Court File No. CV-25-00738443-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

MOBILE LOCKER SOLUTIONS INC.

Applicant

- and -

NEEDZAPPY CANADA INC.

Respondent

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

APPLICATION RECORD

March 5, 2025

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Lawyers for the Applicant

TO: SERVICE LIST

Court File No. CV-25-00738443-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

MOBILE LOCKER SOLUTIONS INC.

Applicant

- and –

NEEDZAPPY CANADA INC.

Respondent

SERVICE LIST
(as at March 5, 2025)

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MOBILE LOCKER SOLUTIONS INC. 50 Carroll Street Toronto, ON M4M 3G3 Jeremy Birnie Email: jbirnie@mymobilelocker.com	Email	Applicant
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COZEN O'CONNOR 40 Temperance Street, Suite 2700 Bay Adelaide Centre North Tower Toronto, ON M5H 0B4 **Steven Weisz** Email: SWeisz@cozen.com Tel: 647.417.5334	Email	Counsel to the Proposed Receiver
NEEDZAPPY CANADA INC. 77 Martin Ross Avenue Toronto, ON M3J 2L5	Personal Service	Respondent
GOVERNMENTAL AGENCIES		
CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca	Email	Governmental Agency
OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA 151 Yonge Street, 4th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca	Email	Governmental Agency

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ONTARIO
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B E T W E E N:

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

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H.	**Exhibit "H"** – Verbal PPSA registry as at February 23, 2025 for NeedZappy Canada Inc.
I.	**Exhibit "I"** – Guaranty by NeedZappy USA Inc. dated June 6, 2024
J.	**Exhibit "J"** – US Security Agreement dated June 6, 2024
K.	**Exhibit "K"** – Amendment to Purchase Agreement dated June 6, 2024
L.	**Exhibit "L"** – Email correspondence between Jeremy Birnie and Tom Greenberg dated October 15, 2024
M.	**Exhibit "M"** – Counsel for Chargerent to Counsel for NeedZappy Canada Inc. correspondence in July 2024
N.	**Exhibit "N"** – Email correspondence from Jeremy Birnie to NeedZappy Canada Inc. dated July 30, 2024
O.	**Exhibit "O"** – Text Messages between Jeremy Birnie and Ryan Davidson
P.	**Exhibit "P"** – Email Correspondence between Jeremy Birnie and Ryan Davidson between August 7 to 12, 2024
Q.	**Exhibit "Q"** – Letter from Macerich to Chargerent
R.	**Exhibit "R"** – Demand Letter and Notice of Intention to Enforce Security dated August 13, 2024
S.	**Exhibit "S"** – Demand Letter and Notice of Intention to Enforce Security dated December 19, 2024
T.	**Exhibit "T"** – Foreclosure Notices dated February 11, 2025
U.	**Exhibit "U"** – Email correspondence revoking the Foreclosure Notices
3.	Draft Order
4.	Blackline to the Model Order
5.	Receivership Consent

TAB 1

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

MOBILE LOCKER SOLUTIONS INC.

Applicant

- and –

NEEDZAPPY CANADA INC.

Respondent

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

NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing

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

at the following location:

Zoom link to be uploaded to Case Centre.

On Wednesday March 12, 2025, at 11:00 a.m., before a judge presiding over the Commercial List.

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

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

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

Dated: ______________________

Issued by ________________________
Local Registrar

Address of court office: Superior Court of Justice,
330 University Avenue
Toronto, ON
M5G 1R7

TO: **NeedZappy Canada Inc.**
77 Martin Ross Avenue
Toronto, ON M3J 2L5

Respondent

APPLICATION

1. The applicant, Mobile Locker Solutions Inc. (formerly Chargerent Canada Inc. and referred to herein as "**Chargerent**" or the "**Applicant**") makes an application for an order substantially in the form attached as Tab 3 to the application record that, among other things:

   (a) appoints Grant Thornton Limited ("**GT**") as receiver of the property, assets and undertaking of the respondent, NeedZappy Canada Inc. ("**NeedZappy**" or the "**Respondent**");

   (b) if necessary, validates service of the notice of application and the application record in the method effected, abridges the time for service thereof, and dispenses with service thereof of on any party other than the parties served; and

   (c) grants such further and other relief as this Honourable Court may deem just.

2. The grounds for the application are:

   Parties

   (a) The Applicant, Chargerent, is a corporation incorporated under the *Canada Business Corporations Act,* R.S.C., 1985, c. C-44 ("**CBCA**"). Prior to the sale of certain assets to the Respondent, Chargerent operated a business that owned and managed fully automated, self-service portable phone chargers and phone charging rental kiosks placed in various locations across Canada ("**Business**").

(b) The Respondent, NeedZappy, is a corporation incorporated under the CBCA. The Respondent purchased the assets of and currently operates, the Business.

(c) NeedZappy Inc. (“**NeedZappy ParentCo**”) is a corporation incorporated under the laws of the State of Wyoming in the United States of America. NeedZappy ParentCo is the parent company of NeedZappy.

(d) NeedZappy USA Inc. (“**NeedZappy US**”) is a corporation incorporated under the laws of the State of Delaware in the United States of America. NeedZappy US is an affiliate of NeedZappy.

Overview

(e) The Applicant brings this application for the enforcement of its rights as a secured creditor and the appointment of a receiver over the Respondent.

Background

(f) On February 17, 2024, NeedZappy ParentCo entered into a non-binding letter of intent (“**LOI**”) for the acquisition of all of the assets or equity of Chargerent. The LOI contemplated, among other things, a purchase price of $950,000 and a closing date of March 15, 2024.

(g) Following the execution of the LOI, Chargerent, as vendor, NeedZappy, as purchaser, and NeedZappy ParentCo, as guarantor, entered into an Asset Purchase Agreement dated as of April 21, 2024 (as amended, the “**Purchase Agreement**”).

(h) Pursuant to the Purchase Agreement, Chargerent agreed to sell and transfer to the purchaser, and the purchaser agreed to purchase and assume from Chargerent, as a going concern, substantially all of the undertaking, property and assets of Chargerent used in the Business ("**Transaction**") for a purchase price of $950,000 ("**Purchase Price**").

(i) The Transaction closed on June 6, 2024.

(j) In order to facilitate the closing of the Transaction, Chargerent agreed to accept a secured vendor-take-back promissory note (the "**Note**") in partial satisfaction of the largest then-outstanding component of the Purchase Price.

(k) Pursuant to the terms of the Note executed on June 6, 2024, NeedZappy, as borrower, unconditionally promised to pay to Chargerent, as lender, the principal amount of $308,965.29 ("**Loan**") on or before July 31. 2024.

(l) To secure the payment and performance of NeedZappy's indebtedness and obligations under the Note ("**Obligations**") and otherwise, NeedZappy granted to Chargerent a first-ranking security interest in and to the assets, property and undertaking of NeedZappy ("**Collateral**") pursuant to a general security agreement dated June 6, 2024 ("**Canadian Security Agreement**").

(m) The Obligations were absolutely, unconditionally and irrevocably guaranteed by NeedZappy US pursuant to the terms of a written guaranty dated June 6, 2024 ("**Guaranty**").

(n) To secure the obligations under the Guaranty, NeedZappy US granted to Chargerent a first-ranking security interest in and to the properties, assets and rights of NeedZappy US, wherever located, pursuant to a security agreement dated June 6, 2024 (the "**US Security Agreement**" and together with the Canadian Security Agreement, the "**Security Agreements**").

(o) On June 6, 2024, Chargerent, as vendor, NeedZappy, as purchaser, and NeedZappy ParentCo, as guarantor, amended the Purchase Agreement ("**Amendment to Purchase Agreement**") to document, among other things, the following: (i) closing date means June 6, 2024; (ii) the Note shall mature on July 31, 2024; and (iii) the deadline for payments tied to the successful assignment of Assumed Contracts was changed from six months after the Closing Date to a fixed date of November 15, 2024.

(p) The Loan matured and became due and payable on July 31, 2024.

(q) Pursuant to the terms of the Purchase Agreement as amended, NeedZappy is further indebted to Chargerent for the additional sum of $122,175.71 ("**Assignment Amount**"), which amount became due and payable on November 15, 2024. The Assignment Amount, which remains unpaid, is a component of the Purchase Price tied to contract assignments effected within a specified period.

(r) The Assignment Amount is a secured obligation pursuant to the terms of the Canadian Security Agreement.

(s) Notwithstanding demand, NeedZappy has failed and/or refused to repay the Loan and the Assignment Amount in the aggregate amount of $431,141, exclusive of legal fees.

(t) In recent months, NeedZappy has become non-responsive to Chargerent's repeated communications regarding the obligation to repay the Loan and to pay the Assignment Amount.

(u) NeedZappy has not provided Chargerent with any indication of whether or not, when, or how it intends to fulfill its obligations to Chargerent pursuant to the terms of the Note and Purchase Agreement.

(v) Chargerent has no visibility into the operation or the management of NeedZappy's Business, including the standing of important leases. Without appropriate supervision, the Applicant's collateral is at risk.

Default in Repayment upon Maturity

(w) In July and early August 2024, Chargerent and NeedZappy discussed certain proposals to extend the July 31, 2024 maturity date of the Note to allow NeedZappy additional time to raise funds. These negotiations did not result in an extension that was acceptable to the parties.

(x) NeedZappy advised Chargerent of its intention to repay the Loan on several occasions, including on August 12, 2024, when it stated, in writing, that it would be in a position to repay the Note in the next 5 to 10 days. Such repayment did not occur.

(y) Between August and December 2024, the parties engaged in discussions regarding a potential forbearance agreement that would have allowed NeedZappy additional time to meet its obligations. However, no agreement was reached due to a breakdown in the relationship.

(z) Operational concerns have since emerged at various leased locations in Canada, including Scotiabank Arena, where NeedZappy has a key partnership and several critical system components of the kiosks are not functioning properly.

(aa) Most recently, Chargerent recently received notice that NeedZappy US has defaulted on multiple specialty license agreements, abandoned properties at various shopping centers, and may have left Chargerent exposed to potential liabilities.

(bb) These developments raise serious concerns that NeedZappy's broader operations are at risk and a similar outcome could occur in Canada.

(cc) In recent months, NeedZappy has not provided Chargerent with any indication of its willingness or ability to repay the Loan.

Demands and Notices of Intention to Enforce Security

(dd) Chargerent delivered a default and demand letter to NeedZappy on August 13, 2024, which enclosed a Notice of Intention to Enforce Security ("**NITES**") pursuant to s. 244 of the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c.B-3, as amended ("**BIA**").

(ee) Thereafter, between late August 2024 and mid-December 2024, the parties discussed terms of a potential forbearance agreement pursuant to which Chargerent would forbear from exercising its rights and remedies under the Note and the Security Agreement to allow NeedZappy additional time to satisfy its obligations under the Note and the Purchase Agreement.

(ff) The negotiations resulted in a forbearance agreement that was largely settled as between the parties, but was never signed due to a breakdown in the relationship between the parties.

(gg) Chargerent delivered a second default and demand letter and NITES to NeedZappy on December 19, 2024. The demand sought payment of the amount of $431,141, exclusive of legal fees ("**Outstanding Principal Balance**").

(hh) On February 11, 2025, counsel for Chargerent delivered a Foreclosure Notice to NeedZappy and NeedZappy US in accordance with subsection 65(2) of the *Personal Property Security Act (Ontario)*, R.S.O. 1990, c. P.10 and Section 9-621 of the Uniform Commercial Code of the State of New York (the "**Foreclosure Notices**").

(ii) On February 25, 2025, the Foreclosure Notices were revoked to facilitate the relief sought on the within application.

(jj) Despite demand and sufficient time, NeedZappy has failed and/or refused to repay the Outstanding Principal Balance or otherwise take any steps to satisfy its obligations to Chargerent under the Note and the Purchase Agreement.

Appointment of a Receiver

(kk) In the circumstances outlined herein, there is a substantial, growing and ongoing risk to Chargerent's Collateral.

(ll) NeedZappy's Business has approximately 500 kiosks across 210 locations in North America. As a result of NeedZappy's continued refusal to communicate and constructively engage, Chargerent lacks critical visibility into the management of the Business, including the current status of significant and valuable leases in retail stores, hotels, hospitals, stadiums, and other high-foot-traffic venues across Canada and the United States.

(mm) Chargerent has lost confidence in NeedZappy's willingness and ability to effectively manage, preserve and protect the Business, which constitutes Chargerent's Collateral and security for payment.

(nn) Chargerent negotiated for and obtained a contractual right to appoint a receiver, which right is documented in section 8(a)(xii) of the Canadian Security Agreement:

> **<u>if the Secured Party reasonably considers that it is unsecure with respect to the Collateral</u>**, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy, then the Debtor shall be in default under this Security Agreement, the security hereby constituted shall become enforceable, and **the Secured Party may proceed to realize the security**

> **hereby constituted by sale or to enforce its rights by entry, or by proceedings in any court of competent jurisdiction <u>for the appointment of a receiver or receiver manage</u>r or for sale of the Collateral or any part thereof or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity**; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy or other judicial proceedings relative to the Debtor. […] **(<u>emphasis added</u>**)

(oo) It is in the best interests of the parties that a professional receiver be appointed to realize on the Collateral in a manner that is court-supervised, open, transparent and commercially reasonable.

(pp) The proposed receiver, GT, would be required to seek court approval for the sale of the Business or Collateral on notice to all interested parties.

(qq) It is just and convenient in the circumstances to appoint a receiver over the undertaking, property, and assets of NeedZappy with the power to take control over and market and sell the Business for the benefit of creditors, including Chargerent.

(rr) GT is prepared to act as receiver if so appointed.

Statutes and Rules Relied Upon and Additional Grounds

(ss) Subsection 243(1) of the BIA, as amended;

(tt) Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

(uu) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(3), 16.08, 17.02, 38 and 41, 57.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

(vv) Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

(a) The affidavit of Jeremy Birnie, sworn March 4, 2025, and the exhibits attached thereto;

(b) The consent of the proposed receiver to act as receiver; and

(c) Such further and other evidence as counsel may provide and this Honourable Court may permit.

March 5, 2025

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Lawyers for the Applicant

Court File No./N° du dossier du greffe : CV-25-00738443-00CL

SOLUTIONS INC. and APPY CANADA INC.

Applicant Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

NOTICE OF APPLICATION

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Lawyers for the Applicant

TAB 2

Court File No. CV-25-00738443-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

MOBILE LOCKER SOLUTIONS INC.

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AFFIDAVIT OF JEREMY BIRNIE
(sworn March 4, 2025)

March 4, 2025

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Lawyers for the Applicant

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AFFIDAVIT OF JEREMY BIRNIE
(sworn March 4, 2025)

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

I. INTRODUCTION

1. I am the President of the applicant, Mobile Locker Solutions Inc. (formerly Chargerent Canada Inc. and referred to herein as "**Chargerent**" or the "**Applicant**"). I have personal knowledge of the matters to which I depose in this affidavit. If I rely on the information of others, I state the source of such information and, in all cases, believe such information to be true.

2. This affidavit is sworn in support of Chargerent's application for an order substantially in the form attached as Tab "**3**" to the application record that, among other things:

(a) appoints Grant Thornton Limited (“**GT**”) as receiver of the property, assets and undertaking of the respondent, NeedZappy Canada Inc. (“**NeedZappy**” or the “**Respondent**”);

(b) if necessary, validates service of the notice of application and the application record in the method effected, abridges the time for service thereof, and dispenses with service thereof on any party other than the parties served; and

(c) grants such further and other relief as this Honourable Court may deem just.

II. OVERVIEW

3. Chargerent brings this application for the enforcement of its rights as a secured creditor and the appointment of a receiver over NeedZappy.

4. Between January 2018 and April 2024, Chargerent operated a business that owned and managed fully automated, self-service portable phone chargers and phone charging rental kiosks placed in various locations across Canada (“**Business**”).

5. As described below, Chargerent sold the Business to NeedZappy in April 2024 pursuant to the terms of an asset purchase agreement.

6. In furtherance of the sale, NeedZappy agreed to pay a purchase price consisting of a secured promissory note component, as well as certain additional payments contingent on contract assignments.

7. NeedZappy subsequently defaulted in its obligations and has failed to pay Chargerent amounts aggregating over $430,000, exclusive of legal fees, despite multiple demands.

8. As a consequence of NeedZappy's default and refusal to constructively communicate and engage, Chargerent's loan and collateral is now at risk. Chargerent lacks critical visibility into the management of the Business, including the current status of significant and valuable leases in shopping centres, retail stores, stadiums, and other high-foot-traffic venues across Canada and the United States.

III. BACKGROUND

A. Parties

(i) Chargerent

9. The Applicant, Chargerent, is a corporation incorporated under the *Canada Business Corporations Act,* R.S.C., 1985, c. C-44 ("**CBCA**"). Prior to the sale of certain assets to NeedZappy, Chargerent operated the Business.

(ii) NeedZappy

10. The Respondent, NeedZappy, is a corporation incorporated under the CBCA. NeedZappy purchased the assets of and currently operates, the Business. Attached hereto as **Exhibit "A"** is a copy of the corporate profile report of NeedZappy.

11. NeedZappy's registered office is located in Toronto, Ontario. It is a privately held corporation with approximately 11-50 employees. NeedZappy generates revenue through two primary business models: (i) pay-per-use, where members of the public rent phone chargers at kiosks located in shopping centers, retail stores, stadiums, and other venues, with NeedZappy sharing a portion of the revenue with host locations; and (ii) sponsored

machines, where kiosks are branded by companies that pay a monthly fee to NeedZappy for operation and branding.

(iii) NeedZappy Inc.

12. NeedZappy Inc. ("**NeedZappy ParentCo**") is a corporation incorporated under the laws of the State of Wyoming in the United States of America. NeedZappy ParentCo is the parent company of NeedZappy. Attached hereto as **Exhibit "B"** is a copy of the corporate profile report of NeedZappy ParentCo.

(iv) NeedZappy USA Inc.

13. NeedZappy USA Inc. ("**NeedZappy US**") is a corporation incorporated under the laws of the State of Delaware in the United States of America. NeedZappy US is an affiliate of NeedZappy. Attached hereto as **Exhibit "C"** is a copy of the corporate profile report of NeedZappy US.

B. The Letter of Intent

14. On February 17, 2024, NeedZappy ParentCo entered into a non-binding letter of intent ("**LOI**") for the acquisition of all of the assets or equity of Chargerent. The LOI contemplated, among other things, a purchase price of $950,000 and a closing date of March 15, 2024. Attached hereto as **Exhibit "D"** is a copy of the LOI.

C. The Purchase Agreement [1]

15. Following the execution of the LOI, Chargerent, as vendor, NeedZappy, as purchaser, and NeedZappy ParentCo, as guarantor, entered into an Asset Purchase Agreement for a

1 Capitalized terms used in this section but not otherwise defined have the meaning ascribed to them in the Purchase Agreement, attached as **Exhibit "E"**.

purchase price of $950,000 ("**Purchase Price**") dated as of April 21, 2024 (as amended, the "**Purchase Agreement**"). Attached hereto as **Exhibit "E"** is a copy of the Purchase Agreement.

16. Pursuant to the Purchase Agreement, Chargerent agreed to sell and transfer to the purchaser, and the purchaser agreed to purchase and assume from Chargerent, as a going concern, substantially all of the undertaking, property and assets of Chargerent used in the Business ("**Transaction**").

