palmer LLP	2400, 525 - 8 Avenue SW Calgary AB T2P 1G1	51,840.86	0.00	51,840.86
18	C Can Store Inc	9215, 40 St SE Calgary AB T2C 4Z5	189.00	0.00	189.00
19	C.R. Laurence	65 Tigl Court Concord ON L4K 5E4	48,180.97	0.00	48,180.97
20	Calgary Fasteners & Tool	#1-1288-42 Ave. S.E. Calgary AB T2G 5P1	4,280.83	0.00	4,280.83
21	Calgary Police Service	5111 47 Street NE Calgary AB T3J 3R2	20.00	0.00	20.00
22	Canadian Blind Manufacturing Inc.	13040 Worster Court Richmond BC V6V 2B3	1.00	0.00	1.00

20-May-2022

Date

Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 7B -- Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta

List "A"
Unsecured Creditors
Home Solutions Corporation

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
23	Car-Tistic CREATIONS	2222 Pegasus Road NE Calgary AB T2E 8G8	3,307.50	0.00	3,307.50
24	CFM Air Equipment	3647 Blackburn Rd SE Calgary AB T2G 4A3	16,986.52	0.00	16,986.52
25	Chubb Edwards	P.O. Box 57005 Toronto ON M5M 5M5	1,426.78	0.00	1,426.78
26	City of Airdrie Attn: Accounts Receivable	400 Main Street SE Airdrie AB T4B 3C3	357.00	0.00	357.00
27	City of Edmonton	PO Box 2670 Edmonton AB T5J 2G4	244.00	0.00	244.00
28	City of Lethbridge	910 4th Avenue South Lethbridge AB T1J 0P6	774.00	0.00	774.00
29	CO Glass Systems	c/o MNP Ltd 1500, 640 - 5th Avenue SW Calgary AB T2P 3G4	1,155.00	0.00	1,155.00
30	Cole International USA, Inc.	1775 Baseline Road STE 280 Grand Island NY 14072 USA	5,528.98	0.00	5,528.98
31	Contact Plus Insurance Network	Suite 709 - 5770 Hurontario St Mississauga ON L5R 3G5	4,650.00	0.00	4,650.00
32	CRA - Tax - Prairies GST	Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1	471,515.55	0.00	471,515.55
33	CRA - Tax - Prairies RP	Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1	31,480.98	0.00	31,480.98
34	CRS CraneSystems Inc	333 Strathmoor Way Sherwood Park AB T8H 2K2	7,791.48	0.00	7,791.48
35	Diamond Willow Advisory	#630 - 1414 8 ST SW Calgary AB T2R 1J6	120,199.25	0.00	120,199.25
36	Direct Energy	PO Box 1587 Station M calgary T2P3B9 Calgary AB T2P 3B9	21,895.08	0.00	21,895.08
37	Ecco Recycling and Energy Corporation	10114, 24 St SE Calgary AB T2C 3X7	1,871.30	0.00	1,871.30
38	ECS Electrical Cable Supply LTD.	Unit 21, 10551 - 50 ST SE Calgary AB T2C 3E3	620.55	0.00	620.55
39	Elite Fleet Courier	Box 121, 1K, 200 Barclay Parade SW calgary Calgary AB T2P 4R5	80.40	0.00	80.40
40	Enmax	PO Box 2900 STN M Calgary AB T2P 3A7	5,493.85	0.00	5,493.85
41	Erlin Drisdelle	11550 - 40 St SE Calgary AB T2Z 4V6	2,860.00	0.00	2,860.00
42	Focal Point Stainless and Glass Inc.	c/o MNP Ltd. 1500, 640 - 5th Avenue SW Calgary AB T2P 3G4	315.00	0.00	315.00