17. Pursuant to section 3.3 of the Purchase Agreement, the parties covenanted and agreed that the Purchase Price was to be paid and satisfied as follows:

a) Within six (6) business days following the execution of this Agreement, the Purchaser shall pay $250,000.00 of the Purchase Price, to be treated as a deposit and credited against the Purchase Price at Closing;

b) On the Closing Date, the Purchaser shall pay $450,000.00 of the Purchase Price less the amount of the NHL Payment and a portion of the Unearned Revenue, by wire transfer of immediately available funds to the Corporation's solicitor, in trust for the benefit of the Corporation, and subsequently released to the Corporation upon Closing;

c) The payment of the outstanding balance of the Purchase Price, being $250,000.00, is conditional upon the successful assignment of each Assumed Contract to the Purchaser within twelve (12) months following the Closing Date (the "**Assignment Period**"). Upon each successful assignment of an Assumed Contract, payment shall be made to the Corporation in the amounts described in Schedule 1.1A Column (A)

(Ascribed Value) of this Agreement at the later of (i) 6 months after the Closing Date; and (ii) five (5) business days following the successful assignment of the related Assumed Contract;

d) At the expiry of the Assignment Period, there shall be a negative adjustment to the Purchase Price for any Assumed Contracts that have not been assigned, in the amounts set out in Schedule 1.1A Column (B) (3.5x Revenue) of this Agreement. For clarity, and notwithstanding any other provision of this Agreement:

i. an Assumed Contract shall be deemed to have been successfully assigned to the Purchaser where the counterparty to such Assumed Contract executes a simple assignment agreement, in form and substance satisfactory to the Purchaser and the Corporation, each acting reasonable;

ii. Assumed Contracts shall be assigned without amendment or modification to their terms;

iii. the portion of the Purchase Price relating to an Assumed Contract, as set out in Section 1.1, shall be earned by the Corporation immediately upon the execution of an assignment agreement; and

iv. notwithstanding the foregoing, the Purchaser explicitly acknowledges that the Osmington Agreement has expired, and no written or verbal agreement is in place to extend or replace such agreement. The Purchaser further acknowledges and agrees that the Osmington Agreement shall be deemed to have been successfully assigned if the

Purchaser's equipment remains operational at Union Station six (6) months following the date of installation.

18. The Transaction closed on June 6, 2024.

D. The Promissory Note

19. In order to facilitate the closing of the Transaction, Chargerent agreed to accept a secured vendor-take-back promissory note (the "**Note**") in partial satisfaction of the largest then-outstanding component of the Purchase Price.

20. Pursuant to the terms of the Note executed on June 6, 2024, NeedZappy, as borrower, unconditionally promised to pay to Chargerent, as lender, the principal amount of $308,965.29 ("**Loan**") on or before July 31. 2024. Attached hereto as **Exhibit "F"** is a copy of the executed Note.

E. Personal Property Security and Collateral

21. To secure the payment and performance of NeedZappy's indebtedness and obligations under the Note ("**Obligations**") and otherwise, NeedZappy granted to Chargerent a first-ranking security interest in and to the assets, property and undertaking of NeedZappy ("**Collateral**") pursuant to a general security agreement dated June 6, 2024 ("**Canadian Security Agreement**"). The Canadian Security Agreement was registered under the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended (the "**PPSA**") on June 6, 2024, as registration number 20240606 1450 1590 5420 and 20250124 1619 1590 5326 to reflect the name change from Chargerent to Mobile Locker Solutions Inc. Attached

hereto as **Exhibit "G"** is a copy of the Canadian Security Agreement. Attached hereto as **Exhibit "H"** is a copy of the verbal PPSA registry as at February 23, 2025 for NeedZappy.

22. NeedZappy US, as guarantor (the "**Guarantor**"), absolutely, unconditionally and irrevocably guaranteed the Obligations pursuant to the terms of a written guaranty dated June 6, 2024 ("**Guaranty**"). Pursuant to section 1 of the Guaranty, the Guarantor guarantees, as primary obligor, the full payment and performance of all present and future obligations relating to the Note, plus all costs, expenses and fees. Further, pursuant to section 12 of the Guaranty, the Guarantor's obligations are secured by a Security Agreement dated June 6, 2024. Attached hereto as **Exhibit "I"** is a copy of the Guaranty.

23. To secure the Obligations under the Guaranty, NeedZappy US granted to Chargerent a first-ranking security interest in and to the properties, assets and rights of NeedZappy US, wherever located, pursuant to a security agreement dated June 6, 2024 (the "**US Security Agreement**" and together with the Canadian Security Agreement, the "**Security Agreements**"). Attached hereto as **Exhibit "J"** is a copy of the US Security Agreement.

24. The Loan matured and became due and payable on July 31, 2024.

F. Amendment to the Purchase Agreement and the Assignment Amount [2]

25. On June 6, 2024, Chargerent, as vendor, NeedZappy, as purchaser, and NeedZappy ParentCo, as guarantor, amended the Purchase Agreement ("**Amendment to Purchase Agreement**") to document, among other things, the following:

2 Capitalized terms used in this section but not otherwise defined have the meaning ascribed to them in the Amended Purchase Agreement, attached as **Exhibit "K"**.

a) The Closing Date means **June 6, 2024**;

b) Section 3.3(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

> "On the Closing Date, the Purchaser shall issue a promissory note in the amount of $311,090, being $450,000.00 of the Purchase Price less the amount of the NHL Payment and a portion of the Unearned Revenue (the "Promissory Note"). **The Promissory Note shall mature on July 31, 2024**, unless extended by the mutual agreement of the Parties in writing. The Promissory Note shall be secured by a general security agreement against the present and after acquired personal property of the Purchaser and Needzappy USA Inc.

c) Section 3.3(c)(i) of the Purchase Agreement is hereby amended by deleting the words"6 months after the Closing Date" and replacing them with "**November 15, 2024**"; and

d) Section 5.2(a) of the Purchase Agreement is hereby amended to add the following:

> "(vi) a copy of the Promissory Note duly executed by the Purchaser; (vii) a guaranty of the Promissory Note duly executed by Needzappy USA (the "**Guaranty**"); (viii) a general security agreement securing the obligations of the Purchaser under the Promissory Note against the present and after acquired personal property of the Purchaser, duly executed by the Purchaser; and (ix) a general security agreement securing the obligations of Needzappy USA under the Guaranty against the present and after acquired personal property of Needzappy USA, duly executed by Needzappy USA".

Attached hereto and marked as **Exhibit "K"** is a copy of the Amendment to Purchase Agreement.

26. As described in more detail below, NeedZappy did not repay the Loan on maturity. This led to some intermittent and ultimately unsuccessful discussions regarding potential extensions to pay and forbearance. In this context, on or about October 15, 2024, I emailed Tom Greenberg ("**Greenberg**"), Co-ZEO of NeedZappy, proposing a final purchase price

of $900,000 as a compromise. Greenberg immediately accepted stating, "agreed". Attached hereto and marked as **Exhibit "L"** is a copy of this email correspondence.

27. Pursuant to the terms of the Purchase Agreement as amended, the final purchase price of $900,000 consists in part of an "assignment amount", being a payment contingent upon the successful assignment of contracts effected within a specified period. As a result, NeedZappy is indebted to Chargerent for $122,175.71 ("**Assignment Amount**"), which amount became due and payable on November 15, 2024 and remains unpaid.

28. The Assignment Amount is a secured obligation pursuant to the terms of the Canadian Security Agreement.

G. Other PPSA Creditors

29. As of the date of this Affidavit, NeedZappy has no other secured creditors registered on the PPSA registry, other than Chargerent's interest.

IV. DEFAULT IN REPAYMENT UPON MATURITY

30. On July 23, 2024, counsel for Chargerent, Sam Massie ("**Massie**") of Miller Thomson LLP, corresponded with Jeff Levy ("**Levy**"), NeedZappy's lawyer, to confirm whether NeedZappy would be in a position to make payment given the upcoming maturity date of the Note. Levy responded that Jerome Maraj, who was working with him, would follow up with their client and revert back. Despite further follow ups from Massie on July 25, July 26, and July 29, 2024, no response was received. Attached hereto and marked as **Exhibit "M"** is a copy of this email correspondence.

31. On or about July 30, 2024, I spoke on the phone with Ryan Davidson ("**Davidson**"), NeedZappy's Co-CEO, regarding the Loan repayment after it became apparent that NeedZappy was not going to make repayment. As a compromise, I agreed to extend the Note to August 9, 2024, to allow NeedZappy some additional time to raise funds. This extension was confirmed in an email to Ryan and Tom. Attached hereto and marked as **Exhibit "N"** is a true copy of this email correspondence.

32. Subsequently, I exchanged multiple text messages with Davidson, wherein he repeatedly assured me that Loan repayment would in fact be made on August 9, 2024. Attached hereto and marked as **Exhibit "O"** are true copies of these text messages.

33. On or about August 9, 2024, the repayment was not made. I followed up with Davidson by email on August 7, August 9 and again on August 12, 2024. In response, on August 12, 2024, Davidson advised NeedZappy would be in a position to pay the amounts owing under the Note within the next 5 to 10 days. Such repayment did not occur. Attached hereto as **Exhibit "P"** is a copy of the email correspondence between August 9 to 12, 2024.

34. Thereafter, between late August 2024 and mid-December 2024, the parties discussed terms of a potential forbearance agreement pursuant to which Chargerent would forbear from exercising its rights and remedies under the Note and the Security Agreement to allow NeedZappy additional time to satisfy its obligations under the Note and the Purchase Agreement.

35. Although the forbearance negotiations made some progress, a forbearance agreement was never finalized and signed due to a breakdown in the relationship between the parties.

36. In addition, operational concerns have emerged at various leased locations in Canada, including Scotiabank Arena, where NeedZappy has a key partnership with Rogers Communications Inc. (“**Rogers**”). On November 18, 2024, Eric Dance, my contact at Rogers, informed me that critical system components at several Rogers-branded kiosks were not functioning properly. He also noted that several essential features from Chargerent’s system, such as reminder texts and other functionalities, had not been properly transferred to NeedZappy.

37. Most recently, on or about February 27, 2025, Chargerent received a letter by courier from Laurel A. Hartman-Dufau (“**Laurel**”), the AVP Litigation Paralegal, Legal Operations at Macerich. The letter states that Specialty License Agreements made between approximately 34 entities (as licensors) and NeedZappy US (as licensee) have fallen into default and NeedZappy US has vacated various shopping centres and abandoned the property therein. The letter further states that Chargerent may be liable for all associated costs related to removing, storing, and/or disposing of the abandoned property. Attached hereto and marked as **Exhibit “Q”** is a copy of the letter sent from Laurel to Chargerent.

38. On the same day (February 27, 2025), I spoke with Laurel, who confirmed the letter and that NeedZappy US had abandoned the property. This situation raises serious concerns that NeedZappy’s broader operations are at risk and a similar outcome could occur in Canada, particularly at key locations such as Scotiabank Arena with the Rogers-branded kiosks, as well as at major shopping centers like Eaton Centre and Yorkdale Shopping Centre, where NeedZappy has key contracts. These developments heighten the risk that these contracts may be at risk of termination.

39. In recent months, NeedZappy has become non-responsive to Chargerent's repeated communications and has provided no indication of its willingness or ability to repay the Loan and the Assignment Amount.

40. Chargerent has no visibility into the operation or management of NeedZappy's business, including the status of key leases.

41. Without appropriate supervision, Chargerent's Collateral is at risk. With approximately 500 kiosks spread across 210 locations in North America, Chargerent has no clear and current line of sight into the location or operational status of equipment. The kiosks cannot generate revenue without active contracts and proper site management, making it increasingly uncertain how Chargerent will recover the amounts owed under the Note and Purchase Agreement.

V. DEMANDS AND NOTICES

42. Chargerent delivered a default and demand letter to NeedZappy on August 13, 2024, which enclosed a Notice of Intention to Enforce Security ("**NITES**") pursuant to s. 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended ("**BIA**"). Attached hereto as **Exhibit "R"** is a copy of the demand letter and NITES dated August 13, 2024.

43. Chargerent delivered a second default and demand letter and NITES to NeedZappy on December 19, 2024. The demand sought payment of the amount of $431,141, exclusive of legal fees ("**Outstanding Principal Balance**"). Attached hereto as **Exhibit "S"** is a copy of the demand letter and NITES dated December 19, 2024.

44. On February 11, 2025, counsel for Chargerent delivered a Foreclosure Notice to NeedZappy and NeedZappy US in accordance with subsection 65(2) of the PPSA and

Section 9-621 of the Uniform Commercial Code of the State of New York (the "**Foreclosure Notices**"). Attached hereto as **Exhibits "T"** is a copy of the Foreclosure Notices to NeedZappy and NeedZappy US.

45. On February 25, 2025, counsel for Chargerent revoked the Foreclosure Notices to NeedZappy and NeedZappy US. The notices were revoked to facilitate the relief sought on the within application. Attached hereto as **Exhibits "U"** is a copy of the email correspondence revoking the Foreclosure Notices.

46. Despite demand and sufficient time, NeedZappy has failed and/or refused to repay the Outstanding Principal Balance or otherwise take any steps to satisfy its obligations to Chargerent under the Note and the Purchase Agreement.

VI. NEED FOR APPOINTMENT OF A RECEIVER

47. For the reasons outlined above, there is a substantial, growing and ongoing risk to Chargerent's Collateral.

48. As a result of NeedZappy's continued refusal to communicate and constructively engage, Chargerent lacks critical visibility into the management of the Business, including the current status of significant and valuable leases in retail stores, hotels, hospitals, stadiums, and other high-foot-traffic venues across Canada and the United States.

49. Chargerent has lost confidence in NeedZappy's willingness and ability to effectively manage, preserve and protect the Business, which constitutes Chargerent's Collateral and security for payment.

50. Chargerent negotiated for and obtained a contractual right to appoint a receiver, which right is documented in section 8(a)(xii) of the Canadian Security Agreement:

> **if the Secured Party reasonably considers that it is unsecure with respect to the Collateral**, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy, then the Debtor shall be in default under this Security Agreement, the security hereby constituted shall become enforceable, and **the Secured Party may proceed to realize the security hereby constituted by sale or to enforce its rights by entry, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receiver manager or for sale of the Collateral or any part thereof or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity**; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy or other judicial proceedings relative to the Debtor. […] **(emphasis added**)

51. In all of the above circumstances, I verily believe it is in the best interests of the parties that a professional receiver be appointed to realize on the Collateral in a manner that is court-supervised, open, transparent and commercially reasonable.

52. The proposed receiver, GT, would be required to seek court approval for the sale of the Business or Collateral on notice to all interested parties.

53. GT is prepared to act as receiver if so appointed.

VII. CONCLUSION

54. This affidavit is sworn in support of the application for a receivership order in the form contained at Tab 3 of the Application Record, and for no other or improper purpose.

SWORN before me at the City of Toronto, in the Province of Ontario, this 4th day of March, 2025 in accordance with O. Reg. 431/20 Administering Oath or Declaration Remotely

Signed by:
6EDCCDB31BD748E...

Commissioner for Taking Affidavits

MRYAM SARKIS

Signed by:
51720E146FDB49D...

JEREMY BIRNIE

EXHIBIT "A"

This is Exhibit "A" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

Transaction Number: APP-A10714068071
Report Generated on February 24, 2025, 14:43

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

NEEDZAPPY CANADA INC. as of February 24, 2025

Act	Corporations Information Act
Type	Extra-Provincial Federal Corporation with Share
Name	NEEDZAPPY CANADA INC.
Ontario Corporation Number (OCN)	1000661390
Governing Jurisdiction	Canada - Federal
Incorporation/Amalgamation Date	September 22, 2023
Registered or Head Office Address	88 St Regis Crescent S, Toronto, Ontario, M3J1Y8, Canada
Status	Refer to Governing Jurisdiction
Date Commenced in Ontario	September 22, 2023
Principal Place of Business	88 St Regis Crescent S, Toronto, Ontario, M3J1Y8, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the “as of” date indicated on the report. Additional historical information may exist in paper or microfiche format.

Chief Officer or Manager

There are no chief officer or managers on file for this corporation.

Corporate Name History

Refer to Governing Jurisdiction

Active Business Names

Name	ZAPPY
Business Identification Number (BIN)	1001046820
Registration Date	October 28, 2024
Expiry Date	October 27, 2029

Expired or Cancelled Business Names

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

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: TOM GREENBERG	October 28, 2024
CIA - Notice of Change PAF: TOM GREENBERG	September 06, 2024
CIA - Initial Return PAF: TARA DAVIDSON	September 22, 2023

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

EXHIBIT “B”

This is Exhibit "B" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

STATE OF WYOMING ⁎ SECRETARY OF STATE
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**NEEDZAPPY INC**		
Filing ID	**2023-001360060**		
Type	Profit Corporation	Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	11/13/2023 10:01 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	UNLIMITED	Preferred Shares	UNLIMITED	Additional Stock	N
Par Value	0.0001	Par Value	0.0001		

Principal Address

109 EAST 17TH STREET SUITE 490
CHEYENNE, WY 82001

Mailing Address

109 EAST 17TH STREET SUITE 490
CHEYENNE, WY 82001

Registered Agent Address

Registered Agents Of Wyoming, LLC
400 E 20th St
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Incorporator	MITCHELL J. HOWARD CPA, PA 3800 S. OCEAN DRIVE SUITE 228 HOLLYWOOD, FL 33019

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**NEEDZAPPY INC**		
Filing ID	**2023-001360060**		
Type	Profit Corporation	Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2024
License Tax	$60.00	AR Exempt	N	AR ID	10609235
AR Date	10/29/2024 4:53 PM				
Web Filed	Y				

Officers / Directors

Type	Name / Organization / Address
President	Ryan Davidson 109 East 17th Street Suite 490 Cheyenne, WY 82001

Principal Address	Mailing Address
109 EAST 17TH STREET SUITE 490 CHEYENNE, WY 82001	109 EAST 17TH STREET SUITE 490 CHEYENNE, WY 82001

Annual Report History

Num	Status	Date	Year	Tax
10609235	Original	10/29/2024	2024	$60.00

Amendment History

ID	Description	Date
2023-004511003	Common Amendment	12/11/2023
See Filing ID	Initial Filing	11/13/2023

EXHIBIT “C”

This is Exhibit "C" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

State Of Delaware

****THIS IS NOT AN OFFICAL CERTIFICATE OF STATUS****

Date Retrieved: 2/25/2025 3:40:27PM

File Number: 2440779

Incorporation Date / Formation Date: 10/3/2023

Entity Name: NEEDZAPPY USA INC.

Entity Kind: Corporation

Entity Type: General

Residency: Domestic

State: DELAWARE

Status: Good Standing

Status as of: 5/17/2024

Registered Agent Information

Name: UNITED STATES CORPORATION AGENTS, INC.

Address: 131 CONTINENTAL DRIVE SUITE 305

City: NEWARK

Country:

State: DE

Postal Code: 19713

Phone: 302-777-0538

Tax Information

Last AnnualReport Filed: 2024

Tax Due: $ 0

Annual Tax Assessment: $250

Total Authorized Shares: 10000

Filing History (Last 5 Filings)

Seq	Description	No of Pages	Filing Date mm/dd/yyyy	Filing Time	Effective Date mm/dd/yyyy
1	Blnkt Address - Corp	1	20240327	135600	20240328
2	Stock Corporation	2	20231003	175900	20231003

****THIS IS NOT AN OFFICAL CERTIFICATE OF STATUS****

EXHIBIT “D”

This is Exhibit "D" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

NEEDZAPPY INC.

February 16, 2024

Private & Confidential

Chargerent Canada Inc.
50 Carrol Street
Toronto, Ontario, Canada M4M 3G3

Attention: Jeremy Birnie

Re: Non-Binding Letter of Intent for the acquisition of all of the issued and outstanding shares of Chargerent Canada Inc.

This non-binding letter ("**Letter of Intent**") sets out the terms and conditions upon which Needzappy Inc., a company incorporated in the State of Wyoming with the principal office address at 109 East 17th Street, Suite 490, Cheyenne, WY 82001, or one of its affiliates ("**Zappy**" or "**Purchaser**"), proposes to purchase one hundred percent (100%) of the capital stock and any options, warrants, equity participation rights and any form of deferred compensation or profit participation (the "**Shares**") of Chargerent Canada Inc. (the "**Company**") from the owners of such Shares, being Jeremy Birnie (the "**Vendor**"). The transactions contemplated in this Letter of Intent (the "**Transaction**") shall have a proposed Closing Date of March 15, 2024 or such other date as may be mutually agreed in writing by the parties (the "**Closing**").

A binding agreement for the purchase of the Shares will only arise upon joint execution and delivery of a definitive purchase agreement (the "**Definitive Agreement**"). Upon receipt of an executed copy of this Letter of Intent, Zappy will immediately proceed to complete its due diligence review in accordance with Section 3 of this Letter of Intent.

While the parties anticipate that the matters set forth in this Letter of Intent will form the basis for the terms and conditions of the Definitive Agreement to be entered into by the parties, the parties acknowledge and agree that further negotiations and the conducting by Zappy of its due diligence review of the Company in accordance with Section 3 of this Letter of Intent may result in issues being raised by either party that require the matters described in this Letter of Intent being supplemented, amended or qualified. Without limiting the generality of the foregoing, the parties explicitly acknowledge and agree that the structure of the Transaction (including whether Zappy is acquiring assets or shares) has not been finally determined and remains subject to advice from the Purchaser's Representatives and the Vendor's Representatives (each as defined herein).

The principal terms and conditions of this Letter of Intent are set forth below:

1. Purchase Price

Subject to the conditions outlined in this Letter of Intent, Zappy proposes to purchase the Shares for a purchase price of Nine Hundred and Fifty Thousand Canadian Dollars ($950,000 CAD) (the "**Purchase Price**").

At Closing, Zappy shall pay the Purchase Price to the Vendor's counsel in cash via bank wire to an account designated by the Vendor's counsel in writing.

In addition to the foregoing, at Closing, Zappy shall issue to the Vendor 25,000 warrants, as follows:

(a) Each warrant may be exercised to acquire one (1) Class A Common Share of Zappy;

(b) The exercise price of each warrant will be equal to the per share price of the next capital financing round of Zappy after the Closing;

(c) Zappy will provide to the Vendor a separate warrant agreement at Closing; and

(d) The warrant agreement will expire on the third anniversary of Closing.

The Purchase Price assumes that:

(a) The assets of the Company are free and clear of all debts, liens, mortgages, charges, capital leases and encumbrances of any kind (the "**Indebtedness**"). To the extent any such Indebtedness (including any prepayment penalties on the early payment of such Indebtedness) is not paid in full or satisfied in full by the Company or the Vendor prior to the Closing, such Indebtedness shall be paid and deducted dollar-for-dollar from the Purchase Price payable on Closing, unless otherwise agreed by the parties in the Definitive Agreement;

(b) The Vendor is solely responsible for any and all liabilities arising from the operation of the Company's business prior to Closing, with the exception of ordinary course payables (excluding intercompany and related party indebtedness and/or excess cash);

(c) Each party shall be responsible for their own transaction expenses;

(d) The Shares shall be conveyed to Zappy free and clear of all encumbrances and rights of others, save and except for any encumbrances that the parties agree to in writing; and

(e) Upon execution of this Letter of Intent, the Company shall not, without the written consent of Zappy (which consent shall not be unreasonably withheld, conditioned or delayed) add, amend or modify any employment contracts and compensation arrangements other than in the ordinary course of business and in a manner consistent with past practices.

2. Conditions to Closing

The Closing would be conditional upon Zappy being satisfied with each of the following:

(a) Zappy completing, to its sole satisfaction, of its due diligence review of the Company in accordance with Section 3 below;

(b) The Vendor and/or Purchaser being able to obtain all required regulatory consents and permits necessary for the completion of the Transaction, to ensure that the Purchaser would be able to continue to operate the business of the Company after Closing in substantially the same manner as conducted prior to Closing;

(c) The Company completing all the required regulatory filings (federal and provincial), including tax returns and reporting as applicable, and no amounts being due as of the

Closing. If there are amounts due post-Closing but related to activities pre-Closing, such amounts would be the responsibility of the Vendor;

(d) The Vendor being able to obtain all consents and approvals to the change of control of the Company under any material contracts, licenses, and other instruments which the Purchaser considers material to the business of the Company; and

(e) Employment agreements, which shall include the necessary non-compete provisions, being negotiated and entered into with all key employees pre-Closing, to the mutual satisfaction of the parties.

The Closing would be conditional upon the Vendor being satisfied with each of the following:

i. The Company being able to satisfy and discharge all Indebtedness of the Company, unless the Purchaser agrees otherwise;

ii. All guarantees and other security provided by the Company and the Vendor (and any principal of the Company and the Vendor), and any other Indebtedness, being released and/or discharged on Closing;

iii. Non-core assets that are not required to operate the business in the ordinary course being removed from the Company prior to Closing, including locker machines and investment portfolios.

3. Due Diligence

Zappy shall complete its business, legal, and other third-party due diligence of the Company and its operations within fifteen (15) days of signing this Letter of Intent, unless otherwise agreed to among the parties (the "**Exclusivity Period**"). From the date of execution of this Letter of Intent until the end of the Exclusivity Period, the parties agree to deal with each other exclusively, as set out in Section 5.

During the Exclusivity Period the Vendor and the Company shall, subject to the terms and conditions of the Mutual Non-Disclosure Agreement entered into between Zappy and the Company on February 11, 2024, acting reasonably:

(a) Upon reasonable notice, grant to Zappy, and to its officers, employees, legal counsel, accountants, advisors, consultants, agents and other authorized representatives (collectively, the "**Zappy Representatives**") the right to inspect the assets, properties, books and records of the Company and to consult with the officers, legal counsel, accountants and other authorized representatives (collectively the "**Vendor's Representatives**") of the Company concerning its assets, properties, ownership interests and operations; and

(b) Direct the Vendor's Representatives to provide information to Zappy as reasonably requested.

Notwithstanding the foregoing, the Purchaser acknowledges and agrees that:

i. Any due diligence with respect to the Company's suppliers and customers will have their names, contact information and other sensitive information allowing for the identification of such suppliers and customers, as determined by the Vendor, acting reasonably, redacted until the

Definitive Agreement is executed; and

ii. Access to employees of the Company, shall be off limits, unless otherwise agreed to in writing among the parties, until the Definitive Agreement is executed.

Following the execution of the Definitive Agreement, but prior to Closing, the Company, the Vendor and the Vendor's Representatives shall use commercially reasonable efforts to allow Zappy and Zappy's Representatives to consult with the Company's suppliers and customers, as well as the Company's employees.

The above noted Exclusivity Period assumes that Zappy and Zappy's Representatives are provided with full and timely access to the Company's books, records, properties, personnel, and other data and information relating to the Company as reasonably requested by any of them for the purposes of evaluating and effectuating the Transaction. Subject to Section 5 below, the Exclusivity Period requires full and timely cooperation by the Company, the Vendor and Vendor's Representatives. To the extent Zappy does not receive such access, and full and timely cooperation from the Company and the Vendor, the parties will negotiate a mutually agreeable extension for each of the Exclusivity Period and the Closing.

4. Operations Pending Closing and Pre-closing Tax Planning

Prior to the Closing, the Company shall continue to operate the business of the Company in the ordinary and usual course, and consistent with prior practice, and will not dispose of or acquire any assets other than in the ordinary course of business. Without limiting the generality of the foregoing, the Company will not enter into any commitment to acquire any capital asset with an individual purchase price of ten thousand Canadian dollars ($10,000 CAD) or more without the prior written consent of Zappy, such consent shall not be unreasonably delayed, conditioned or withheld. In addition, from and after the date hereof and throughout the Exclusivity Period, the Vendor will cause the Company to notify Zappy in the event the Company intends to bid on, amend or enter into a new contract or commitment which generates annual revenue to the Company or its subsidiaries and/or commits the Company to a payable amount of one hundred thousand Canadian dollars ($100,000 CAD) or more.

Provided that the value of the Company is not materially altered, prior to Closing, the Vendor shall have the right, upon the advice of their accounting, legal and tax advisors, to implement any re-organization strategy which will minimize taxes payable by, or maximize any exemptions applicable to, the Vendor. Such advice may also inform the ultimate structure of the Transaction.

5. Mutual Exclusive Negotiations

To facilitate mutual commitment during the Exclusivity Period and encourage the parties to dedicate time and resources for a thorough due diligence review, starting from the acceptance date of this Letter of Intent by the Company and the Vendor until the expiration or termination of the Exclusivity Period, none of Zappy's Representatives nor the Vendor's Representatives shall: (i) solicit, initiate, or encourage any inquiries, proposals, or offers from any corporation, partnership, person, entity, or group (a "**Third Party**") other than each other regarding any leasing arrangement, merger, consolidation, business combination, recapitalization, sale of any asset, or sale of any equity or debt security, or any similar transaction related to the Company, other than in the ordinary course of business (a "**Third Party Acquisition**"); (ii) provide any information to or respond to any questions from any Third Party concerning the Company or its subsidiaries in connection with any inquiry regarding, or to facilitate, any Third Party Acquisition; or (iii) engage in any negotiation or discussion with, or enter into any agreement, understanding, or undertaking with, any Third Party concerning any Third Party Acquisition. Upon receiving any information request that could lead to a Third-Party Acquisition or any proposal regarding a Third-Party Acquisition, the occurrence of such request or proposal and its content shall promptly, unless prevented by confidentiality obligations of Zappy, the Vendor or the Company, promptly be communicated in writing to Ryan Davidson, at ryan@needzappy.com and Jeremy Birnie, at jbirnie@chargerent.net.

The Exclusivity Period may be extended by written agreement of the Purchaser and the Vendor. Notwithstanding the foregoing, if at any time during the Exclusivity Period, Zappy determines that it will not be proceeding with the Transaction, it will forthwith notify the Company and the Vendor at the address noted on the first page of this Letter of Intent and the provisions of this Section 5 will thereafter have no further force or effect.

Each of Zappy, the Company and the Vendor shall pay their own legal, accounting and other transaction fees in connection with the Transaction, provided that if the Vendor or the Company or any of the Vendor's Representatives violates the exclusivity provisions set out in this Letter of Intent, then Zappy shall have, to the exclusion of any other remedy whatsoever, the right to reimbursement, on a joint and several basis, from the Company, of all reasonable out-of-pocket fees and expenses incurred by Zappy in connection with the Transaction, including, without limitation, all third-party legal, accounting and other advisory fees and expenses to be paid to Zappy to a maximum aggregate amount of twenty-five thousand Canadian dollars ($25,000 CAD), to be paid by the Company within ten (10) business days of Zappy request for such reimbursement and proof of incurring such costs.

If any of the Zappy's Representatives violates the exclusivity provisions set out in this Letter of Intent, then the Company shall have, to the exclusion of any other remedy whatsoever, the right to reimbursement, on a joint and several basis, from Zappy, of all reasonable out-of-pocket fees and expenses incurred by Company/vendor in connection with the Transaction, including, without limitation, all third- party legal, accounting and other advisory fees and expenses to be paid to the Company to a maximum aggregate amount of twenty-five thousand Canadian dollars ($25,000 CAD), to be paid by the Zappy within ten (10) business days of the Company request for such reimbursement and proof of incurring such costs.

6. Definitive Agreement

The parties shall proceed in good faith with the negotiation of the terms and conditions of the Definitive Agreement and related agreements. The Definitive Agreement shall substantially embody the terms and conditions of this Letter of Intent and additional representations, warranties, covenants, conditions and indemnities, including exclusion, "basket" and limitation of liability provisions, negotiated between the parties and that are standard for transactions of this nature; it being understood and agreed that no representations and warranties shall be given regarding the financial performance, financial statements and other related matters with respect to the period prior to January 31st, 2024. The Definitive Agreement will provide for a period between signing of such agreement and Closing of the Transaction, whereby the Vendor will share the names of the suppliers and customers and the Vendor will have time to obtain the necessary consents in respect of the Transaction, if any.

The Definitive Agreement shall contain a non-solicitation provision which precludes the Purchaser from being allowed to directly solicit the business of any of the customers or suppliers of the Company for two years following the date upon which this Letter of Intent is terminated or expires. Zappy will prepare the first draft of the Definitive Agreement and deliver same to the Vendor within ten (10) business days following the execution of this Letter of Intent, failing which, notwithstanding any other provisions of this

Letter of Intent, the Exclusivity Period may be terminated by the Vendor, at its sole discretion, upon written notice to Zappy.

7. Confidentiality

Except as required by law, Zappy's potential purchase of the Shares and the terms and conditions of this Letter of Intent, including the Purchase Price and the fact that discussions in respect of the Transaction are ongoing or the status thereof (the "**Purchase Information**") are confidential and shall not be disclosed by any party or any party's representatives to any person or entity except to those of the Purchaser's Representatives and Vendor's Representatives that need to know the Purchase Information in connection with the negotiation or completion of the Transaction.

8. Intent of the Parties and Governing Law

This Letter of Intent supersedes all prior expressions of interest, discussions, agreements or undertakings of the parties relating to the Transaction. This Letter of Intent shall be governed by and interpreted in accordance with the laws of the Province of Ontario, without regard to its principles of conflicts of laws.

This Letter of Intent is an expression of intent only and is not intended to create legally binding obligations of the parties. Notwithstanding the foregoing, Sections 5, 6, 7 and 8 of this Letter of Intent shall constitute binding and enforceable obligations of the parties hereto. The reimbursement obligations set forth in Section 5, as well as the provisions of Sections 6 and 7 shall survive the expiration of the Exclusivity Period.

9. Expiry

This Letter of Intent will be open for signature by the Company and the Vendor until 5:00 pm (Eastern) on February 19, 2024, unless the time for such signature is extended in writing by the Purchaser. Please indicate your approval of this Letter of Intent by signing and returning one copy to the attention of the Purchaser.

10. Counterparts

This Letter of Intent may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts will have been signed by each party and delivered to the other party. Delivery of an executed counterpart of this Letter of Intent by electronic transmission in a portable document format shall be equally effective as delivery of a manually executed counterpart of this Letter of Intent.

12. **Non-Solicitation**

Zappy_agrees that, during the duration of this Letter of Intent and for a period of two years subsequent to the termination or expiry of this Letter of Intent or the Closing Date, whichever is earlier; Zappy shall not, directly or indirectly, solicit any customers, suppliers or service providers of the Company with whom Zappy learned of or had contact with as a result of Zappy's relationship with the Company or the Vendor, or cause such customers to reduce or cease to do business with the Company or the Vendor. This shall not apply to customers, suppliers or service providers with whom Zappy has already established a business relationship with Zappy's own network not related to the Company or the Vendor.

We look forward to working with you on completing this Transaction.

Sincerely,

Signed on February ______, 2024.

Needzappy Inc.

By:_____________________________
Print name: Ryan Davidson
Title: Authorized Signatory
(I have authority to bind the Corporation.)

* * * * *

Agreed and accepted on February 17th, 2024.

Chargerent Canada Inc.

By: _____________________________
Name: Jeremy Birnie
Title: Authorized Signatory
(I have authority to bind the Corporation.)

EXHIBIT “E”

This is Exhibit "E" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

Execution Copy

ASSET PURCHASE AGREEMENT

AMONG

CHARGERENT CANADA INC.

- and –

NEEDZAPPY CANADA INC.

- and –

NEEDZAPPY INC.

April 21, 2024

This asset purchase agreement is made available to you in the context of a transaction and shall be kept by you and your advisors who have a need to know in strict confidence. This document is not intended to create, and will not be deemed to create, a legally binding or enforceable offer or agreement of any type or nature prior to the duly authorized and approved execution of this document by all such parties and the delivery of an executed copy hereof by all such parties to all other parties.

All representations and warranties of the Corporation contained herein are subject to, as applicable, disclosures to be made in the applicable disclosure Schedule.

THIS ASSET PURCHASE AGREEMENT entered into as of April 21, 2024

AMONG: **NEEDZAPPY CANADA INC.**, a corporation incorporated under the Canada Business Corporations Act;

(the "**Purchaser**")

AND: **CHARGERENT CANADA INC.**, a corporation incorporated under the Canada Business Corporations Act;

(the "**Corporation**")

AND: **NEEDZAPPY INC.**, a corporation incorporated under the laws of the State of Wyoming in the United States of America;

(the "**Parent**")

RECITALS:

1. The Corporation carries on the Business and owns all of the undertaking, property and assets of the Business.

2. The Purchaser wishes to purchase, and the Corporation wishes to sell, the undertaking and substantially all of the Corporation's property and assets used to operate the Business upon the terms and conditions set forth herein.