20-May-2022

Date

Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta

List "A"
Unsecured Creditors

Home Solutions Corporation

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
43	Formations	12220 - 142 Street Edmonton AB T5L 2G9	88,535.89	0.00	88,535.89
44	Gemstone Lights Calgary Ltd.	12143 - 40 Street SE, Suite 170 Calgary AB T2Z 4E6	0.00	732,000.00	732,000.00
45	GlassTech Entrance Systems	4607 Pacific Road NE Calgary AB T2E 6S4	173.25	0.00	173.25
46	Glaston America Inc.	100 Dobbs Lane, Suite 102 Cherry Hill NJ 08034 USA	5,672.68	0.00	5,672.68
47	Gone Too Soon	c/o MNP Ltd. 1500, 640 - 5th Avenue SW Calgary AB T2P 3G4	110.00	0.00	110.00
48	Hafele Canada Inc.	4100, 106 Ave SE Bay 2 Calgary AB T2C 6B6	752.12	0.00	752.12
49	Hi-Tech Glazing Supplies	210-13060 - 80 Ave Surrey BC V3W 3B2	913.45	0.00	913.45
50	Homes by Avi (Edmonton)	1260 - 91 St SW Edmonton AB T6X 0P2	3,500.00	0.00	3,500.00
51	Hudson Law	170, 12143 - 40 Street SE Calgary AB T2Z 4E6	4,491.69	0.00	4,491.69
52	In-House Receivable Services	19072 - 26 Ave Surrey BC V3Z 3V7	8,476.82	0.00	8,476.82
53	Jori International Ltd.	#10 - 1323 44 Avenue N Calgary AB T2E 6L5	571.06	0.00	571.06
54	KC3 Enterprises Ltd.	412 Drake Landing Point Okotoks AB T1S 2M6	9,524.00	0.00	9,524.00
55	Kenivy Enterprises	2000 Somervale Court Sw Calgary AB T2Y 4J1	3,641.21	0.00	3,641.21
56	Long View Systems Corporation	Suite 2100, 250 2 Street SW Calgary AB T2P 0C1	45,682.36	0.00	45,682.36
57	Manus Abrasive Systems Inc.	1040 - 78th Avenue edmonton alberta Edmonton AB T6P 1L7	264.35	0.00	264.35
58	Marvel Enterprises Inc.	271028 - 16th St West Foothills AB T1S 3M5	157.50	0.00	157.50
59	Malodi	7206 Cessna Drive Greensboro NC 27409 USA	1,676.27	0.00	1,676.27
60	Maxxmar Window Fashions	240 Barlor Road Toronto ON M9M 1H1	1,998.27	0.00	1,998.27
61	Messer Canada Inc	P.O. BOX 15687, Station A Toronto ON M5W 1C1	2,778.51	0.00	2,778.51
62	Ministry of Finance - PST - British Columbia	Station Provincial Government PO Box 9445 Victoria BC V8W 9V5	133.90	0.00	133.90
63	Ministry of Finance - Saskatchewan Attr: Collection Enforcement Department	PO Box 200 Regina SK S4P 2Z6	1,403.84	0.00	1,403.84

20-May-2022

Date

Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 - Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta
List "A"
Unsecured Creditors
Home Solutions Corporation

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
64	National Glass (2015) Ltd.	102, 6900 - 54th St SE Calgary AB T2C 4Y8	0.02	0.00	0.02
65	National Motor Freight Traffic Association, Inc	1001 North Fairfax Street, Suite 600 Alexandria Virginia Alexandria VA 22314-1798 USA	100.10	0.00	100.10
66	Nielsen, Soren	65 Trasimeno Crescent SW Calgary AB T3E 8B9	66,828.00	0.00	66,828.00
67	Optima SRL	Via A. Vespucci 4 40017 - San Giovanni Persic AB T2G 3G4	228.87	0.00	228.87
68	P.J. White Hardwoods Ltd.	4033 - 11 St SE Calgary AB T2G 3H1	11,556.56	0.00	11,556.56
69	Pallet King	35 RR6 Calgary AB T2M 4L5	288.75	0.00	288.75
70	Performance Mobile Services, Inc.	9808, 40th Street SE Calgary AB T2C 2P3	3,855.60	0.00	3,855.60
71	Petro-Canada	PO Box 8500 Don Mills ON M3C 3B2	38,098.02	0.00	38,098.02
72	Petty Cash	c/o MNP Ltd. 1500, 640 - 5th Avenue SW Calgary AB T2P 3G4	8.90	0.00	8.90
73	Pioneer-air Ltd.	Bay B1, 624 Beaver Dam Road NE Calgary AB T2K 4W6	6,047.79	0.00	6,047.79
74	Pilney Bowes	1315 Pickering Parkway, 3rd Floor Pickering ON L1V 7G5	463.76	0.00	463.76
75	PJ White Hardwoods Ltd.	4033 - 11 St SE Calgary AB T2G 3H1	11,556.56	0.00	11,556.56
76	Polymershapes Distribution Canada, Inc.	1440 AVIATION PARK N.E. UNIT 103 Calgary AB T2E 7E2	613.84	0.00	613.84
77	Priority Credit Management	17315A 108 Ave NW Edmonton AB T5S 1G2	42,075.37	0.00	42,075.37
78	Private Debt Partners	20 Bay Street, 11th Floor Toronto ON M5J 2N8	0.00	9,224,815.23	9,224,815.23
79	Purolator Courier Ltd.	P.O. Box 7600 Toronto ON M5C 3E2	47.89	0.00	47.89
80	Richelle Hardware	5211 - 52nd Street SE Calgary AB T2C 4T2	22,324.40	0.00	22,324.40
81	Rosenau Transport Ltd.	5805 98 Street Edmonton AB T6E 3L4	6,366.36	0.00	6,366.36
82	Rubbermaid Closet & Organization Products	1402 Adams Farm Pkwy Greensboro NC 27407 USA	39,667.80	0.00	39,667.80
83	Sauder Woodworking Co.	PO Box 633834 Cincinnati OH 45201 USA	119,964.44	0.00	119,964.44
84	Shaw GMC Chevrolet Buick Inc.	4620 Blackfoot Trail SE Calgary AB T2G 4G2	1.00	0.00	1.00