The parties therefore agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this asset purchase agreement (this "**Agreement**"):

"**Applicable Laws**" means any and all applicable (i) laws, statutes, rules, regulations, by-laws, codes, treaties, constitutions and ordinances, (ii) Orders, and (iii) policies, guidelines, standards, requirements, notices and protocols of any governmental authority;

"**Assignment Period**" has the meaning ascribed thereto in Section 3.3;

"**Assumed Contracts**" means all Contracts set forth in Schedule 1.1A;

"**Business**" means the business carried on by the Corporation consisting of placing, managing and operating fully automated and self-service portable charger dispensing and charging kiosks ("**Kiosks**") placed in various locations accessible to the public to rent the portable chargers ("**Powerbanks**"), which can be used to charge smartphones, tablets, e-cigs, and many other electronic devices anywhere and on-the-go;

"**Business Day**" means any day except Saturday, Sunday, any statutory holiday in the Province of Ontario or any other day on which the principal chartered banks in the City of Toronto are closed for business;

"**Business Relation**" has the meaning ascribed thereto in Section 4.1(u);

"**Closing**" means the completion of the purchase and sale of the Purchased Assets and all other transactions contemplated by this Agreement;

"**Closing Date**" means May 15, 2024, or such earlier or later date as may be agreed by the parties in writing;

"**Closing Document**" means any agreement, certificate or other instrument to be executed or delivered on the Closing as contemplated by this Agreement;

"**Closing Time**" means 5:00 p.m. in the City of Toronto on the Closing Date or such other time on the Closing Date as the parties may agree in writing that the Closing will take place;

"**Consent**" means any approval, consent, permit, waiver, ruling, exemption, acknowledgement or similar authorization from any person other than (i) the Corporation, or (ii) any governmental authority, including those required by Applicable Laws or under the terms or conditions of any Contract;

"**Contracts**" means any contract, agreement, instrument or other legally binding commitment or arrangement, written or oral, to which the Corporation is a party or under which it has rights or obligations, including those listed or described in Schedule 1.1A;

"**Corporation's Indemnified Persons**" means the Corporation, its affiliates, Jeremy, and respective directors, officers, shareholders, employees, representatives and agents, as applicable and to the extent same are not directors, officers, shareholders, employees, representatives and agents of the Purchaser or Parent;

"**Corporation's Intellectual Property**" means any Intellectual Property used, in whole or in part, in or required by the Corporation for the carrying on of the Business as presently conducted, both domestic and foreign and listed in Schedule 4.1(Y);

"**Customer Contracts**" has the meaning ascribed thereto in Section 4.1(s);

"**Damages**" means any damages, losses, liabilities, claims, demands, debts, interest, charges, fines, penalties, assessments, reassessments, judgments, costs or expenses, including the costs and expenses of any Legal Proceeding or any Order, settlement or compromise relating thereto (including reasonable costs, fees and expenses of legal counsel);

"**Debt**" means debt and borrowings or indebtedness in the nature of borrowings of the Corporation or other liabilities of the Corporation, including, but not limited to, the following: (i) long and short-term credit facilities, interest-bearing debt, non-interest-bearing debt and overdrafts, (ii) debt and borrowings or indebtedness in the nature of borrowings of the Corporation or other liabilities of the Corporation which are evidenced by debt instruments (including any bond, debenture, promissory notes, loan, credit facility or other agreement evidencing debt), (iii) all obligations in respect of outstanding letters of credit or similar obligations, (iv) outstanding cheques, (v) all obligations arising under capitalized leases, financing agreements, conditional sales contracts and other similar title retention instruments, (vi) all obligations in respect of the deferred purchase price of property or services, including earn-out payments and seller notes, (vii) dividends, distributions and any preferred shares in the share capital of the Corporation which are redeemable at the election of the holder, (viii) any Taxes (including income Taxes), (ix) any indebtedness between the Corporation and any of the following: (A) any current or past, direct or indirect, principal or shareholder of the Corporation, (B) any of the affiliates of the Corporation, (C) any Interested Person or (D) any person related to the Corporation, or any current or past, direct or indirect, shareholder of the Corporation, (x) all obligations with respect to overdue payroll, (xi) all obligations with respect to bonuses owed to any employees or independent contractors, (xii) all expenses, fees or charges incurred by the Corporation in connection with the preparation, negotiation, execution and delivery of this Agreement and the other Closing Documents or otherwise relating to the transactions contemplated hereby, and (xiii) any interest, fees, prepayment obligations, premiums, penalties, expenses, fees, sale or liquidity participation amounts, reimbursements, indemnities and other amounts payable in connection with any of the indebtedness referred to in clauses (i) through (xii);

"**Defending Party**" has the meaning ascribed thereto in Section 6.8;

"**Encumbrance**" means any lien, mortgage, charge, pledge, hypothec, security interest, assignment, option, conditional sale, warrant, lease, sublease, easement, restrictive covenant, title retention agreement, statutory or deemed trust, adverse claim or other encumbrance of any kind, which secures payment or performance of an obligation or otherwise affects the right, title or interest in or to any particular property;

"**Excluded Assets**" has the meaning ascribed thereto in Section 2.2;

"**Financial Statements**" means the interim unaudited financial statements of the Corporation for the period starting on January 1, 2023 and ending on December 31, 2023, consisting of a balance sheet of the Corporation and the accompanying statements of profit and loss, retained earnings and changes in financial position for the period then ended and all notes (if any) to them;

"**Goodwill**" means:

(a) the goodwill of the Business;

(b) the exclusive right to represent oneself as carrying on the Business in continuation of, and as successor to, the Corporation and the right to use any words indicating that the Business is so carried on;

(c) the telephone number or numbers listed in the name of the Corporation or the Business; and

(d) all restrictive agreements and negative covenant agreements which the Corporation may have with employees or others, past or present;

"**Guarantee**" has the meaning ascribed thereto in Section 4.1(q);

"**Guaranteed Purchaser Obligations**" has the meaning ascribed thereto in Section 7.1;

"**Hazardous Substance**" means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the environment, injure or damage property or plant or animal life or harm or impair the health of any individual or that is defined as hazardous in any Applicable Laws;

"**HST**" means all Taxes levied under the HST Act;

"**HST Act**" means Part IX of the *Excise Tax Act* (Canada);

"**Indemnified Person**" means a Purchaser's Indemnified Person or a Corporation's Indemnified Person, as applicable, who is entitled to indemnification under Article 6;

"**Indemnifier**" means any person obligated to provide indemnification under Article 6;

"**Intellectual Property**" means any and all intellectual property and all Intellectual Property Rights related thereto, including applications and registrations therefor, ideas, formulae, algorithms, concepts, techniques, processes, procedures, methodologies, plans, systems, documentation, technical data, data compilations, specifications, designs, diagrams, inventions, technology, applications, software and computer programs (including all related code), application program interfaces (APIs), domain names, Uniform Resource Locators (URLs), database, know-how and trade secrets;

"**Intellectual Property Rights**" means any and all proprietary rights anywhere in the world provided under: patent law, copyright law, trademark law, design patent or industrial design law, semiconductor chip or mask work law, trade secret law, or any other statutory provision or common law principle that provides a right in either Intellectual Property or the expression or use of

Intellectual Property, and any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing;

"**Interested Person**" means any present or former officer, director, shareholder or employee of the Corporation, or any person with whom the Corporation or any of the foregoing does not deal at arm's length within the meaning of the *Income Tax Act* (Canada) (including Jeremy);

"**Inventories**" means Kiosks and Powerbanks of the Corporation listed in Schedule 1.1C;

"**Inventories as at Closing Time**" means Inventories that are held by the Corporation as of the Closing Time;

"**IT Systems**" has the meaning ascribed thereto in Section 4.2(c);

"**Jeremy**" means Jeremy Birnie, the sole shareholder of the Corporation;

"**Legal Proceedings**" has the meaning ascribed thereto in Section 4.1(rr);

"**License**" means any license, permit, approval, authorization, certificate, directive, order, variance, registration, right, privilege, concession or franchise issued, granted, conferred or otherwise created by any governmental authority;

"**Licensed IP**" has the meaning ascribed thereto in Section 4.1(y);

"**Malicious Code**" means software viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs designed to do harm, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

"**Material Adverse Change**" means any event, occurrence, fact, condition or change that (a) to the Purchaser is material and adverse to the business, results of operations, financial condition, Purchased Assets, including the Inventories and Assumed Contracts of the Business, taken as a whole, or (b) prevents the ability of the Corporation to consummate the transactions contemplated hereby in accordance with its terms;

"**Material Contracts**" means all of the Corporation's Contracts (i) under which the Corporation is obliged to make or is entitled to receive aggregate payments in excess of $10,000 per annum, other than the Contracts between the Corporation and other third parties in the ordinary course of Business as well as Contracts between the Corporation, its employees or consultants; (ii) which is outside the ordinary course of Business; (iii) which, if terminated, would require the Corporation to pay a penalty, or incur a cost, of more than $10,000; (iv) which restricts in any material respect the Business or activities of the Corporation; (v) which, if terminated without the consent of the Corporation, would have a material and adverse effect on the results of the Business or the assets, operations, affairs, prospects, condition (financial or otherwise) of the Corporation (including the Purchased Assets); or (vi) which is otherwise material to the Business and the Purchased Assets, including any Contract for logistics services;

"**NHL Lease Invoice**" means the Corporation's NHL Lease Invoice dated July 31, 2023, invoice #2617.

"NHL Payment" means the payment to be received by the Corporation in the amount of $116,457 (inclusive of HST) as the second installment under the NHL Lease Invoice.

"Non-Assigned Contract" has the meaning ascribed thereto in Section 2.3(a);

"**Obsolete Inventories**" means any Inventories which are, materially damaged, or are not usable, or are not substantially rechargeable, or not saleable;

"**Ocharge Agreement**" has the meaning ascribed thereto in Section 2.4;

"**Ocharge**" means Ocharge LLC;

"**Order**" means any order, directive, judgment, decree, award or writ of any Tribunal;

"**Osmington Agreement**" means the License Agreement between the Corporation and Osmington (Union Station) Inc. dated October 11, 2019, which agreement expired on February 29, 2020.

"**Owned IP**" means the Corporation's Intellectual Property owned by the Corporation;

"**Permitted Encumbrances**" means:

(a) legal hypothecs for Taxes, assessments or governmental charges or levies which relate to obligations not yet due or delinquent;

(b) legal hypothecs in favour of architects, engineers, suppliers of material, workmen or sub-contractors (i) that, individually or in the aggregate, are not material, (ii) that arose or were incurred in the ordinary course of business, (iii) that are related to obligations not due or in arrears, (iv) that have not been registered or filed under Applicable Laws, and (v) for which notice in writing has not been given to the Corporation;

(c) easements, servitudes, encroachments and other minor imperfections of title which do not, individually or in the aggregate, detract from the value of or impair the use or marketability of any real property;

(d) undetermined or inchoate Encumbrances arising or potentially arising under statutory provisions which have not at the time been filed or registered in accordance with Applicable Laws or of which written notice has not been given in accordance with Applicable Law; and

(e) other Encumbrances, if any, that have not caused a Material Adverse Change, and would not attach to the Purchased Assets;

"**Prepaid Expenses**" means all prepaid expenses relating to the Business or the Purchased Assets and which remain prepaid expenses (as determined in accordance with generally accepted accounting principles) as at the Closing Time (including, immovable or real property taxes), other than those relating to Excluded Assets;

"**Purchase Price**" has the meaning ascribed thereto in Section 3.1;

"**Purchased Assets**" has the meaning ascribed thereto in Section 2.1;

"**Purchaser's Indemnified Persons**" means the Purchaser, its affiliates, and their respective directors, officers, shareholders, employees, representatives and agents;

"**Records**" means the Corporation's records regarding the Business, including all information in any form relating to the Business, sales and purchase records, lists of suppliers, buyers and sellers, lists of potential buyers and sellers, credit and pricing information, business reports, plans and projections, inventory reports and records, business, marketing and advertising materials, which, for greater certainty, shall exclude books and records relating to Excluded Assets;

"**Regulatory Approval**" means any approval, clearance, consent, permit, waiver, ruling, exemption, acknowledgement or similar authorization from any governmental authority, including those required by Applicable Laws or under the terms or conditions of any Contract, License or Order;

"**Storage Contract**" means the rental agreement for the storage units designated as Unit B014 and Unit B019 located at 145 Eastern Avenue Toronto, ON M5A 1H7 from Green Storage Toronto, which stores certain Tangible Personal Property and Inventories of the Corporation;

"**Storage Locker Business**" means the Corporation's business of operating Storage Locker Kiosks in Canada;

"**Storage Locker Kiosks**" means the Corporation's rentable storage locker units placed in various locations accessible to the public, which can be rented by the public to store their personal belongings;

"**Supplemental Disclosure Schedules**" means the supplemental disclosure Schedules to be provided by the Corporation on the Closing Date in respect of the representations and warranties set forth in Section 4.1;

"**Tangible Personal Property**" means all furniture, fixtures, equipment, supplies and other tangible personal property of the Business that is listed in Schedule 1.1B;

"**Taxes**" has the meaning ascribed thereto in Section 4.1(ss);

"**Tax Returns**" means all reports, elections, returns, and other documents required to be filed under the provisions of any Tax law and any tax forms required to be filed, whether in connection with a Tax Return or not, under any provisions of any applicable Tax law;

"**Third-Party Claim**" means any claim or Legal Proceeding that is instituted or asserted by any Person who is not a party against an Indemnified Person which entitles the Indemnified Person to make a claim for indemnification under Article 6 of this Agreement;

"**Tribunal**" means any court (including a court of equity), arbitrator or arbitration panel, or any governmental authority or other body exercising adjudicative, regulatory, judicial or quasi-judicial powers, including any stock exchange;

"**Unearned Revenue**" means cash received by the Corporation prior to Closing in respect of the Unearned Revenue Contract, in the amount of $71,700.

"**Unearned Revenue Contract**" means the MLB Lease Invoice dated January 12, 2024, expiring October 1, 2026, whereby the Corporation has delivered the Kiosks as required under the contract and has received payment for the operation of the Kiosks up to April 10, 2025.

1.2 Rules of Interpretation

In this Agreement:

(a) **Accounting Principles –** Unless otherwise specified, any reference in this Agreement to "generally accepted accounting principles" is to the generally accepted accounting principles in effect in Canada at the date of determination as recommended in Part II – Accounting Standards for Private Enterprises of the CPA Canada Handbook – Accounting of the Chartered Professional Accountants of Canada and consistently applied.

(b) **Consent –** Whenever a provision of this Agreement requires or contemplates the consent or approval of a party and that approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, that party will be deemed to have withheld its approval or consent.

(c) **Currency –** Unless otherwise specified, all dollar amounts in this Agreement, including the symbol "$", refer to Canadian currency.

(d) **Headings, etc**. – The division of this Agreement into Articles, Sections and other subdivisions and the inclusion of headings are provided for convenience only and do not affect the construction or interpretation of this Agreement.

(e) **Including –** In this Agreement, the words "include", "including" or "such as" mean "include (or including) without limitation" and the words following "include", "including" or such as are not to be considered an exhaustive list.

(f) **Knowledge -** Any reference to "the knowledge of the Corporation", unless otherwise expressly stated herein, means the actual knowledge of Jeremy, after reasonable inquiry.

(g) **Performance on Holidays –** If any act is required by the terms of this Agreement to be performed on a day which is not a Business Day, the act will be valid if performed on the next succeeding Business Day.

(h) **References to Persons –** Unless the context otherwise requires, any reference in this Agreement to a person includes any individual, body corporate, unlimited liability company, limited liability corporation, partnership, limited liability partnership, sole proprietorship, firm, joint stock company, joint venture, trust, unincorporated association, unincorporated organization, syndicate, governmental authority and any other entity or organization of any nature whatsoever, and includes such person's heirs, administrators, executors and other legal representatives, successors and permitted assigns.

(i) **Statutory References –** Unless otherwise specified, any reference in this Agreement to a statute includes all rules and regulations made under it and all applicable guidelines, bulletins or policies made in connection with it and which are legally binding, in each case as it or they may have been, or may from time to time be, amended or re-enacted.

(j) **Time –** Time is of the essence of this Agreement, and no extension or variation of this Agreement will operate as a waiver of this provision.

(k) **Time Periods –** Unless otherwise specified, a period of days will be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Toronto time) on the last day of the period. If a period of time is to expire on any day that is not a Business Day, the period will be deemed to expire at 5:00 p.m. (Toronto time) on the next succeeding Business Day.

1.3 Schedules and Exhibits

The following Schedules and Exhibits form an integral part of this Agreement:

Schedule 1.1A	Assumed Contracts
Schedule 1.1B	Tangible Personal Property
Schedule 1.1C	Inventories
Schedule 1.1D	Location of Kiosks
Schedule 3.2	Allocation of Purchase Price
Schedule 4.1(H)	Consents
Schedule 4.1(L)	Licenses
Schedule 4.1(N)	Financial Statements
Schedule 4.1(O)	Material Adverse Changes
Schedule 4.1(P)	Transactions Outside the Ordinary Course

Schedule 4.1(Q)	Guarantee
Schedule 4.1(S)	Material Contracts
Schedule 4.1(T)	Major Customers
Schedule 4.1(W)	Warranties
Schedule 4.1(Y)	Intellectual Property
Schedule 4.1(PP)	Insurance Policy
Schedule 4.1(RR)	Legal Proceedings

ARTICLE 2
PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing Time, the Corporation shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase and assume from the Corporation, as a going concern with all related Goodwill, all undertaking, property and assets of the Corporation (excluding the Excluded Assets) of every kind and description and wherever located (collectively, the "**Purchased Assets**"). The Purchased Assets include the Corporation's right, title, benefit and interest in the following assets of the Business:

(a) the Corporation's Intellectual Property;

(b) the Goodwill;

(c) the Assumed Contracts;

(d) all Tangible Personal Property;

(e) all Inventories;

(f) all Prepaid Expenses; and

(g) the Records (other than those required by Applicable Laws to be retained by the Corporation, copies of which the Corporation shall deliver to the Purchaser, and shall otherwise retain in accordance with the Applicable Laws).

except to the extent that any of the foregoing constitute Excluded Assets.

2.2 Excluded Assets

Notwithstanding Section 2.1, the Purchased Assets do not include any of the following (collectively, the "**Excluded Assets**"):

(a) all cash and cash equivalents, bank accounts and securities of the Corporation;

(b) all Contracts that are not Assumed Contracts, including the Storage Contract and employment agreements;

(c) all Intellectual Property other than the Corporation's Intellectual Property;

(d) the corporate seals, organizational documents, minute books, securities registers, Tax Returns, books of account or other records having to do with the corporate organization of

Corporation, all employee-related or employee benefit-related files or records, and any other books and records that Corporation is prohibited from disclosing or transferring to Purchaser under Applicable Law and is required by Applicable Law to retain, save and except for the Records pursuant to Section 2.1(g);

(e) all insurance policies of the Corporation and all rights to applicable claims and proceeds thereunder;

(f) the Corporation's rights under this Agreement;

(g) all Taxes and Tax attributes (including duty and Tax refunds and prepayments) of the Corporation;

(h) all rights to any action, proceeding or claim of any nature available to or being pursued by the Corporation, whether arising by way of counterclaim or otherwise and for which no indemnity or recourse shall attach to or be claimed from the Purchased Assets;

(i) right to receive any refund or debts due to the Corporation from Jeremy;

(j) right to receive any refund or debts due to the Corporation from any governmental authority, including Tax authorities;

(k) the Corporation's Storage Locker Kiosks, the Storage Locker Business and related equipment and inventory; and

(l) the NHL Payment.

2.3 Treatment of Contracts If Consent Not Obtained Prior to Closing

Ten (10) day priors to the Closing Time, the Corporation shall provide a list of any Assumed Contracts that are unlikely to be assignable to the Purchaser. The Purchaser shall have up until the Closing Time to notify the Corporation if the list of un-assignable Assumed Contracts constitutes a Material Adverse Change, after which if any rights, benefits or remedies under any Assumed Contract (the "**Contract Rights**") are not assignable to the Purchaser without the consent of the other party or parties to that Contract (or a third party) and that consent is not obtained by the Closing Time, then from and after the Closing Time:

(a) each such Assumed Contract (a "**Non-Assigned Contract**") will be deemed not to have been assigned by the Corporation to the Purchaser under this Agreement;

(b) the Corporation shall hold the Non-Assigned Contract for the exclusive benefit of the Purchaser;

(c) the Corporation shall, at the request and expense and under the direction of the Purchaser, acting reasonably, do all things or cause all things to be done that the Purchaser, acting reasonably, considers necessary or desirable to perform the obligations of the Corporation under the Non-Assigned Contracts in a manner that preserves the value of the Contract Rights, ensures that those Contract Rights will enure to the benefit of the Purchaser, and ensures that all amounts receivable under the Non-Assigned Contracts will be received by the Purchaser;

(d) the Corporation shall promptly pay over to the Purchaser all amounts collected by the Corporation under the Non-Assigned Contracts and, conversely, the Purchaser shall reimburse the Corporation upon demand of all reasonable out-of-pocket expenses and losses incurred by the Corporation in connection therewith;

(e) the Corporation shall not amend, extend, renew or cancel any such Non-Assigned Contracts without the consent of the Purchaser, at the Purchaser's sole and absolute discretion. The Purchaser may, at its discretion, instruct the Corporation and the Corporation shall pursue all such negotiations to amend, extend, renew or cancel any such Non-Assigned Contract in accordance with any such instructions;

(f) the Corporation and the Purchaser shall make reasonable efforts and cooperate with each other in good faith to obtain the necessary Consents under the Non-Assigned Contracts; and

(g) if the Corporation obtains the necessary consent under a Non-Assigned Contract in form satisfactory to the Purchaser, effective as of the date the Purchaser receives a copy of that consent from the Corporation, that Non-Assigned Contract will be deemed to have been assigned and transferred by the Corporation to the Purchaser and the Corporation and the Purchaser will be relieved of any further obligations under any agreement made between them in respect of that Non-Assigned Contract (including under this Subsection 2.3).

For certainty and notwithstanding the foregoing, any Non-Assigned Contracts that are assigned to the Purchaser after the Closing Time but before the expiry of the Assignment Period shall be subject to the payments described in Section 3.3(d)(ii).

2.4 Assumption of Assumed Liabilities

Subject to the terms and conditions of this Agreement, upon Closing, the Purchaser shall become liable for the following liabilities and obligations of the Corporation (collectively, the "**Assumed Liabilities**"), and no others:

(a) all other liabilities and obligations arising out of, or relating to, Purchaser's ownership or operation of the Business and the Purchased Assets on or after the Closing;

(b) all liabilities and obligations arising under or relating to the Assumed Contracts including, for certainty, the Unearned Revenue Contract; and

(c) any other obligations expressly assumed by the Purchaser under this Agreement.

Notwithstanding the foregoing, the Assumed Liabilities exclude any and all (i) liabilities and Debts of or claims against the Corporation, including for any breach of contract, breach of warranty, tort, violation of law or environmental matters arising or originating prior to Closing, (ii) liabilities or Debts incurred by the Corporation outside the ordinary course of the Business (except to the extent explicitly approved by the Purchaser) or otherwise in violation of this Agreement prior to Closing, (iii) claims made by the Purchaser against the Corporation, and (iv) obligations pertaining to the Ocharge Collaboration Agreement entered into as of January 5, 2018 between Ocharge and the Corporation, as Local Partner (as amended, restated, supplemented or otherwise modified from time to time, the "**Ocharge Agreement**").

2.5 Retained Liabilities

For greater certainty, the Purchaser will not assume and will not be liable for any obligations, including employee obligations, Debts, commitments and liabilities of any loans, credit facilities or claims against the Corporation, or for any obligations, including employee obligations, commitments, Debts or liabilities of the Business relating to the period prior to Closing (contingent or otherwise) (the "**Retained Liabilities**"), including the following:

(a) any accounts payable relating to the period prior to Closing;

(b) any liabilities or obligations arising out of or relating to the Corporation's ownership or operation of the Business and the Purchased Assets prior to Closing (save and except for liabilities and obligations in respect of the Unearned Revenue), and after Closing if such liability or obligation is as a result of the Corporation's act or omission including by anyone whom it would be responsible for in law;

(c) any liabilities or obligations for (i) Taxes and employee payroll, source deductions and workman's safety insurance, relating to the Business or the Purchased Assets for any Tax period ending prior to Closing and (ii) any other Taxes of the Corporation for any taxable period;

(d) any Debt of the Corporation or relating to the Business or Purchased Assets, including any Debt of the Corporation owing to Jeremy;

(e) any liabilities or obligations in respect of employees of the Corporation, including former employees;

(f) any non-compliance with any Applicable Laws prior to Closing;

(g) any liabilities or obligations relating to or arising out of any Excluded Asset;

(h) any liabilities or obligations in respect of defects or deficiencies in any product or service distributed by the Corporation or through the Business, in whole or in part, prior to Closing;

(i) any Third-Party Claim or other Legal Proceeding instituted prior to or after Closing and whether or not disclosed in any Schedule to this Agreement, which is based on any act or omission that occurred or commenced at or prior to Closing or after Closing if such act or omission is by the Corporation or anyone the Corporation would be responsible for in law;

(j) any liabilities incurred by the Corporation or Jeremy prior to Closing with respect to the Business outside the ordinary course of the Business (except if explicitly approved by the Purchaser) or otherwise in violation of this Agreement, other than the Assumed Liabilities; and

(k) any liabilities or obligations arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement by the Corporation and Jeremy, the other Closing Documents and the transactions contemplated hereby, including fees and expenses of counsel, accountants, consultants, advisers and others.

ARTICLE 3
PURCHASE PRICE AND RELATED MATTERS

3.1 Amount of Purchase Price

The consideration payable by the Purchaser to the Corporation for the Purchased Assets shall be $950,000 (the "**Purchase Price**"), payable in accordance with Section 3.3.

3.2 Allocation of Purchase Price

The Purchase Price will be allocated among the Purchased Assets in accordance with Schedule 3.2, and the values so attributed to the Purchased Assets are the respective fair market values thereof. The Corporation and Purchaser shall cooperate in the preparation of and execute any elections and agreements that may be necessary or desirable under applicable Tax laws to give effect to the allocations described in Schedule 3.2, and the Corporation and the Purchaser shall prepare and file their respective Tax Returns in a manner consistent with those allocations, elections and agreements. If either party fails to file its Tax Returns in accordance with this Section 3.2, it shall indemnify and save harmless the other party in respect of any additional Tax, interest, penalty, and legal and/or accounting costs paid or incurred by the other party as a result of the indemnifying party's failure to file its Tax Returns in accordance with this Section 3.2.

3.3 Payment of Purchase Price

The Purchase Price shall be paid and satisfied in accordance with the following:

(a) Within six (6) business days following the execution of this Agreement, the Purchaser shall pay $250,000.00 of the Purchase Price, by wire transfer of immediately available funds to the Corporation's solicitor, in trust for the benefit of the Corporation, to be treated as a deposit and credited against the Purchase Price at Closing.

(b) On the Closing Date, the Purchaser shall pay $450,000.00 of the Purchase Price less the amount of the NHL Payment and a portion of the Unearned Revenue, by wire transfer of immediately available funds to the Corporation's solicitor, in trust for the benefit of the Corporation, and subsequently released to the Corporation upon Closing. For greater certainty, the net amount that the Purchaser will wire to the Corporation's solicitor is $311,090, calculated as: $450,000 less NHL Payment of $103,060 and less $35,850, which represents 50% of Unearned Revenue of $71,700.

(c) The payment of the outstanding balance of the Purchase Price, being $250,000.00, is conditional upon the successful assignment of each Assumed Contract to the Purchaser within twelve (12) months following the Closing Date (the "**Assignment Period**"). Upon each successful assignment of an Assumed Contract, payment shall be made to the Corporation in the amounts described in Schedule 1.1A Column (A) (Ascribed Value) of this Agreement at the later of (i) 6 months after the Closing Date; and (ii) five (5) business days following the successful assignment of the related Assumed Contract.

(d) At the expiry of the Assignment Period, there shall be a negative adjustment to the Purchase Price for any Assumed Contracts that have not been assigned, in the amounts set out in Schedule 1.1A Column (B) (3.5x Revenue) of this Agreement. For clarity, and notwithstanding any other provision of this Agreement:

    (i) an Assumed Contract shall be deemed to have been successfully assigned to the Purchaser where the counterparty to such Assumed Contract executes a simple assignment agreement, in form and substance satisfactory to the Purchaser and the Corporation, each acting reasonable;

    (ii) Assumed Contracts shall be assigned without amendment or modification to their terms;

    (iii) the portion of the Purchase Price relating to an Assumed Contract, as set out in Section 1.1, shall be earned by the Corporation immediately upon the execution of an assignment agreement; and

    (iv) notwithstanding the foregoing, the Purchaser explicitly acknowledges that the Osmington Agreement has expired, and no written or verbal agreement is in place to extend or replace such agreement. The Purchaser further acknowledges and agrees that the Osmington Agreement shall be deemed to have been successfully assigned if the Purchaser's equipment remains operational at Union Station six (6) months following the date of installation.

3.4 Warrants

In addition to the Purchase Price, the Parent agrees to issue warrants to the Corporation, or its designee, as follows:

(a) Within 10 business days of the Closing Date, the Parent shall provide a warrant certificate for 25,000 warrants;

(b) Each warrant shall entitle the holder to acquire one common share of the Parent at the exercise price;

(c) The exercise price of each warrant shall be the price per common share offered at the next arm's length equity financing round of the Parent after the Closing Date; and

(d) The unexercised warrants shall expire, without recourse or cash value, on the third-year anniversary of the Closing Date.

3.5 Tax Elections

(a) The Purchaser and the Corporation shall jointly make the elections provided for under section 167(1.1) of the HST Act and under any provision of any applicable legislation imposing a similar value-added or multi-staged Tax to have such provisions apply to the purchase and sale of the Purchased Assets contemplated by this Agreement so that no HST (and, if applicable, Tax imposed under any provision of any applicable legislation imposing a similar value-added or multi-staged Tax) will be payable in respect of such transactions.

(b) The Purchaser and the Corporation shall timely complete the election forms in respect of such elections.

(c) The Purchaser shall timely file such elections no later than the due date for Purchaser's HST return for the first reporting period in which HST would, in the absence of filing such elections, become payable in connection with the transactions contemplated by this Agreement.

(d) In the event that HST is applicable to any or all of the Purchase Price, then it shall be charged in addition to the Purchase Price and the Purchaser shall be solely responsible to pay for such HST, and the Corporation shall not demand for payment or collect such amounts on Closing from the Purchaser.

3.6 Ocharge Agreement

The Parties acknowledge that Ocharge has the right to repurchase the Inventories at fair market value upon the termination of the Ocharge Agreement. If Ocharge elects to exercise such right, the Parties covenant and agree to facilitate the sale of the Inventories to Ocharge, provided that the Purchaser shall be entitled to receive any and all proceeds of such sale.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Corporation

The Corporation hereby represents and warrant to the Purchaser as follows and acknowledge that (i) the Purchaser is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it; and (ii) no investigations made by or on behalf of the Purchaser will have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made by the Corporation:

(a) the Corporation is a corporation incorporated and existing under the Canada Business Corporations Act. The Corporation has the corporate power and capacity to own, lease, use and operate its property, carry on the Business as now being conducted by it, and enter into and perform its obligations under this Agreement and each of the Closing Documents to which it is or is to become a party. The Corporation is registered, licensed or otherwise qualified to carry on the Business and is in good standing in the Province of Ontario, which is the jurisdiction in which the nature of the Business or the property or assets owned or leased by it makes that qualification necessary except where the failure to be so licensed, qualified or compliant with such filings would not cause a Material Adverse Change or prevent the operation of the Business immediately following Closing by the Purchaser;

(b) this Agreement has been duly and validly executed and delivered by the Corporation, and constitutes legal, valid and binding obligations of the Corporation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

(c) there is no Legal Proceeding in progress, pending, or, to the knowledge of the Corporation, threatened against or affecting the Corporation or affecting the title of the Corporation to any of the Purchased Assets, at law or in equity. To the knowledge of the Corporation, there are no grounds on which any such Legal Proceeding might be commenced and there is no Order outstanding against or affecting the Corporation which, in any such case, might affect adversely the ability of the Corporation to enter into this Agreement or to perform its obligations hereunder;

(d) the Corporation is not insolvent and no proceedings have been taken or authorized by the Corporation, or by any other person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Corporation or with respect to any amalgamation, merger, consolidation, arrangement, receivership or reorganization of, or relating to, the Corporation, nor have any such proceedings been threatened by any other person;

(e) no person (other than the Purchaser under this Agreement) has any written or oral agreement, option, right or privilege capable of becoming an agreement or option for the purchase or other acquisition from the Corporation of any of the Purchased Assets, other than: (i) Inventories sold in the ordinary course of Business; and (ii) the right of Ocharge to repurchase the Inventories upon the termination of the Ocharge Agreement;

(f) the execution and delivery by the Corporation of this Agreement and each of the Closing Documents to which it is, or will, become a party to, and the performance by the Corporation of its obligations under this Agreement and each of the Closing Documents to which it is or will become a party to, will not result in (i) the breach, violation, conflict, acceleration or failure of any terms or conditions of: (A) the constating documents or articles of the Corporation; (B) any Applicable Law; (C) any Contract to which the Corporation is a party to or by which any of the property or assets of the Corporation may be affected (including the Purchased Assets and Assumed Contracts); (D) any Licenses held by the Corporation or relating to its Business, or (ii) the creation of any Encumbrance on any of the Purchased Assets, other than a Permitted Encumbrance;

(g) there is no requirement on the part of the Corporation to obtain any Regulatory Approval or make any filing with or give notice to any governmental authority in connection with the lawful completion of the transactions contemplated by this Agreement or to maintain all rights and benefits of the Corporation under any Contract, License or Order after Closing;

(h) except as disclosed in Schedule 4.1(H), there is no requirement on the part of the Corporation to obtain any consent in connection with the lawful completion of the transactions contemplated by this Agreement or to complete the assignment of the Assumed Contracts upon Closing;

(i) Except as specified elsewhere in this Agreement, the Corporation is the sole beneficial (and where its interests are registered, the sole registered) owner of all the Purchased Assets, whether real, personal or mixed and whether tangible or intangible (excluding Inventories sold or otherwise disposed of since April 1, 2024 in the ordinary course of the Business and that have not formed part of the Purchased Assets), with good title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. The Corporation has the exclusive right to possess, use, occupy and dispose of all the Purchased Assets. At the Closing Time, the Corporation will have the full legal right, power and authority to sell, transfer and assign all of the Purchased Assets to the Purchaser, and the Purchaser will acquire good and valid title to the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances;

(j) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Closing Document based upon arrangements made by or on behalf of Purchaser or the Parent;

(k) the Corporation is conducting its Business and operates and maintains the properties and assets used in the Business in the ordinary course and in compliance in all material respects with all Applicable Laws. The Corporation has carried on the Business in the ordinary course, consistent with past practice;

(l) the Corporation possesses all Licenses and Contracts required under all Applicable Laws to conduct the Business and to own, use and operate the properties and assets used in its Business, except where the failure to be licensed, qualified or hold such Contracts would not cause a Material Adverse Change. Schedule 4.1(L) sets out a complete and accurate list of all those required Licenses. True and complete copies of all Licenses listed in Schedule 4.1(L) have been made available to the Purchaser for inspection. Those Licenses are valid and subsisting and in good standing, there is no default under any of them, and no proceeding is pending or threatened and no grounds exist to revoke or amend any of them, except where such default would not cause a Material Adverse Change;

(m) all Records have been properly kept in accordance with all Applicable Laws, in all material respects;

(n) the Financial Statements, have been prepared in accordance with generally accepted accounting principles and, in all material respects, present fairly and accurately (i) the assets, liabilities and financial condition of the Corporation; and (ii) the revenues, earnings and results of operations of the Corporation; in each case as of the date and throughout the period indicated. True, correct and complete copies of the Financial Statements are attached as Schedule 4.1(N). The Corporation has no liabilities, contingent or otherwise, of any nature whatsoever and no event has occurred or exists which may give rise to any liability of any nature whatsoever, except for liabilities described in Schedule 4.1(N);

(o) except as disclosed in Schedule 4.1(O), since January 1, 2024, there have been no Material Adverse Changes;

(p) except as disclosed in Schedule 4.1(P), since January 1, 2024, the Corporation has not entered into any transactions or incurred any obligations or liabilities outside of the ordinary course of business of the Corporation;

(q) except as disclosed in Schedule 4.1(Q), the Corporation has not given or agreed to give, nor is it a party to or bound by, or subject to any Contract or commitment providing for the guarantee, indemnification, assumption or any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any person ("**Guarantee**"). Except as disclosed in Schedule 4.1(Q), the Corporation or any other person (including Jeremy) has not given or agreed to give, nor is a party to, bound by or subject to, any Guarantee with respect to the obligations, liabilities (contingent or otherwise) or Debts of the Corporation;

(r) except as otherwise set forth in this Agreement, the Corporation owns all of the property and assets used by it in connection with its Business with good title, free and clear of all Encumbrances other than Permitted Encumbrances. The Licensed IP and all of the Purchased Assets (including the Owned IP) constitute all of the property and assets necessary to carry on the Business as currently carried on;

(s) Schedule 4.1(S) sets out a complete and accurate list of the Material Contracts and summaries of all material terms and conditions of verbal Material Contracts. Other than as described in Schedule 4.1(S) , each Material Contract is in full force and effect and in good standing with no amendment and a complete and accurate copy of each Material Contract (including all amendments thereto, if any) has been provided to the Purchaser for review. Other than as described in Schedule 4.1(S), all payments required to be made by the Corporation under each Material Contract have been paid, there are no outstanding defaults or violations under any Material Contract on the part of the Corporation or on the part of any other party thereto. Each of the Contracts with suppliers can be terminated at the option of the Corporation, without any liability to the Corporation (or the Purchaser following the Closing Date), upon 60 days' notice. Schedule 4.1(S) sets out a complete and accurate list of the standard contracts, terms of service, terms of sale, terms of purchase, terms of business or other terms and conditions entered into between the Corporation and their customers (collectively, "**Customer Contracts**"). A complete and accurate copy of such Customer Contracts (including all amendments thereto, if any) has been provided to the Purchaser for review. Other than as described in Schedule 4.1(S), all sales of products by the Corporation in the ordinary course of business have been made in accordance with such Customer Contracts and there is no default or breach by the Corporation of said Customer Contracts and, to the knowledge of the Corporation, no customer is in material breach of its Customer Contract;

(t) Schedule 4.1(T) contains a list of the major customers as of April 1, 2024. There are no outstanding warranties, repair contracts or other maintenance obligations with, or to, customers or other users or buyers of the products or services of the Corporation. The Corporation is not required to provide any bonding or other financial security arrangements in connection with any transactions with any of its customers or suppliers, whether or not in the ordinary course of business;

(u) the Corporation has not been informed by any customer, supplier, licensee, licensor, lessor, independent contractor, employee, or any other party with whom it has any business or contractual relationship (a "**Business Relation**") that it intends to terminate or adversely modify its relationship with the Corporation, nor does the Corporation have knowledge that any such Business Relation will terminate or adversely modify its relationship with the Corporation as a result of the consummation of the transactions contemplated hereby;

(v) all Inventories as at Closing Time, unless otherwise instructed or requested by the Purchaser, will be owned by the Corporation, free and clear of all Encumbrances other than Permitted Encumbrances. All Inventories as at Closing Time, unless otherwise instructed or requested by the Purchaser, will be in fair and saleable condition and none of them are or (unless otherwise caused by the Purchaser) will be, as applicable, Obsolete Inventories. The Inventories as at Closing Time will be, unless otherwise instructed or requested by the Purchaser, property of the kind and quality regularly used or produced in the Business and of market value quality and saleable in the ordinary course of business for the purpose for which they were intended, subject to the assignment of the Ocharge Agreement;

(w) except as disclosed in Schedule 4.1(W), there are no outstanding warranties, repair contracts or other maintenance obligations with or to sellers or buyers of the products or services of the Corporation and the Corporation is not required to provide any bonding or other financial security arrangements in connection with any transactions with any of its customers or suppliers, whether or not in the ordinary course of business. Schedule 4.1(W) sets out a complete and accurate copy of the warranties currently in effect and/or given by the Corporation in respect of its products and services. Schedule 4.1(W) also lists all warranty claims, including pending or threatened warranty claims, made against the Corporation as of the Closing Time. Other than the Storage Contract, there is no Contract or lease relating to the lease of any immovable or real property and all previous Contracts or leases have been terminated and the Corporation does not own or have any interest in any real or immovable property. All payments required to be made by the Corporation under all previous Contracts and leases, as of the Closing Time, have been paid in full;

(x) the Corporation does not own or have any interest in, nor is the Corporation a party to, bound by or subject to any option or other Contract respecting any immovable or real property, other than the Storage Contract;

(y) Schedule 4.1(Y) contains a complete and accurate list and description of (A) all of the Owned IP which is registered (which includes applied for) ("**Registered Owned IP**"), (B) all of the material Owned IP which is not registered, and (C) all the Corporation's Intellectual Property used by the Corporation under a license agreement or arrangement from another Person (other than commercial "off-the-shelf" software) ("**Licensed IP**"), and specifies for each item whether it is Owned IP or Licensed IP. Without limiting the generality of the foregoing, the only trade name currently used for conducting the Business is "Chargerent";