20-May-2022

Date


Jeffrey Deacon

District of: Alberta
 Division No. 02 - Calgary
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Home Solutions Corporation
 of the city of Calgary, in the Province of Alberta
 List "A"
 Unsecured Creditors
 Home Solutions Corporation

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
85	Soren Nielsen	2869 Victoria Dr Grand Junction CO 81503 USA	19,260.92	0.00	19,260.92
86	Source Atlantic Limited	#44, 8009 - 57th Street SE Calgary AB T2C 5K7	7,888.37	0.00	7,888.37
87	Stanford & Company	212, 20 Sunpark Plaza SE Calgary AB T2X 3T2	11,537.50	0.00	11,537.50
88	Staples	7236 - 10 Street NE Calgary AB T2E 8X3	1,339.57	0.00	1,339.57
89	Stefan Billings	c/o MNP Ltd. 1500, 640 - 5th Avenue SW Calgary AB T2P 3G4	157.50	0.00	157.50
90	Sterling West Credit Corp.	#705, 5241 Calgary Trail Edmonton AB T6H 5G8	2,016.00	0.00	2,016.00
91	Summit Acceptance Corp	4620 Blackfoot Trail SE Calgary AB T2G 4G2	100.00	0.00	100.00
92	Telus	PO Box 7575 Vancouver BC V6B 8N9	4,062.36	0.00	4,062.36
93	The Ten Periny Company Ltd.	PO Box 35029 Rpo Sarcee AB T3E 7C7	84.00	0.00	84.00
94	Town of Cochrane	101 Ranch House Road Cochrane AB T4C 2K8	320.00	0.00	320.00
95	Trades Labour Corporation	220 - 17 Ave SE Calgary AB T2G 1H4	264.13	0.00	264.13
96	TRI-LINE CARRIERS LP	235185 Ryan Rd Rocky View AB T1X 0K1	315.00	0.00	315.00
97	Van Kam Freightways LTD.	10155 Grace Road Surrey BC V3V 3V7	1,799.11	0.00	1,799.11
98	Vericore	10115 Kincey Ave Suite 100 Huntersville Huntersville NC 28078 USA	201,053.84	0.00	201,053.84
99	Vitro Flat Glass Canada Inc	P.O. Box 9793, Station A Toronto ON M5W 1R6	42,179.17	0.00	42,179.17
100	W. Sonego Family Trust	715 Imperial Way SW Calgary AB T2S 1N6	0.00	185,010.00	185,010.00
101	Walker Glass Company Ltd.	9551 Boul Ray Lawson Villa D'Anjou QC H1J 1L5	24,032.29	0.00	24,032.29
102	WCB Workers Compensation Board of Alberta Attn: Collection Department	PO Box 2415 Edmonton AB T5J 2S5	1.00	0.00	1.00
103	Wendy McAllister	88 Canada Olympic Rd SW Calgary AB T3B 5R5	34,030.17	0.00	34,030.17
104	Wild Rose Vacuum Services Ltd.	370, 5222 - 130th Avenue SE Calgary AB T2Z 0G4	4,718.29	0.00	4,718.29
105	XPO Logistics	6910 6th street SE Calgary AB T2H 2K4	1,113.26	0.00	1,113.26
Total:			1,793,941.61	10,873,825.23	12,667,766.84

20-May-2022

Date

Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 - Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta
List "B"
Secured Creditors

Home Solutions Corporation

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	3M Holdings Ltd.	279 Midpark Way SE, Suite 103 Calgary AB T2X 1M2	732,000.00	Debts Due - Business - Various Business Assets - Stock In Trade - Inventory Other - Prepaid Expenses Business Assets - Machinery - Office and Computer Equipment Business Assets - Machinery - Manufacturing and Other Equipment Business Assets - Trade Fixtures - Leasehold Improvements	08-Nov-2021 08-Nov-2021 08-Nov-2021 08-Nov-2021 08-Nov-2021 08-Nov-2021	0.00 0.00 0.00 0.00 0.00		732,000.00
2	Gemstone Lights Calgary Ltd.	12143 - 40 Street SE, Suite 170 Calgary AB T2Z 4E6	732,000.00	Business Assets - Stock In Trade - Inventory Debts Due - Business - Various Other - Prepaid Expenses Business Assets - Machinery - Office and Computer Equipment Business Assets - Machinery - Manufacturing and Other Equipment Business Assets - Trade Fixtures - Leasehold Improvements	08-Nov-2021 08-Nov-2021 08-Nov-2021 08-Nov-2021 08-Nov-2021 08-Nov-2021	0.00 0.00 0.00 0.00 0.00		732,000.00

20-May-2022

Date

Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta
List "B"
Secured Creditors

Home Solutions Corporation

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
3	Private Debt Partners	20 Bay Street, 11th Floor Toronto ON M5J 2N8	9,224,815.23	Business Assets - Stock In Trade - Inventory Debts Due - Business - Various Other - Prepaid Expenses Business Assets - Trade Fixtures - Leasehold Improvements Business Assets - Machinery - Manufacturing and Other Equipment Business Assets - Machinery - Office and Computer Equipment	10-Jan-2022 10-Jan-2022 10-Jan-2022 10-Jan-2022 10-Jan-2022 10-Jan-2022	0.00 0.00 0.00 0.00 0.00 0.00		9,224,815.23
4	S. Nielsen Family Trust	65 Trasimeno Crescent SW Calgary AB T3E 8B9	800,000.00	Business Assets - Machinery - Manufacturing and Other Equipment Debts Due - Business - Various Business Assets - Machinery - Office and Computer Equipment Business Assets - Stock In Trade - Inventory Business Assets - Trade Fixtures - Leasehold Improvements Other - Prepaid Expenses	07-Jan-2019 07-Jan-2019 07-Jan-2019 07-Jan-2019 07-Jan-2019 07-Jan-2019	661,447.00 104,534.00 34,019.00 0.00 0.00 0.00		

20-May-2022

Date

Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta
List "B"
Secured Creditors

Home Solutions Corporation

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
5	Summit Acceptance Corp	4620 Blackfoot Trail SE Calgary AB T2G 4G2	2,100.00	Motor Vehicles - Automobile - 2014 - Nissan - NV Highroof - 1N6AF0LYXEN102160	18-Jul-2018	100.00		
				Motor Vehicles - Automobile - 2018 - Audi - Q7 Technik S-Line - WA1WAAF75JD007032	02-Dec-2019	100.00		
				Motor Vehicles - Automobile - 2017 - GMC - Savana Cube - 1GD07RFF9H1333973	02-Dec-2019	100.00		
				Motor Vehicles - Automobile - 2018 - Chevrolet - Express 2500 - 1GCWGAFG2J1190752	24-May-2018	100.00		
				Motor Vehicles - Automobile - 2018 - Chevrolet - Express 2500 - 1GCWGAFG0J1191107	24-May-2018	100.00		
				Motor Vehicles - Automobile - 2017 - Chevrolet - Express 3500 - 1HA3GSCG6HN003265	27-Jun-2018	100.00		
				Motor Vehicles - Automobile - 2018 - GMC - Savana 2500 - 1GTW7AFG2J1255275	04-Oct-2018	100.00		
				Motor Vehicles - Automobile - 2019 - Toyota - Sienna - 5TDDZ3DC8KS220028	15-Jan-2019	100.00		
				Motor Vehicles - Other - 2018 - Doosan - G30N-7 - FGA15129000694	28-May-2019	100.00		
				Motor Vehicles - Automobile - 2019 - Freightliner - M2 106 - 3ALACXFD7KDKS8316	28-May-2019	100.00		
				Motor Vehicles - Automobile - 2019 - Chevrolet - Express 4500 - 1HA6GVC2KN012552	02-Oct-2019	100.00		
				Motor Vehicles - Automobile - 2020 - GMC - Savana - 1GD07RFG2L1132790	12-Nov-2019	100.00		
				Motor Vehicles - Automobile - 2020 - GMC - Savana - 1GD07RFG1L1134997	10-Dec-2019	100.00		

20-May-2022

Date _____

Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 - Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta
List "B"
Secured Creditors