(z) all of the registered Owned IP is active and in good standing and to the knowledge of the Corporation valid and subsisting. All of the Owned IP is owned by the Corporation with good title thereto free of all Encumbrances and the Corporation has the unencumbered right to use, where use includes the ability to modify, enhance, make derivative works, adapt, translate, market, license with right to grant sub-licenses, sell, rent and any other activity associated with the term "use", all without restriction of any kind from any third person ("**Use**") the Owned IP;

(aa) the Corporation has secured written waivers of moral rights from all consultants and employees who contributed to the creation or development of any of the Owned IP and an assignment of the assignable Intellectual Property Rights in the Intellectual Property created or developed by such consultants and employees for and on behalf of the Corporation that the Corporation does not already own by operation of law;

(bb) the Corporation has taken reasonable steps to protect and preserve the confidentiality of all of the Owned IP which is confidential and proprietary ("**Confidential Property**"). To the knowledge of the Corporation, all use, disclosure or appropriation of Confidential Property which is material for the Business owned by the Corporation to a third person has been under the terms of a written agreement between the Corporation and that third person. To the knowledge of the Corporation, all use, disclosure or appropriation by the Corporation of Confidential Property not owned by the Corporation has been under the terms of a written agreement between the Corporation and the owner of that Confidential Property, or is otherwise lawful;

(cc) Other than in the ordinary course of Business, the Corporation has not entered into any license agreement or arrangement under which any Person has been granted rights by the Corporation to use Owned IP;

(dd) Each license agreement or arrangement with respect to Licensed IP is in full force and effect and in good standing and there is no material default thereunder on the part of the Corporation and, to the knowledge of the Corporation, on the part of the licensor;

(ee) the Corporation has the right to use (without any condition, payment or fee except as disclosed in Schedule 4.1(Y) all Licensed IP, including computer software, as is necessary for the conduct of the Business as currently being conducted;

(ff) no Person has commenced, or provided notice of intention to commence, any Legal Proceeding claiming infringement, adverse ownership, invalidity, lack of distinctiveness or conflict with respect to any of the Owned IP or challenging any Intellectual Property Rights of the Corporation in and to the Owned IP or the right of the Corporation to Use the Owned IP in the conduct of the Business and, to the knowledge of the Corporation, there is no valid basis for any such Legal Proceeding. To the knowledge of the Corporation, no Person has commenced, or provided notice of intention to commence, any Legal Proceeding claiming infringement, adverse ownership, invalidity, lack of distinctiveness or conflict with respect to any of the Licensed IP or the right of the Corporation to use the Licensed IP in the conduct of the Business;

(gg) to the knowledge of the Corporation, the conduct of the Business by the Corporation and its Use of the Owned IP and the Licensed IP do not conflict with, infringe upon or violate and are not alleged by any Person to conflict with, infringe upon or violate the Intellectual Property of any other Person. To the knowledge of the Corporation, the Corporation has not misappropriated, infringed, used or disclosed without authorization any Intellectual Property of any third person;

(hh) the Corporation has not commenced any Legal Proceeding challenging the Intellectual Property of any other Person and, to the knowledge of the Corporation, there is no unauthorized Use, disclosure, infringement or misappropriation by any third person of any of the Corporation's Intellectual Property;

(ii) there are no actions that must be taken by the Corporation within six (6) months of the Closing Date that, if not taken, will result in the definitive loss of any Intellectual Property in and to the Corporation's Intellectual Property, including the payment of any registration, maintenance or renewal fees or the filing of any responses to any patent and trademark office, actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any Intellectual Property in and to the Corporation's Intellectual Property, but excluding the payment of license fees in the ordinary course of business;

(jj) the Corporation has taken reasonable steps to maintain the secrecy of all trade secrets and other confidential information of the Corporation, including by entering into non-disclosure agreements with third parties to whom disclosure of confidential information and trade secrets is made, prior to that disclosure. All such non-disclosure agreements are in full force and effect and in good standing and the Corporation is not aware of any breach of any such non-disclosure agreement;

(kk) Schedule 4.1(Y) sets forth a true and complete list of all of the software and technology platform(s) owned by the Corporation ("**Owned Software**");

(ll) the Corporation is not a party to or bound by or subject to any collective agreement, has not made any commitment to, or conducted any negotiation or discussion with, any labour union or employee association with respect to any future agreement or arrangement, and the Corporation is not required to recognize any labour union or employee association representing its employees or any agent having bargaining rights for its employees and, to the knowledge of the Corporation, there is no attempt to organize, certify or establish any labour union or employee association with respect to employees nor has there been any attempt to do so during the period of five (5) years preceding the Closing Date;

(mm) the Corporation has no employee who cannot be dismissed on reasonable notice;

(nn) the Corporation is not under Contract with any independent contractor who cannot be dismissed on reasonable notice;

(oo) the Corporation has complied with all Orders and, in all material respects, Applicable Laws applicable to it relating to employment of its employees, including those relating to wages, hours of work, overtime and other employment standards, human rights, collective bargaining, occupational health and safety, workers' hazardous materials, pay equity and workers' compensation. There are no appeals of any Orders applicable to the Corporation relating to employment of its employees which are outstanding. There are no outstanding claims, complaints or proceedings by any employee or former employees of the Corporation under any employment standards, human rights, pay equity, occupational health and safety, workplace safety and insurance or any other employment-related statute, and the Corporation has not been advised nor has any knowledge that any such claims, complaints or proceedings may be filed. Without limiting the generality of the foregoing, the treatment by the Corporation of their respective independent contractors as independent contractors and not as employees is compliance with all Applicable Laws;

(pp) the Corporation maintains insurance policies in such amounts and against such losses and claims as are generally maintained for businesses and properties which are managed by reasonable and prudent persons. Such insurance policies are described in Schedule 4.1(PP). There is no pending claim under any of the Corporation' insurance policies. To the knowledge of the Corporation, there are no circumstances which might entitle the Corporation to make a claim under the insurance policy or which might be required under the insurance policies to be notified to the insurers;

(qq) all Tangible Personal Property is in good operating condition and in a state of good repair and maintenance, reasonable wear and tear excepted. All assets owned or used by the Corporation are fit for their particular purpose. All such Tangible Personal Property is listed in Schedule 1.1B;

(rr) except as set forth in Schedule 4.1(RR), there are no actions, suits, litigation, hearings, claims, complaints, investigations, grievances, arbitration proceedings or other proceedings (including any appeal or appellate review and any application for same) (collectively, "**Legal Proceedings**") in progress, pending, affecting or, to the knowledge of the Corporation, threatened against the Corporation in respect of the Business;

(ss) the Corporation has not been convicted of an offence, fined or otherwise sentenced for non-compliance with any Applicable Laws. To the knowledge of the Corporation, the Corporation has not been investigated or subjected to any Legal Proceeding for non-compliance with any Applicable Law, nor has been subject to any Order or other sanction requiring investigation or remediation of any real or immovable property. The Corporation has not received any notice and, to the knowledge of the Corporation, there are no facts that could give rise to any notice, that the Corporation is potentially responsible for any remedial or other corrective action or any work, repairs, construction or capital expenditures to be made under any Applicable Law. The Corporation has not caused or permitted the release of any Hazardous Substance in violation of Applicable Laws; the Corporation (A) has duly filed in the prescribed manner and within the prescribed time all Tax Returns required to be filed by it and such Tax Returns are correct and complete, (B) has made complete and accurate disclosure in those Tax Returns and in all materials accompanying those Tax Returns, and (C) has paid all Taxes due and payable, including all Taxes shown on those Tax Returns as being due and payable and all Taxes payable under any assessment or reassessment. For the purposes hereof, "**Taxes**" or "**Tax**" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any governmental authority under any Applicable Law, including, Canadian federal, provincial, territorial, municipal and local, foreign or other income, capital, goods and services, sales, use, consumption, excise, value added, business, real or immovable property, personal or movable property, transfer, franchise, withholding, payroll, or employer health taxes, customs, import, anti-dumping or countervailing duties, Canada Pension Plan contributions, provincial pension plan contributions, employment insurance premiums, and provincial workers' compensation payments, including any interest, penalties and fines associated therewith;

(tt) the Financial Statements fully reflect accrued liabilities for all Taxes which are not yet due and payable and for which Tax Returns are not yet required to be filed. The Corporation has not received any notice to the effect that any Tax Return of the Corporation by a governmental authority is currently under examination and to the knowledge of the Corporation, no such examination is currently in progress or threatened against the Corporation;

(uu) there are no agreements, waivers or other arrangements providing for an extension of time with respect to any assessment or reassessment of Tax, the filing of any Tax Return or the payment of any Tax by the Corporation. The Corporation has received notices of assessment for all taxation years up to and including the 2022 taxation year;

(vv) the Corporation has withheld from each payment made by it the amount of all Taxes and other deductions required under any Applicable Law to be withheld therefrom and has remitted all those amounts withheld and paid all instalments of Taxes due and payable to the relevant governmental authority within the time prescribed under any Applicable Law;

(ww) the Corporation has materially complied with all registration, reporting, collection and remittance requirements in respect of all federal and provincial law in respect of sales tax, including the *Excise Tax Act* (Canada), the *Act respecting the Québec sales tax* (Quebec) and each applicable corresponding provincial or state legislation;

(xx) the Corporation has provided to the Purchaser all invoices, purchase orders, and all those other documents as are necessary to report any claim for input tax credits or refunds claimed or to be claimed under the *Act respecting the Québec sales tax* (Quebec) and each applicable corresponding federal, provincial or state legislation;

(yy) the Corporation is not required to collect or pay retail sales Tax in connection with the Business pursuant to any Applicable Law other than the *Act respecting the Québec sales tax* (Quebec) and the *Retail Sales Tax Act* (Ontario and their equivalent in New-Brunswick and Nova-Scotia);

(zz) the Corporation has provided to the Purchaser copies of all Tax Returns for all financial periods for which the relevant limitation period in any Applicable Law has not expired;

(aaa) the Corporation has not acquired property from a person with whom it was not dealing at arm's length, within the meaning of the *Income Tax Act* (Canada), or any other Interested Person, for consideration, the value of which is less than the fair market value of the property acquired in circumstances which could subject it to a liability under section 160 of the *Income Tax Act* (Canada);

(bbb) there are no Legal Proceedings, liens, audits, assessments, reassessments or requests for information or other actions outstanding or, to the knowledge of the Corporation, threatened with respect to Taxes of the Corporation or that could result in an Encumbrance on the assets of the Corporation;

(ccc) the Corporation is not a "non-resident" of Canada for the purpose of Section 116 of the *Income Tax Act* (Canada);

(ddd) the representations and warranties of the Corporation contained in this Agreement, in any Closing Document and in any other document delivered under this Agreement or any Closing Document are true and correct and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in those representations and warranties not misleading to a prospective purchaser of the all of the undertaking, property and assets of the Business.

4.2 Representations and Warranties regarding Intellectual Property

Subject to the last paragraph of this Section 4.2, the Corporation hereby represents to the Purchaser that, to the knowledge of the Corporation:

(a) based exclusively on the information obtained from its IT consultants, except for such third party software as may be readily obtained by License from third party vendors of that software on reasonable commercial terms and except as set forth in Schedule 4.1(Y), the Corporation does not use or have used or require any third party software, including open source or free software, for the conduct of the Business;

(b) the software used to operate and conduct the Business, including the Owned Software: (i) is in satisfactory working order, operates in all material respects in accordance with its specifications or documentation and all customer requirements, and is scalable to meet current and reasonably anticipated capacity; and (ii) has appropriate security, backups, disaster recovery arrangements, and hardware and software support and maintenance to minimize the risk of material error, breakdown, failure, data loss or security breach occurring and to ensure if such event does occur that it does not cause a material disruption to the Business, including the provision of the products and services to customers;

(c) the Corporation use commercially reasonable efforts to protect the confidentiality, integrity and security of the computer hardware, computer systems, computer software, telecommunications equipment, facilities and other information technology systems owned or leased by the Corporation (collectively, the "**IT Systems**") and all information stored or contained therein or transmitted thereby from any unauthorized use, access, interruption or modification by third parties. The IT Systems (i) are suitable for the purposes for which they are being used for conducting the Business as it is currently conducted; (ii) are complete in all material respects and no other computer hardware, computer system, computer software, telecommunications equipment, facility and other information technology system is needed in order to carry on the Business as it is currently conducted; (iii) are free from known material defects or deficiencies; and (iv) do not require a material upgrade or replacement within the six (6) month period after the Closing Date and none are planned;

(d) the Owned Software and the IT Systems are configured and maintained using industry standard practices to prevent the effect of Malicious Codes, and to the knowledge of the Corporation do not contain Malicious Codes. The Corporation use reasonable technical means to ensure that no Malicious Code was introduced, embedded or integrated into any of the Owned Software and the IT Systems. To the knowledge of the Corporation, there (i) have been no unauthorized intrusions or breaches of security with respect to the IT Systems or the Owned Software; (ii) has not been any material malfunction of the IT Systems or the Owned Software that has not been remedied or replaced in all material respects; and (iii) has been no material unplanned downtime or service interruption with respect to the IT Systems or the Owned Software. The Corporation, the IT Systems or the Owned Software have not suffered any material error, breakdown, failure, or security breach in the last 24 months that has caused material disruption or damage to the Business or was reportable to any governmental authority or Person. To the knowledge of the Corporation, there has been no unauthorized use, access, modification or disclosure of Corporation's information;

The Purchaser and the Parent acknowledge and agree that, notwithstanding any other provisions of this Agreement, except in the case of fraud by the Corporation, (i) the representations made by the Corporation pursuant to this Section 4.2 (collectively, the "**IT Representations**") are provided for information purposes only; (ii) neither the Purchaser nor the Parent are relying on the IT Representations in entering into this Agreement and completing the transactions contemplated by it; (iii) with respect to any aspect covered by the IT Representations, the transaction contemplated by this Agreement shall be deemed made on an "as-is, where-is" basis; and (iv) each of the Purchaser and the Parent irrevocably waive any claim (for indemnification or otherwise) they may have based on the IT Representations.

4.3 Representations and Warranties of the Purchaser and the Parent

The Purchaser and the Parent represent and warrant to the Corporation as follows, and acknowledge that the Corporation is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

(a) the Purchaser is a corporation incorporated and existing under the laws of Canada. The Parent is a corporation incorporated and existing under the laws of the State of Wyoming in the United States of America;

(b) each of the Purchaser and the Parent has the corporate power to enter into and perform its obligations under this Agreement;

(c) the execution and delivery of, and performance by each of the Purchaser and the Parent of this Agreement and the purchase of the Purchased Assets have been duly authorized by all necessary corporate action on behalf of the Purchaser and the Parent;

(d) the execution and delivery by each of the Purchaser and the Parent of this Agreement and the performance by each of the Purchaser and the Parent of its obligations under this Agreement will not result in the breach or violation of any terms or conditions of: (i) the constating documents or by-laws of the Purchaser or the Parent; or (ii) any Applicable Law or Order; or (iii) require the consent, notice or other action by any person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which Purchaser or Parent is a party, except where the violation, breach, conflict, default, acceleration or failure to give notice would not cause a Material Adverse Change to the Purchaser's ability to consummate the transactions contemplated hereby. No consent, approval, License, Order, declaration or filing with, or notice to, any governmental authority is required by or with respect to Purchaser or the Parent in connection with the execution and delivery of this Agreement and the other Closing Documents and the consummation of the transactions contemplated hereby and thereby;

(e) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Closing Document based upon arrangements made by or on behalf of Purchaser or the Parent;

(f) there are no actions, suits, claims, investigations or other Legal Proceedings pending or, to Parent or Purchaser's knowledge, threatened against or by Parent or Purchaser or any affiliate of Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement;

(g) no bankruptcy, insolvency or receivership proceedings have been instituted or are pending against the Purchaser or the Parent and, to their knowledge, no such proceedings have been threatened, and the Purchaser is able to satisfy its liabilities as they become due;

(h) Purchaser has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement; and

(i) Purchaser and Parent have conducted their own independent investigation, review and analysis of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and Records, and other documents and data of Corporation for such purpose. Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser has relied solely upon its own investigation and the express representations and warranties of the Corporation set forth in this Agreement (including related portions of the Supplemental Disclosure Schedules); and (b) neither the Corporation, nor any other Person has made any representation or warranty as to Corporation, the Business, the Purchased Assets or this Agreement, except as expressly set forth in in this Agreement (including the related portions of the Supplemental Disclosure Schedules).

ARTICLE 5
CLOSING DELIVERABLES

5.1 Closing Deliverables of the Corporation

(a) At the Closing Time, the Corporation will deliver to the Purchaser the following, in form and substance satisfactory to the Purchaser acting reasonably:

(i) certified copies of resolutions of the board of directors and/or shareholders of the Corporation authorizing the entering into and completion of the transactions contemplated by this Agreement;

(ii) a certificate of status, compliance, good standing or like certificate with respect to the Corporation, issued by the appropriate governmental authority in its respective jurisdiction of incorporation and of each jurisdiction in which its carries on business;

(iii) the Supplemental Disclosure Schedules;

(iv) a certificate executed and delivered by an officer of the Corporation confirming the following:

(A) all representations and warranties of the Corporation contained in this Agreement or in any Closing Document, subject to the content of Supplemental Disclosure Schedules, will have been true and correct in all material respects at the Closing Time, it being understood that all representations and warranties of the Corporation that contain an express materiality or similar qualification will have been true and correct in all respects on the Closing Time. The receipt of this certificate and the Closing will not, (i) constitute a waiver (in whole or in part) by the Purchaser of, any of the representations and warranties of the Corporation contained in this Agreement or in any Closing Document, or (ii) relieve the Corporation of its other obligations;

(B) the Corporation will have performed or complied with, in all material respects, all obligations and covenants contained in this Agreement or in any Closing Document to be performed or complied with by it at or prior to the Closing Time. The receipt of this certificate and the Closing will not constitute a waiver (in whole or in part) by the Purchaser of any of the covenants or obligations of the Corporation contained in this Agreement or in any Closing Document;

(v) satisfactory evidence of the release and discharge of all Encumbrances charging the property and assets of the Corporation;

(vi) Form 44 – Election Concerning the Acquisition of a Business or Part of a Business, duly executed by the Corporation;

(vii) Pursuant to Section 7.3, a non-competition, non-solicitation and confidentiality agreement in the Purchaser's standard form; and

(viii) all other documentation and evidence reasonably requested by the Purchaser in order to establish the due authorization and completion of and effectively implement the transactions contemplated by this Agreement.

5.2 Closing Deliverables of the Purchaser and the Parent

(a) At the Closing Time, the Purchaser and the Parent will have delivered to the Corporation the following in form and substance satisfactory to the Corporation acting reasonably:

(i) certified copies of a resolution of the board of directors of the Purchaser and the Parent authorizing the entering into and completion of the transactions contemplated by this Agreement;

(ii) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser and the Parent, issued by the appropriate governmental authority in its jurisdiction of incorporation;

(iii) a certificate confirming the following with regard to the representations, warranties obligations and covenants of the Purchaser and the Parent:

(A) all representations and warranties of the Purchaser and the Parent contained in this Agreement or in any Closing Document will have been true and correct on the Closing Date, and the Purchaser will have executed and delivered a certificate to that effect. The receipt of this certificate and the Closing will not constitute a waiver (in whole or in part) by the Corporation of any of the representations and warranties of the Purchaser or the Parent contained in this Agreement or in any Closing Document. Upon the delivery of this certificate, the representations and warranties of the Purchaser and the Parent in Section 4.3 will be deemed to have been made at and as of the Closing Time with the same force and effect as if made at and as of that time;

(B) the Purchaser and the Parent will have performed or complied with, in all material respects, all obligations and covenants contained in this Agreement or in any Closing Document to be performed or complied with by it at or prior to the Closing Time, and the Purchaser will have executed and delivered a certificate to that effect. The receipt of this certificate and the Closing will not constitute a waiver (in whole or in part) by the Corporation of any of the covenants or obligations of the Purchaser or the Parent contained in this Agreement or in any Closing Document;

(iv) Form 44 – Election Concerning the Acquisition of a Business or Part of a Business, duly executed by the Purchaser; and

(v) all other documentation and evidence reasonably requested by the Corporation or in order to establish the due authorization and completion of and effectively implement the transactions contemplated by this Agreement.