Home Solutions Corporation

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
5	Summit Acceptance Corp	4620 Blackfoot Trail SE Calgary AB T2G 4G2		Motor Vehicles - Automobile - 2020 - Ford - Transit - 1FTBW1XG5LKB19221 Motor Vehicles - Automobile - 2020 - Ford - F250 - 1FT7W2B68LED63440 Motor Vehicles - Automobile - 2018 - GMC - Sierra - 3GTU2MEC5JG512002 Motor Vehicles - Automobile - 2021 - GMC - Savana - 1GD07R71M1198118 Motor Vehicles - Automobile - 2021 - GMC - Savana - 1GD07RF71M1198085 Motor Vehicles - Automobile - 2021 - Ford - Transit - 1FTBW1XG0MKA09467 Motor Vehicles - Automobile - 2021 - Ford - Transit - 1FTBW1XG2MKA09468 Motor Vehicles - Automobile - 2021 - Ford - Transit - 1FTBR1X8XMKAA00937	30-Oct-2020 30-Oct-2020 11-Nov-2020 02-Mar-2021 02-Mar-2021 02-Mar-2021 02-Mar-2021 05-May-2021	100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00		
6	The Toronto Dominion Bank	340 - 5th Avenue SW Calgary AB T2P 2P6	1,950,000.00	Business Assets - Stock In Trade - Inventory Debts Due - Business - Various	14-Aug-2001 14-Aug-2001	1,469,707.00 480,293.00		
7	W. Sonego Family Trust	715 Imperial Way SW Calgary AB T2S 1N5	800,000.00	Debts Due - Business - Various Other - Prepaid Expenses Business Assets - Machinery - Office and Computer Equipment Business Assets - Machinery - Manufacturing and Other Equipment Business Assets - Trade Fixtures - Leasehold Improvements Business Assets - Stock In Trade - Inventory	07-Jan-2019 07-Jan-2019 07-Jan-2019 07-Jan-2019 07-Jan-2019 07-Jan-2019 07-Jan-2019	614,990.00 0.00 0.00 0.00 0.00 0.00 0.00		185,010.00

20-May-2022

Date

Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta

Total:	14,240,915.23		3,367,090.00	0.00	10,873,825.23
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20-May-2022

Date


Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 - Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta
List "C"
Preferred Creditors for Wages, Rent, etc.

Home Solutions Corporation

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
1	Homes by Avl (Edmonton)	1260 - 91 St SW Edmonton AB T6X 0P2	Rent	-	2,000.00	0.00	2,000.00
2	Nielsen, Soren	65 Trasimeno Crescent SW Calgary AB T3E 8B9	Rent	-	2,000.00	0.00	2,000.00
3	Outstanding Employee Claims	c/o MNP Ltd. 1500, 640 - 5th Avenue SW Calgary AB T2P 3G4	Vacation Pay / Wages	-	98,420.31	0.00	98,420.31
Total:					102,420.31	0.00	102,420.31

20-May-2022

Date


Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 -- Continued

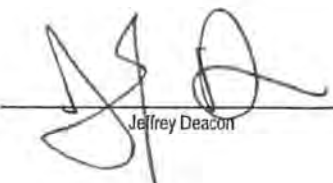
In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta
List "D"
Contingent or Other Liabilities

Home Solutions Corporation

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

20-May-2022

Date


Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 7B -- Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta
List "E"
Debts Due to the Bankrupt
Home Solutions Corporation

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Various	Various Calgary AB	Accounts receivable	982,107.00 435,420.00 775,139.00		20-May-2022	1,199,817.00	GSA
Total:				982,107.00 435,420.00 775,139.00			1,199,817.00	

20-May-2022

Date


Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 76 -- Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta
List "F"

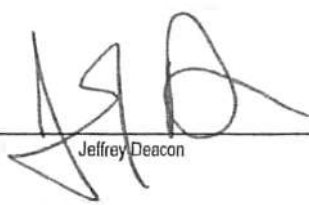
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

Home Solutions Corporation

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

20-May-2022

Date


Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 – Continued

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta

List "G"

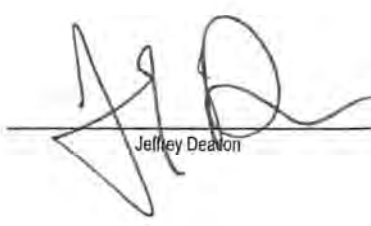
Real Property or Immovables Owned by Bankrupt

Home Solutions Corporation

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total:			0.00		0.00

20-May-2022

Date


Jeffrey Deaton

District of: Alberta
 Division No. 02 - Calgary
 Court No.
 Estate No.

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 Home Solutions Corporation
 of the city of Calgary, in the Province of Alberta
 List "H"
 Property

Home Solutions Corporation
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade		Inventory	2,939,414.00	1,469,707.00
(b) Trade fixtures, etc.		Leasehold Improvements	720,756.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant		Office and Computer Equipment	136,074.00	34,019.00
		Manufacturing and Other Equipment	1,322,893.00	661,447.00
(g) Furniture			0.00	0.00
(h) Life Insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles		Automobile - 2014 - Nissan - NV Highroof - 1N6AF0LYXEN102160	0.00	100.00
		Automobile - 2018 - Audi - Q7 Technik S-Line - WA1WAAF75JD007032	0.00	100.00
		Automobile - 2017 - GMC - Savana Cube - 1GD07RFF9H1333973	0.00	100.00
		Automobile - 2018 - Chevrolet - Express 2500 - 1GCWGAFG2J1190752	0.00	100.00
		Automobile - 2018 - Chevrolet - Express 2500 - 1GCWGAFG0J1191107	0.00	100.00
		Automobile - 2017 - Chevrolet - Express 3500 - 1HA3GSCG6HN003265	0.00	100.00
		Automobile - 2018 - GMC - Savana 2500 - 1GTW7AFG2J1255275	0.00	100.00
		Automobile - 2019 - Toyota - Sienna - 5TDDZ3DC6KS220028	0.00	100.00
		Other - 2018 - Doosan - G30N-7 - FGA15129000694	0.00	100.00
		Automobile - 2019 - Freightliner - M2 106 - 3ALACXFD7KDKS8316	0.00	100.00
		Automobile - 2019 - Chevrolet - Express 4500 - 1HA6GVCG2KN012552	0.00	100.00
		Automobile - 2020 - GMC - Savana - 1GD07RFG2L1132790	0.00	100.00
		Automobile - 2020 - GMC - Savana - 1GD07RFG1L1134997	0.00	100.00

20-May-2022

Date

Jeffrey Deacon

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 -- Concluded

In the Matter of the Bankruptcy of
Home Solutions Corporation
of the city of Calgary, in the Province of Alberta
List "H"
Property

Home Solutions Corporation
FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(k) Vehicles		Automobile - 2020 - Ford - Transit - 1FTBW1XG5LKB19221	0.00	100.00
		Automobile - 2020 - Ford - F250 - 1FT7W2B68LED63440	0.00	100.00
		Automobile - 2018 - GMC - Sierra - 3GTU2MEC5JG512002	0.00	100.00
		Automobile - 2021 - GMC - Savana - 1GD07R71M1198118	0.00	100.00
		Automobile - 2021 - GMC - Savana - 1GD07RF71M1198085	0.00	100.00
		Automobile - 2021 - Ford - Transit - 1FTBW1XG0MKA09467	0.00	100.00
		Automobile - 2021 - Ford - Transit - 1FTBW1XG2MKA09468	0.00	100.00
		Automobile - 2021 - Ford - Transit - 1FTBR1X8XMKA00937	0.00	100.00
(l) Taxes			0.00	0.00
(m) Other		Prepaid Expenses	517,288.00	0.00
			Total:	2,167,273.00

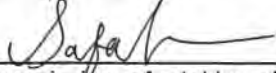
20-May-2022

Date


Jeffrey Deacon

District of Alberta
Division No.: Calgary
Estate No: 25-2832314
Court No: 25-2832314

This is Exhibit "O" to the Affidavit of
Jeffrey Deacon sworn before me on
June 20, 2022.


A commissioner for taking affidavits
in the Province of Ontario
Safa Warsi,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 17, 2025.

**IN THE MATTER OF THE BANKRUPTCY OF
HOME SOLUTIONS CORPORATION
TRUSTEE'S PRELIMINARY REPORT**

The information contained in this report has been prepared from the available books and records of the Company (as subsequently defined) and discussions with management. These books and records have not been reviewed or otherwise audited by the Trustee and, consequently, the Trustee expresses no opinion whatsoever with respect to the validity, the exactness or the reliability of the information contained therein.

BACKGROUND

1. On May 20, 2022 (the "Filing Date"), Home Solutions Corporation ("HSC" or the "Company") made an assignment in bankruptcy and MNP Ltd. was appointed as Trustee of the bankrupt estate. Publicly available documents related to the bankruptcy are available on the Trustee's website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/home-solutions-corporation>.
2. HSC was incorporated under *the Business Corporations Act of Alberta* with its principal business activity being manufacturing and supplying materials for closets and glassware for commercial and residential clients in the construction industry. HSC's shares were purchased by 2133892 Alberta Ltd. ("2133892") effective January 1, 2019. The Company and 2133892 were then amalgamated on January 7, 2019. The Company subsequently amalgamated with Simple Spaces (Edmonton) Ltd., a wholly owned subsidiary, on May 1, 2020. The Company operated out of two buildings in Calgary located at 11550 40th Street SW and 11510 40th Street SW and one building in Edmonton located at 110 91st Street SW (collectively, the "Premises").
3. On the Filing Date, all of the Company's operations ceased and all of HSC's employees were terminated.