ARTICLE 6
SURVIVAL AND INDEMNIFICATION

6.1 Survival of Representations, Warranties and Covenants

(a) The representations and warranties of each party contained in this Agreement and in the certificates to be delivered under 5.1(a)(iv)(A) or 5.2(a)(iii)(A) and in any other Closing Document will not merge on and will survive the Closing and, subject to the provisions of Section 6.2, will continue in full force and effect, notwithstanding the Closing or any investigation or knowledge acquired by or on behalf of the other party until the date that is twenty-four (24) months from the Closing Date but except for such Tax representations and warranties.

(b) The covenants of each party contained in this Agreement and in any Closing Document will survive the Closing and, notwithstanding the Closing, will continue in full force and effect for the benefit of the other parties in accordance with the terms of this Agreement or that Closing Document, as the case may be.

6.2 Time Limits for Claims

(a) The parties shall have no obligation to make any payment for Damages in respect of a claim (for indemnification or otherwise) under Section 6.3(a)(i) unless written notice of that claim is delivered to the Indemnifier under Section 6.6 on or before the following dates:

(i) in the case of a claim in respect of representations or warranties relating to the matters described in Sections 4.1(a) to 4.1(j) (inclusively – *Fundamental Representations and Warranties*), twenty-four (24) months from the Closing Date;

(ii) in the case of a claim in respect of representations or warranties relating to the matters described in Sections 4.1(ss) to 4.1(ccc) (inclusively - *Taxes*), for a period expiring sixty (60) days following the date upon which no assessment, reassessment or other document assessing liability for tax, interest or penalties may be issued to the Corporation or Purchaser in respect of any taxation year ended prior to or as of the Closing Time pursuant to any applicable Tax legislation;

(iii) in the case of a claim in respect of representations or warranties relating to the matters described in Sections 4.3(a) to 4.3(e) (inclusively - *Purchaser*), twenty-four (24) months from the Closing Date;

(iv) in the case of a claim in respect of any representations and warranties based upon intentional fraud or wilful misrepresentation, there shall be no time limit within which such a claim may be made; and

(v) in the case of a claim in respect of all other representations and warranties made pursuant to this Agreement or any Closing Document, twenty-four (24) months from the Closing Date.

(b) The Corporation will have no further liability with respect to any representation or warranty made by them in this Agreement or in any other Closing Document after the expiry of the applicable time period specified in this Section 6.2 except for claims relating to representations or warranties for which written notice has been given under Section 6.6 at or prior to the end of the applicable time period. This Section 6.2 will not be construed to impose any time limit on the assertion of a right to indemnification under Section 6.3(a)(i) to 6.3(a)(iv) (inclusively), whether or not the basis on which the right is asserted could also entitle any of the Corporation's Indemnified Persons to exercise its right under Section 6.3(a)(i).

6.3 Indemnification by the Corporation

(a) Subject to Sections 4.2 *in fine*, 6.2 and 6.5, the Corporation indemnifies and save each of the Purchaser's Indemnified Persons fully harmless against, and will reimburse them for, any Damages suffered by or asserted against it or any of them, directly or indirectly, arising from, in connection with or related to:

(i) any incorrectness in or breach of any representation or warranty of the Corporation contained in this Agreement or in any other Closing Document;

(ii) any breach or non-fulfilment of any covenant or obligation on the part of the Corporation contained in this Agreement or in any other Closing Document;

(iii) any failure by any Corporation to transfer to the Purchaser good and valid title to the Purchased Assets, free and clear of all Encumbrances;

(iv) the Retained Liabilities.

(b) For greater clarity, it is agreed that in the event of an indemnity claim pursuant to Section 6.3(a)(i) which relates to an incorrectness in or a breach of a representation or warranty of the Corporation because of a failure of the Corporation to disclose information which should have been disclosed in the Supplemental Disclosure Schedules, any indemnification claim will be limited to the Damages directly resulting from such failure to disclose in the Supplemental Disclosure Schedules while considering what position the Purchaser's Indemnified Persons would have been in, had disclosure been correctly made in the Supplemental Disclosure Schedules.

6.4 Indemnification by the Purchaser and the Parent

The Purchaser and the Parent shall indemnify and save each of the Corporation's Indemnified Persons fully harmless against, and will reimburse them for, any Damages suffered by or asserted against it or any of them, directly or indirectly, arising from, in connection with or related to:

(a) any incorrectness in or breach of any representation or warranty of the Purchaser or Parent contained in this Agreement or in any other Closing Document;

(b) any breach or non-fulfilment of any covenant or obligation on the part of the Purchaser or Parent contained in this Agreement or in any other Closing Document; and

(c) any Assumed Liabilities.

6.5 Limitations on Indemnification

(a) Subject to Section 6.3, the aggregate liability of the Corporation for Damages suffered by any and all Purchaser's Indemnified Persons under Section 6.3(a)(i) shall be subject to the following limitations:

(i) in the case of a claim in respect of representations or warranties relating to the matters described in Sections 4.1(a) to 4.1(h) (inclusively – *Fundamental Representations and Warranties*), Section 4.1(s) (*Title to and Sufficiency of Assets*) or Sections 4.1(ss) to 4.1(ccc) (inclusively - *Taxes*), shall be limited to an amount equal to 100% of the Purchase Price;

(ii) in the case of a claim in respect of representations or warranties relating to the matters described in described in Sections 4.3(a) to 4.3(e) (inclusively - *Purchaser*), shall be limited to an amount equal to 100% of the Purchase Price; and

(iii) in the case of a claim in respect of all other representations and warranties made pursuant to this Agreement or any Closing Document, the maximum aggregate liability of the Corporation shall be limited to an amount equal to 100% of the Purchase Price.

(b) Payments by an Indemnifier under Section 6.3 and Section 6.4 in respect of any Damages shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Persons in respect of any such claim. The Indemnified Persons shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses before seeking indemnification under this Agreement.

(c) Payments by an Indemnifier under Section 6.3 and Section 6.4 in respect of any Damages shall be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(d) Except in the case of intentional fraud or wilful misrepresentation, in no other event shall any Indemnifier be liable to any Indemnified Person for any punitive, exemplary, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(e) Each Indemnified Person shall take, and cause its affiliates to take, all reasonable steps to mitigate any Damages upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Damages.

(f) Corporation shall not be liable under this Article 6 for any Damages based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of the Corporation set out in this Agreement if Purchaser had knowledge of such inaccuracy or breach before the Closing.

6.6 Notice of Claim for Damages

(a) If any Damages are suffered by or asserted against any Indemnified Persons or if a Third-Party Claim is instituted or asserted against an Indemnified Person, the Indemnified Person shall notify the Indemnifier in writing of that claim for Damages or Third-Party Claim. The notice will describe the claim in reasonable detail and indicate, if reasonably practicable, the nature and amount of the potential Damages arising therefrom. Notice to the Indemnifier in accordance with this Section 6.6(a) will constitute assertion of a claim for indemnification against the Indemnifier under this Article 6.

(b) Upon receipt of a notice of claim under Section 6.6(a), the Indemnifier will then have a period of thirty (30) days within which to respond in writing to that claim. During that period, the Indemnified Person shall make available to the Indemnifier the information relied upon by the Indemnified Person to substantiate its right to be indemnified, together with all other information as may be reasonably requested by the Indemnifier. If the Indemnifier does not respond within that 30-day period, the Indemnifier will be deemed to have rejected that claim and the Indemnified Person may pursue any remedies available to it.

(c) Failure by the Indemnified Person to give notice of a claim for Damages or Third-Party Claim will not, in itself, relieve the Indemnifier from the obligation to indemnify the Indemnified Person.

(d) If there is any dispute regarding a claim for Damages, the parties agree that any such dispute will be submitted to the courts described in Section 8.10.

6.7 Defence of Third-Party Claims

With respect to a Third-Party Claim, the Indemnifier may participate in or, by giving notice to that effect to the Indemnified Person not later than sixty (60) days after receipt of notice with respect to that Third-Party Claim and, subject to the rights of any insurer or other third party having potential liability therefor, elect to assume the control of the defence of the Third-Party Claim at the Indemnifier's own expense and by the Indemnifier's own counsel. The Indemnified Person may participate in the defence of any Third-Party Claim assisted by counsel of its choice at its own expense. If the Indemnifier does not give notice within sixty (60) days after receipt of notice of the Third-Party Claim that it has elected to assume the control of the defence of the Third-Party Claim, the Indemnified Person may, at its option and assisted by counsel of its choice, assume the defence of or settle or compromise the Third-Party Claim without prejudice to its right of indemnification under this Agreement.

6.8 Assistance for Third-Party Claims

The Indemnifier and the Indemnified Person shall make all reasonable efforts to make available to the party which is undertaking and controlling the defence of any Third-Party Claim (the "**Defending Party**"),

(a) those employees whose assistance, testimony or presence is necessary to assist the Defending Party in evaluating and in defending any Third-Party Claim; and

(b) all documents, records and other materials in the possession of that Party reasonably required by the Defending Party for its use in defending any Third-Party Claim,

and shall otherwise co-operate in good faith with the Defending Party. The Indemnifier shall be responsible for all reasonable expenses associated with making those documents, records and materials available and for all reasonable expenses of any employees made available by the Indemnified Person to the Indemnifier hereunder.

6.9 Settlement of Third-Party Claims

(a) If an Indemnifier elects to assume the defence of any Third-Party Claim as provided in Section 6.7, the Indemnifier shall diligently proceed with the defence and shall not, without the prior written consent of the Indemnified Person, not to be unreasonably withheld, conditioned or delayed, enter into any compromise or settlement of the Third-Party Claim or consent to the entry of any judgment, which would lead to liability or create any other obligation, financial or otherwise, on the Indemnified Person.

(b) If an Indemnifier elects to assume the defence of any Third-Party Claim as provided in Section 6.7, the Indemnifier will not be liable for any legal expenses subsequently incurred by the Indemnified Person in connection with the defence of that Third-Party Claim. However, if the Indemnifier fails to take reasonable steps necessary to defend diligently that Third-Party Claim within thirty (30) days after receiving notice from the Indemnified Person that the Indemnified Person believes on reasonable grounds that the Indemnifier has failed to take reasonable steps, the Indemnified Person may, at its option and assisted by counsel of its choice, defend, settle or compromise the Third-Party Claim without prejudice to its right of indemnification hereunder, it being understood that the Indemnified Person shall not, without the prior written consent of the Indemnifier, not to be unreasonably withheld, conditioned or delayed, enter into any compromise or settlement of the Third-Party Claim or consent to the entry of any judgment. The party controlling the defence of the Third-Party Claim shall keep the other party advised of the defence of the Third-Party Claim and consider in good faith recommendations made by the other party with respect thereto.

6.10 Tax Effect

All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by law.

6.11 Agency for Indemnified Persons

The Purchaser accepts each indemnity payable by the Corporation under this Article 6 in favour of each of the Purchaser's Indemnified Persons as agent and trustee of that Purchaser's Indemnified Person and may enforce an indemnity in favour of any of the Purchaser's Indemnified Person on behalf of that Purchaser's Indemnified Person. The Corporation accepts each indemnity payable by the Purchaser under this Article 6 in favour of each of the Corporation's Indemnified Persons as agent and trustee of that Corporation's Indemnified Persons and may enforce an indemnity in favour of any of the Corporation's Indemnified Persons on behalf of that Corporation's Indemnified Persons.

6.12 Exclusive Remedies.

The parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from intentional fraud or wilful misrepresentation on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article 6. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except under the indemnification provisions set forth in this Article 6. Nothing in this Section 6.12 shall limit any Person's right to seek any remedy on account of any intentional fraud or wilful misrepresentation by any party hereto.

ARTICLE 7
GUARANTEES, NON-COMPETITION AND NON-SOLICITATION

7.1 Scope of Guaranteed Purchaser Obligations

The Parent hereby unconditionally and irrevocably guarantees to the Corporation, jointly and severally with the Purchaser, the timely and complete performance and payment of all obligations of the Purchaser under this Agreement and under all Closing Documents to which the Purchaser is a party (the "**Guaranteed Purchaser Obligations**"). The guarantee under this Section 7.1 may be enforced by the Corporation without the necessity at any time of resorting to or exhausting any other remedy or without the necessity at any time of having recourse to this Agreement. The Parent and the Purchaser hereby waive the benefits of discussion and of division. The Parent agrees that nothing contained herein shall prevent the Corporation from exercising any and all rights or remedies under this Agreement if any of the Purchaser or the Parent fail to timely perform the Guaranteed Purchaser Obligations, and the exercise of any of the aforesaid rights and the completion of any actions or proceedings related thereto shall not constitute a discharge of any of the obligations of the Parent hereunder, it being the express purpose and intent of the Parent that the Parent's obligations hereunder shall be absolute, independent and unconditional under any and all circumstances.

7.2 Survival of Guaranteed Purchaser Obligations

The obligation of the Parent to perform the Guaranteed Purchaser Obligations will not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Corporation against the Purchaser, due to any incapacity, disability or lack or limitation of status of the power of the Purchaser or as a result of bankruptcy, insolvency or similar proceeding involving the Purchaser, or for any other circumstance or reason whatsoever (other than the fulfillment of the Guaranteed Purchaser Obligations).

7.3 Non-Competition and Non-Solicitation

On Closing, the Corporation and Jeremy will enter into a non-competition, non-solicitation and confidential information agreement (the "**Restrictive Agreement**") with the Purchaser, in form and content acceptable to the Purchaser, and where such form shall include, without limitation: (i) a term that shall expire on the date that is five (5) years following the Closing; (ii) such restrictive covenants shall apply to any direct or indirect actions on the part of the Corporation or Jeremy; (iii) for all such agreements, providing such restrictions for a geographical territory consisting of the provinces and states where the Purchaser operates or intends to operate in Canada and the United States, unless otherwise agreed to by the Purchaser and subject to such permitted activities as may be agreed to by the Purchaser in its sole discretion. The Purchaser acknowledges that the Corporation intends to operate the Storage Locker Business following the Closing, and that the Restrictive Agreement shall not preclude the Corporation or Jeremy from operating the Storage Locker Business or offering Storage Locker Kiosks to existing customers of the Business.

ARTICLE 8
MISCELLANEOUS

8.1 Further Assurances

Each party shall from time to time, before or after the Closing Date, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all further acts, documents and instruments as may be reasonably necessary or desirable in order to give full effect to this Agreement or any provision of it.

8.2 Notices

(a) Any notice, direction or other communication (in this Section 8.2, a "**notice**") regarding the matters contemplated by this Agreement must be in writing and must be delivered personally, sent by courier or transmitted by facsimile, as follows:

(i) in the case of the Purchaser or Parent, at:

c/o Needzappy Inc.
3115 NW 10th Ter Ste 105
Fort Lauderdale, FL 33309
Attention: Ryan Davidson
Email: ryan@needzappy.com

(ii) in the case of the Corporation, at

c/o Chargerent Canada Inc.
50 Carrol Street
Toronto, Ontario M4M 3G3
Attention: Jeremy Birnie
Email: jbirnie@wabicorp.com

(b) A notice is deemed to be delivered and received, (i) if delivered personally, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (ii) if sent by same-day courier, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day; or (iv) if transmitted by facsimile, on the Business Day following the date of confirmation of transmission.

(c) A party may change its address for service from time to time by notice given in accordance with the foregoing provisions.

8.3 Public Announcement

No press release, public statement or announcement or other public disclosure regarding this Agreement or the transactions contemplated by this Agreement may be made without the prior written consent and joint approval of the Corporation and the Purchaser, except if required by Applicable Laws or a governmental authority. If disclosure is required by Applicable Laws or a governmental authority, the party that is required (or whose affiliate may be required) to make the disclosure shall, without unreasonable delay, notify the other parties of the request or requirement before any disclosure is made and make all reasonable efforts to obtain the approval of the other parties as to the form, nature and extent of the disclosure.

8.4 Costs and Expenses

Except as otherwise expressly set forth herein, each party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the transactions contemplated by it.

8.5 Waiver of Rights

Any waiver of any of the provisions of this Agreement will be binding only if it is in writing and signed by the party to be bound by it, and only in the specific instance and for the specific purpose for which it has been given. The failure or delay of any party in exercising any right under this Agreement will not operate as a waiver of that right. No single or partial exercise of any right will preclude any other or further exercise of that right or the exercise of any other right, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

8.6 Remedies Cumulative

Unless otherwise specified, the rights and remedies of a party under this Agreement are cumulative and in addition to and without prejudice to any other rights or remedies available to that party at law, in equity or otherwise, and unless otherwise specified, no single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

8.7 Severability

If any provision of this Agreement or its application to any party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other parties or circumstances.

8.8 Successors and Assignment

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors but neither this Agreement nor any of the rights or obligations under this Agreement is assignable or transferable by either the Purchaser or the Corporation without the prior written consent of the other parties. Notwithstanding the foregoing, the Purchaser shall have the right, upon notice to the other parties, to assign its rights or obligations under this Agreement to any of its affiliates provided that it remains solidarily liable of such affiliates obligations towards the Corporation.

8.9 No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to, or shall, confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.10 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all other understandings, agreements, representations (including misrepresentations, negligent or otherwise), negotiations, communications and discussions, written or oral, made by the parties with respect thereto (including the Letter of Intent dated February 17, 2024, entered between Needzappy Inc. and the Corporation). There are no representations, warranties, terms, conditions, covenants or other understandings, express or implied, collateral, statutory or otherwise, between the parties, except as expressly stated in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

8.11 Mutual Drafting

Each party has been represented by such party's own counsel during the negotiation, preparation and execution of this Agreement, and has had substantial input in the drafting of this Agreement, and therefore waives the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

8.12 Governing Law; Attornment

This Agreement will be construed, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Ontario, and irrevocably waives objection to the venue of any proceeding in those courts or that those courts provide an inconvenient forum.

8.13 Counterparts and Delivery

This Agreement may be executed in any number of counterparts (including counterparts by electronic transmission or facsimile), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

[Signature Page Follows]

THIS AGREEMENT has been executed by the parties as of the date first written above.

NEEDZAPPY CANADA INC.

Per: ______________________________

Name: Ryan Davidson
Title: Authorized Signatory
I have the authority to bind the corporation

CHARGERENT CANADA INC.

Per: Jeremy Birnie

Name: Jeremy Birnie
Title: Authorized Signatory
I have the authority to bind the corporation

NEEDZAPPY INC.