4. The bankruptcy was precipitated by the following:
 - a. On May 5, 2022, Private Debt Partners Senior Opportunities Fund GP d.b.a. Private Debt Partners ("PDP") issued a demand letter and a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act (Canada)* (the "BIA"). As set out therein, PDP was owed approximately \$9.2 million (the PDP Claim") pursuant to a credit facility that was secured by, among other security, a general security agreement (the "PDP Security") over all of the present and after-acquired assets of HSC (the "HSC Assets");
 - b. On May 6, 2022, the Toronto-Dominion Bank ("TD Bank") issued a demand letter and a Notice of Intention to Enforce Security pursuant to section 244 of the BIA. TD Bank was owed approximately \$2.2 million (the "TD Claim") pursuant to various credit facilities that were also secured by various general security agreements against all of the HSC Assets (the "TD Security"); and
 - c. The Company was experiencing significant cash flow constraints and was unable to meet its obligations, generally. Had its operations not been discontinued, HSC would have been unable to meet upcoming payroll obligations.
5. On May 24, 2022, the Notice of Bankruptcy, First Meeting of Creditors (the "Meeting"), a list of creditors and a proof of claim form, along with a proxy, were sent to all known creditors of the Company. Pursuant to subsection 102(4) of the BIA, notice of HSC's bankruptcy was published in the May 26, 2022 edition of the Calgary Herald newspaper.

BOOKS AND RECORDS

6. The Trustee has taken possession of the Company's books and records and is in the process of completing backups for all available electronic records.

CONSERVATORY AND PROTECTIVE MEASURES

7. The Company's operations were discontinued as at the Filing Date. The Trustee took reasonable steps to conserve and protect the Assets, including changing the locks on the Premises, verifying HSC's inventory (the "Inventory") and ensuring adequate insurance coverage.

ASSET REALIZATION AND PROJECTED DISTRIBUTION

8. The Assets reported by the Company's on the Filing Date included the following:
 - a. Accounts receivable with a net book value of approximately \$2.2 million;
 - b. Production inventory with a net book value of approximately \$2.9 million. The Trustee notes that, upon taking possession of the HSC's Assets, an inventory count was completed, which reflected production inventory with a cost of only approximately \$498,400. HSC's former management has confirmed to the Trustee that the inventory value reflected in the Company's books and records was significantly overstated;
 - c. Prepaid expenses of approximately \$517,300 as at April 30, 2021;
 - d. Leasehold improvements of approximately \$720,800 as at April 30, 2021;
 - e. Manufacturing and office equipment (including rolling stock) with a net book value of approximately \$1.5 million, as at April 30, 2021; and
 - f. Intangible assets (consisting of HSC's customer list) and goodwill with a net book value of approximately \$6.8 million.
9. Following the Filing Date, the Trustee was approached by various parties (the "Interested Parties") who expressed an interest in purchasing HSC as a turn-key operation with the intention of re-opening the business in some form. On May 25, 2022, the Trustee issued correspondence to these parties, requesting that any such offers be submitted by May 27, 2022. The timeline reflected the fact that the Company's operations had been discontinued and, as such, time would be of the essence if business operations were to be resumed/ employees were to be re-hired.
10. The Trustee has been having ongoing discussions with one of the Interested Parties with the intention of potentially completing a transaction through a concurrent Court-appointed Receivership. In the absence of such a transaction, the Trustee will be releasing their interest in the Company's assets, which are fully secured.

SUMMARY OF CLAIMS

11. As noted above, at the Filing Date, the Company listed the following priority claim, which will rank ahead of any claims of secured creditors:
 - a. A claim of approximately \$31,500 for Canada Revenue Agency employee payroll source deductions; and
 - b. A claim by Service Canada related to unpaid vacation pay of approximately \$50,400 payable pursuant to the Wage Earners' Protection Program ("WEPP"), which will be granted a super-priority over HSC's current assets pursuant to section 81.4(1) of the BIA. We note that the Company had approximately 89 employees, who will also have unsecured claims related to unpaid severance/ termination obligations.
12. As noted above, TD Bank was owed approximately \$2.2 million with respect to the TD Claim. The Trustee's legal counsel, McMillan LLP ("McMillan") has completed an independent review of the TD Security and determined that it is effective, valid and enforceable against the Trustee. The Trustee currently anticipates that they will be accepting an appointment as either a privately-appointed agent or a Court-appointed receiver for the purpose of realizing on the inventory and accounts receivable (the "Current Assets") over which TD Bank has senior ranking security.
13. Also as noted above, PDP was owed approximately \$9.2 million with respect to the PDP Claim. McMillan has completed an independent review of the PDP Security and determined that it is effective, valid and enforceable against the Trustee. The Trustee currently anticipates that they may be accepting a concurrent appointment as a Court-appointed receiver for the purpose of realizing on the HSC Assets, excluding the Current Assets (the "PDP Assets") over which PDP has senior ranking security. If that appointment does not proceed. The Trustee will be releasing their interest in the PDP Assets.
14. In addition to TD Bank and PDP, at the Filing Date, HSC listed the following secured creditors:
 - a. 3M Holdings Ltd. and Gemstone Lights Calgary Ltd. were each listed as being owed approximately \$732,000;
 - b. S. Nielsen Family Trust and W. Sonogo Family Trust were each listed as being owed approximately \$800,000 pursuant to promissory notes issued on November 29, 2021

in connection with the sale of HSC's shares to 2133892, which subsequently amalgamated with the Company; and

- c. Summit Acceptance Corp. who leased/ financed various vehicles/ equipment to the Company.
15. HSC also listed unsecured creditors with claims of approximately \$1.8 million. Included in the unsecured creditor listing are the landlords for the Calgary and Edmonton Locations, who may be entitled to preferred claims pursuant to Section 136(1)(f) of the BIA; and
16. As of the date of this report, the Trustee has received 11 proofs of claims totaling approximately \$2.2 million (secured) and approximately \$314,700 unsecured. Please note that the Trustee has not determined the admissibility of the above-noted claims for dividend purposes.
17. At the time that this report was finalized, the Trustee had not received any proxies.

LEGAL

18. As reported above, the Trustee retained McMillan to complete independent reviews of both the TD Security and the PDP Security.
19. Subject to the approval of any inspectors who may be appointed, the Trustee will be seeking to retain McMillan LLP as its legal counsel to the extent that any further legal assistance is required with respect to this estate.

REVIEW OF FRAUDULENT PREFERENCES AND TRANSFERS AT UNDERVALUE

20. The Trustee is required to undertake a review of any transactions that occurred prior to the date of bankruptcy that would constitute a transfer at undervalue or a fraudulent preference as defined by subsections 95 and 96 of the BIA (the "Review") and expects to commence that review shortly after the Meeting.

OTHER

21. Based on the above, all of HSC's assets are fully secured and there is anticipated to be a substantial shortfall in satisfying the claims of the Company's secured creditors. As such,

there is not anticipated to be any funds available for distribution to the Company's unsecured creditors.

22. TD Bank has provided the Trustee with an indemnity with respect to their fees and disbursements and the associated costs of the bankruptcy proceedings.

Dated at Calgary, Alberta this 7th day of June 2022.

MNP Ltd.,

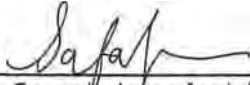
In its capacity as Trustee of the Estate of
Home Solutions Corporation and not in its
personal or corporate capacity



Vanessa Allen, B. Comm, CIRP, LIT
Senior Vice President

This is Exhibit "P" to the Affidavit of Jeffrey Deacon sworn before me on June 20, 2022.

MNP
LTD


A Commissioner for taking affidavits
in the ~~Province~~ of Ontario
~~a Commissioner, etc., Province of Ontario,~~
~~while a Student-at-Law.~~
~~Expires May 17, 2025.~~

Writer's Direct Line: 403-477-9661

Writer's Email: vanessa.allen@mnp.ca

Via Email: jdeacon@privatedebt.com

June 16, 2022

Private Debt Partners
95 Wellington Street West, Suite 1450
Toronto, ON M5J 2N7

Attention: Jeffrey Deacon

Dear Sir,

RE: Home Solutions Corporation – in Bankruptcy

As you are aware, on May 20, 2022, Home Solutions Corporation ("HSC" or the "Company") made an assignment in bankruptcy and MNP Ltd. was appointed as Trustee of the bankrupt estate. Publicly available documents related to the bankruptcy are available on the Trustee's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/home-solutions-corporation>

We are in receipt of your proof of claim, filed on behalf of Private Debt Partners ("PDP") in the amount of approximately \$9.2 million (the "PDP Claim"). We have received an independent legal opinion that the security held by PDP (the "PDP Security") in relation to the PDP Claim is effective, valid and enforceable as against the Trustee based on certain qualification and assumptions.

Based on the above, the Trustee hereby releases any interest of the estate in the HSC's property and equipment, excluding the Company's current assets (accounts receivable or inventory). In addition, the Trustee will remain in possession of HSC's electronic and paper records, subject to any further direction from the Court of Queen's Bench of Alberta.

By releasing its interest in the foregoing assets, the Trustee does not intend to confirm, and is not confirming, the priority of PDP's security in the foregoing assets.

Please provide an accounting of the proceeds received by PDP in relation to the realization of these assets.

Should you have any questions, please contact the undersigned.

Yours truly,

MNP Ltd., in its capacity as Bankruptcy Trustee of
Home Solutions Corporation and
not in its personal or corporate capacity



Vanessa Allen, B. Comm, CIRP, LIT
Senior Vice President

cc: Miller Thomson LLP (lellis@millerthomson.com)
Toronto Dominion Bank (Taunja.Byers@td.com/ pkyriakakis@mccarthy.ca)
Summit Acceptance Corp (pbamberger@summitacceptance.com)
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