Per: ______________________________

Name: Ryan Davidson
Title: Authorized Signatory
I have the authority to bind the corporation

SCHEDULE 1.1A
ASSUMED CONTRACTS

Description	(A) Ascribed Value	(B) 3.5x Revenue
MLB Lease Invoice dated January 12, 2024	$65,000	$250,950
NHL Lease Invoice dated July 31, 2023, of which the initial payment of $103,060 has been collected, and the second payment of $103,060 is expected to be received by April 5, 2024.	$100,000	$392,490
Budweiser Stage Lease Invoice dated March 4, 2024, of which the initial payment of $29,950, which is expected to be received by May 15, 2024.	$30,000	$104,825
Vending Machine Agreement among the Corporation and OPGI Management Limited Partnership (Oxford Properties Inc.) dated June 1, 2022, as amended on October 1, 2023.	$34,000	$129,339
Powerbank Vending Machines Agreement among the Corporation and the Toronto Transit Commission dated September 27, 2022. The agreement expired on September 30, 2023 and the parties have been operating on a verbal agreement since the expiry date.	$3,000	$8,236
License Agreement among the Corporation and Osmington (Union Station) Inc. dated October 11, 2019. The agreement expired on February 29, 2020 and the parties have been operating without a contract or verbal agreement since the expiry date.	Nil	$15,000
Vending Machine Agreement among the Corporation and Snow Valley dated December 12, 2018.	$3,000	$875
Vending Machine Agreement among the Corporation and Ontario Northland Transportation Commission, undated but signed in February 2020.	$3,000	$1,113
Vending Machine Agreement among the Corporation and Coach Canada – Niagara Terminal dated May 16, 2019.	$3,000	$34,616
Vending Machine Agreement among the Corporation and 9297-9702 Quebec Inc. dated November 28, 2019.	$3,000	$1,194
Vending Machine Agreement among the Corporation and Currah's Park Store and Grill dated March 13, 2024.	$3,000	$5,208
Vending Machine Agreement among the Corporation and Blue Mountain Resorts LP, dated November 30, 2018, as amended on December 1, 2019.	$3,000	$7,266

SCHEDULE 1.1B
TANGIBLE PERSONAL PROPERTY

All signage, instruction stickers and any other items related to the Corporation's Phone Charger vending machine business.

SCHEDULE 1.1C
INVENTORIES

1. All Kiosks and Powerbanks described in Schedule 1.1D hereto.

SCHEDULE 1.1D
LOCATION OF KIOSKS

	Kiosk Type	Kiosk #	Location	CK30	CT10	CK50	Notes
1.	Lease	CA0024	EDMONTON / NHL Edmonton Oilers Arena / SECTION 124	1			
2.	Lease	CA0017	EDMONTON / NHL Edmonton Oilers Arena / SECTION 113			1	
3.	Lease	CA0001	EDMONTON / NHL Edmonton Oilers Arena / SECTION 117	1			
4.	Lease	CA0009	EDMONTON / NHL Edmonton Oilers Arena / SECTION 132	1			
5.	Lease	CA0010	EDMONTON / NHL Edmonton Oilers Arena / SECTION 207	1			
6.	Lease	CA0011	EDMONTON / NHL Edmonton Oilers Arena / SECTION 232	1			
7.	Lease	CA0023	TORONTO / Budweiser Stage / AMEX LOUNGE			TBD	To be delivered on May 5, 2024
8.	Lease	CA0026	TORONTO / Budweiser Stage / GUEST SERVICE			TBD	To be delivered on May 5, 2024
9.	Lease	CA0021	TORONTO / MLB Toronto Blue Jays / SECTION 136			TBD	
10.	Lease	CA0020	TORONTO / MLB Toronto Blue Jays / SECTION 237			TBD	
11.	Lease	CA0022	TORONTO / MLB Toronto Blue Jays / SECTION 508			1	
12.	Lease	CA0024	TORONTO / MLB Toronto Blue Jays / SECTION 532			1	
13.	Lease	CA0019	TORONTO / MLB Toronto Blue Jays / SECTION Gate 8			1	

	Kiosk Type	Kiosk #	Location	CK30	CT10	CK50	Notes
14.	Lease	CA0015	TORONTO / NHL Toronto Maple Leafs Arena / SECTION 104	1			
15.	Lease	CA0019	TORONTO / NHL Toronto Maple Leafs Arena / SECTION 113			1	
16.	Lease	CA0018	TORONTO / NHL Toronto Maple Leafs Arena / SECTION 301			1	Moving to MLB April 1
17.	Lease	CA0021	TORONTO / NHL Toronto Maple Leafs Arena / SECTION 306			1	Moving to MLB April 2
18.	Lease	CA0014	TORONTO / NHL Toronto Maple Leafs Arena / SECTION 307	1			
19.	Lease	CA0013	TORONTO / NHL Toronto Maple Leafs Arena / SECTION 317	1			
20.	Lease	CA0005	VANCOUVER / NHL Vancouver Canucks Arena / LEVEL 400	1			
21.	Lease	CA0025	VANCOUVER / NHL Vancouver Canucks Arena / SECTION 311			1	
22.	Lease	CA0004	VANCOUVER / NHL Vancouver Canucks Arena / SECTION 318	1			
23.	Lease	CA0006	VANCOUVER / NHL Vancouver Canucks Arena / SECTION 328	1			
24.	Lease	CA0008	VANCOUVER / NHL Vancouver Canucks Arena / SUITES LEVEL 500	1			
25.	Pay Per Use	CK30CAN0011	BLUE MOUNTAINS / BLUE MOUNTAIN GUEST SERVICES	1			
26.	Pay Per Use	CK30CAN0010	BLUE MOUNTAINS / BLUE MOUNTAIN MAIN LODGE. - LOCKER AREA	1			
27.	Pay Per Use	CK30CAN0041	BLUE MOUNTAINS / BLUE MOUNTAIN SOUTH BASE LEVEL 1	1			
28.	Pay Per Use	CT10K0042	BLUE MOUNTAINS / BLUE MOUNTAIN VILLAGE CONFERENCE		1		

	Kiosk Type	Kiosk #	Location	CK30	CT10	CK50	Notes
29.	Pay Per Use	CT10K0036	BLUE MOUNTAINS / BLUE MOUTAIN INN CONFERENCE		1		
30.	Pay Per Use	CT10K0049	CALGARY / SOUTHCENTRE MALL - FOOD COURT		1		
31.	Pay Per Use	CT10K0039	CALGARY / SOUTHCENTRE MALL - GUEST SERVICES		1		
32.	Pay Per Use	CT10K0038	CALGARY / SOUTHCENTRE MALL - H&M		1		
33.	Pay Per Use	CT10K0032	CALGARY / SOUTHCENTRE MALL - LENSCRAFTERS		1		
34.	Pay Per Use	CT10K0053	CALGARY / SOUTHCENTRE MALL - ROOTS		1		
35.	Pay Per Use	CT10K0064	GATINEAU / LES PROMENADES GATINEAU - GUEST SERVICES		1		
36.	Pay Per Use	CT10K0058	MONTREAL / MONTREAL GREYHOUND		1		
37.	Pay Per Use	CT10K0034	MONTREAL / MONTREAL MEGABUS TERMINAL		1		
38.	Pay Per Use	CK30CAN0009	NIAGARA / NIAGARA BUS STATION	1			
39.	Pay Per Use	CK30CAN0012	SANDBANKS / Sandbanks Provincial Park / CURRAHS PARK STORE	1			
40.	Pay Per Use	CT10K0048	TORONTO / HILLCREST MALL - FOOD COURT		1		
41.	Pay Per Use	CK30CAN0024	TORONTO / METROLINX - UNION STATION YORK 1	1			
42.	Pay Per Use	CK30CAN0025	TORONTO / METROLINX - UNION STATION YORK 2	1			
43.	Pay Per Use	CK30CAN0031	TORONTO / METROLINX USBT - LOWER LEVEL	1			

	Kiosk Type	Kiosk #	Location	CK30	CT10	CK50	Notes
44.	Pay Per Use	CK30CAN0037	TORONTO / METROLINX USBT - UPPER LEVEL	1			
45.	Pay Per Use	CT10K0035	TORONTO / NORTH BAY BUS TERMINAL		1		
46.	Pay Per Use	CK30CAN0042	TORONTO / SCARBOROUGH TOWN CENTRE - GUEST SERVICES	1			
47.	Pay Per Use	CK30CAN0027	TORONTO / SCARBOROUGH TOWN CENTRE - WALM ART	1			
48.	Pay Per Use	CT10K0029	TORONTO / SNOW VALLEY		1		
49.	Pay Per Use	CK30CAN0028	TORONTO / SQUARE ONE MALL - GUEST SERVICES	1			
50.	Pay Per Use	CK30CAN0036	TORONTO / SQUARE ONE MALL - URBAN OUTFITTERS	1			
51.	Pay Per Use	CT10K0037	TORONTO / SUDBURY BUS TERMINAL		1		
52.	Pay Per Use	CK30CAN0039	TORONTO / TTC / FINCH STATION	1			
53.	Pay Per Use	CK30CAN0040	TORONTO / TTC / SHEPPARD-YONGE STATION	1			
54.	Pay Per Use	CT10K0062	TORONTO / UPPER CANADA MALL - BODY SHOP		1		
55.	Pay Per Use	CT10K0050	TORONTO / UPPER CANADA MALL - FOOD COURT		1		
56.	Pay Per Use	CK30CAN0032	TORONTO / YORKDALE MALL - BABATON	1			
57.	Pay Per Use	CK30CAN0034	TORONTO / YORKDALE MALL - GUEST SERVICES	1			

	Kiosk Type	Kiosk #	Location	CK30	CT10	CK50	Notes
58.	Pay Per Use	CK30CAN0033	TORONTO / YORKDALE MALL - NUTRITION HOUSE	1			
59.	Pay Per Use	CK30CAN0035	TORONTO / YORKDALE MALL - PANDORA	1			
60.	Pay Per Use	CT10K0056	TORONTO / YORKDALE MALL - PARKADE LEVEL		1		

In addition to the forgoing deployed Kiosks, the following Inventories are stored at 145 Eastern Avenue, Toronto, ON M5A 1H7:

1. Ten (10) CK30 Kiosks;
2. Twenty-Three (23) CT10 Kiosks, of which approximately twenty (20) require repair; and
3. Approximately 89 spare Powerbanks.

SCHEDULE 3.2
ALLOCATION OF PURCHASE PRICE

Kiosks - $320,000

Goodwill - $630,000

Total - $950,000

SCHEDULE 4.1(H)
CONSENTS

Consent is required for the assignment of all of the agreements listed in Schedule 1.1A.

SCHEDULE 4.1(L)
LICENSES

Not applicable.

SCHEDULE 4.1(N)
FINANCIAL STATEMENTS

(Please see attached)

SCHEDULE 4.1(O)
MATERIAL ADVERSE CHANGES

Not applicable.

SCHEDULE 4.1(P)
TRANSACTIONS OUTSIDE THE ORDINARY COURSE

Not applicable.

SCHEDULE 4.1(Q)
GUARANTEE

Not applicable.

SCHEDULE 4.1(S)
MATERIAL CONTRACTS

1. All contracts listed in Schedule 1.1A; and
2. Employment Agreement with Monica Makarus and Wade Makarus dated October 1, 2023.

SCHEDULE 4.1(T)
MAJOR CUSTOMERS

Refer to SCHEDULE 1.1A

SCHEDULE 4.1(W)
WARRANTIES

Not applicable.

SCHEDULE 4.1(Y)
INTELLECTUAL PROPERTY

Licensed IP

Ocharge Collaboration Agreement among the Corporation and Ocharge LLC dated January 5, 2018.

SCHEDULE 4.1(PP)
INSURANCE POLICY

Commercial Insurance Policy with Special Risk Insurance Managers located at 103-8411 200th Street, Langley, BC, V2Y 0E7

SCHEDULE 4.1(RR)
LEGAL PROCEEDINGS

Not applicable.

EXHIBIT "F"

This is Exhibit "F" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

Promissory Note

This Promissory Note (this "**Note**") is made as of June 6, 2024 by Needzappy Canada Inc. (the "**Borrower**"), to and in favour of Chargerent Canada Inc. (including its successors and assigns, the "**Lender**").

RECITALS:

A. The Lender, as vendor, and the Borrower, as purchaser, and Needzappy Inc., as parent to the purchaser entered into an Asset Purchase Agreement dated as of April 21, 2024 (the "**Purchase Agreement**"). Defined terms used herein and not otherwise defined have the meanings ascribed to such terms in the Purchase Agreement.

B. In partial satisfaction of the Purchase Price owing by the Borrower to the Lender under the Purchase Agreement, the Lender has agreed to accept this Note from the Borrower; provided that all of the Borrower's obligations to the Lender under this Note are secured by the security interests described herein.

NOW THEREFORE, FOR VALUE RECEIVED, the Borrower unconditionally promises to pay to the Lender the principal amount of **THREE HUNDRED EIGHT THOUSAND NINE HUNDRED SIXTY-FIVE CANADIAN DOLLARS ($308,965.29)** (the "**Principal Amount**")

1. Interest. The outstanding Principal Amount shall not bear interest from the date hereof.

2. Method of Payment. The Principal Amount shall be paid to, or at the direction of, the Lender in lawful money of Canada in immediately available funds by wire transfer, in accordance with the wire transfer instructions provided by the Lender from time to time.

3. Term and Repayment. The term of this Note shall commence on the date of this Note and shall continue up to and including July 31, 2024 (the "**Maturity Date**"). The Borrower shall permanently repay the Principal Amount together with all fees, and other amounts then unpaid, in full, on the Maturity Date.

4. Voluntary Prepayment. The Borrower may at any time, and from time to time, prepay all or any portion of the unpaid balance of the Principal Amount outstanding, without premium or penalty.

5. Conclusive Evidence of Indebtedness. The recording by the Lender in its account of the Principal Amount owing by the Borrower, repayments shall, in the absence of manifest mathematical error, be prima facie evidence of the same; *provided that* the failure of the Lender to record the same shall not affect the obligation of the Borrower to pay such amounts to the Lender.

6. Security. The Borrower acknowledges and agrees that the payment of this Note and any and all other obligations of the Borrower under this Note are secured by:

   (a) a guaranty of the obligations of the Borrower under this note, executed by Needzappy USA Inc. ("**Needzappy USA**") in favour of the Lender (the "**Guaranty**");

   (b) the collateral described in the security agreement dated on or about the date hereof delivered by the Borrower to and in favour of the Lender (the "**Borrower GSA**"), granting to the Lender a first-ranking security interest in all of the present and after-acquired personal property of the Borrower; and

(c) the collateral described in the security agreement dated on or about the date hereof delivered by the Needzappy USA to and in favour of the Lender (the "**Needzappy USA GSA**"), granting to the Lender a first-ranking security interest in all of the present and after-acquired personal property of Needzappy USA;

7. Events of Default. The outstanding Principal Amount and all other costs, expenses, and charges thereon shall immediately become due and payable without notice or demand upon the occurrence of any of the following events of default:

(a) the Borrower fails to pay the Principal Amount when due and payable hereunder;

(b) the Borrower fails to observe or perform any covenant, term or condition of this Note or the Borrower GSA;

(c) Needzappy USA fails to observe or perform any covenant, term or condition of the Guaranty or the Needzappy USA GSA;

(d) the Borrower ceases to carry on business;

(e) the Borrower commences any application, proceeding or other action under any laws relating to bankruptcy, insolvency, reorganization, winding-up, dissolution or other analogous laws, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, proposal, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, including, without limitation, that the Borrower files a proposal or a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) or a plan of arrangement under the *Companies' Creditors Arrangement Act* (Canada) or if the Borrower makes a general assignment for the benefit of its creditors;

(f) there is commenced against the Borrower any application, proceeding or other action of a nature referred to in subsection (e) above which results in the entry of an order for any such relief.

8. Waiver. The Borrower hereby waives presentment, protest, notice of protest, notice of non-payment, notice of dishonour and any and all other notices or demands relative to this Note.

9. Assignment. The Borrower shall not in any manner whatsoever assign this Note or any obligations or benefits hereunder, in whole or in part, without the prior written consent of the Lender. The Lender may assign this Note without the prior written consent of the Borrower.

10. Amendments. This Note may only be amended, amended and restated or otherwise modified by an agreement in writing signed by the Lender and the Borrower.

11. Waiver. No waiver by the Lender of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Lender. No waiver by the Lender will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Note will operate or be construed as a waiver thereof; nor will 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.

12. Successors and Assigns. This Note is binding upon the Borrower and its permitted successors and permitted assigns and shall enure to the benefit of the Lender and its successors and assigns.

13. Notices. All notices and other communications provided for hereunder shall be in writing and be delivered by the method and to the addressees noted in the Purchase Agreement.

14. Further Assurances. The Borrower shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

15. Severability. If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Electronic signatures and electronic delivery. A handwritten or electronically signed counterpart of this Note delivered by email ("PDF" or "tif" format) or other electronic or digital transmission (including by transmission over an electronic signature platform acceptable to the Lender such as DocuSign or the equivalent thereof) is deemed to have the same legal effect as delivery of a manually executed original counterpart of this Note.

17. Governing Law. All matters arising out of or relating to this Note are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first above written.

NEEDZAPPY CANADA INC.

DocuSigned by:

By: ________________________________

7FB8A503429D4A4...

Name: Ryan Davidson

Title: Authorized Signatory

I have authority to bind the Corporation.

EXHIBIT "G"

This is Exhibit "G" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6FDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

GENERAL SECURITY AGREEMENT

This General Security Agreement (this "**Security Agreement**") dated as of June **6**, 2024 by Needzappy Canada Inc. (the "**Debtor**") in favour of Chargerent Canada Inc. (including its successors and assigns, the "**Secured Party**").

RECITALS:

A. The Debtor is indebted to the Secured Party under a promissory note dated as of the date hereof (the "**Promissory Note**").

B. To secure the payment and performance of the Obligations (as defined herein), the Debtor has agreed to enter into this Security Agreement to grant to the Secured Party a security interest in the Collateral (as defined herein).

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 Debtor hereby agrees as follows:

1. Security Interest

(a) For value received, the Debtor hereby grants to the Secured Party, by way of mortgage, charge, assignment and transfer, a security interest in the undertaking of the Debtor and in all the Debtor's present and after acquired personal property, including but not limited to all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions hereof (hereinafter collectively called the "**Collateral**"), including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:

(i) all inventory wherever situate ("**Inventory**");

(ii) all equipment (other than Inventory) including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles;

(iii) all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every kind including letters of credit and advices of credit, which are now due, owing or accruing to or owned by or which may hereafter become due, owing or accruing to or owned by the Debtor ("**Debts**");

(iv) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(v) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property;

(vi) all money other than trust money lawfully belonging to others; and

(vii) all property described in any schedule now or hereafter annexed hereto.

(b) The security granted hereby shall not extend to or apply to and Collateral shall not include the last day of the term of any lease or agreement therefore, but upon the enforcement of the security hereby constituted, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "**Goods**", "**Chattel Paper**", "**Documents of Title**", "**Instruments**", "**Intangibles**", "**Securities**", "**Proceeds**", "**Inventory**", and "**Accessions**" whenever used herein shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act (Ontario), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "**PPSA**". Provided that any reference herein to "**Collateral**" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. Indebtedness Secured

The security granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Secured Party (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others, and whether as principal or surety including, without limitation, all obligations of the Debtor to the Secured Party arising directly or indirectly out of the Guarantee or the Promissory Note (hereinafter collectively called the "**Indebtedness**").

3. Representations and Warranties

The Debtor represents and warrants to the Secured Party that:

(a) except for the security created hereby and except for other encumbrances now or hereafter approved in writing by the Secured Party prior to their creation or assumption (such approval not to be unreasonably withheld), the Debtor is, or with respect to Collateral acquired after the date hereof will be, the owner of the Collateral free from any mortgage, lien, charge, security interest or encumbrance;

(b) each Debt is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to the Secured Party from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor and no Account Debtor will have any defence, set off, claim or counterclaim against the Debtor which can be asserted against the Secured Party, whether in any proceeding to enforce Collateral or otherwise;

(c) the Debtor is a corporation duly created and validly existing under federal laws of Canada;

(d) this Security Agreement constitutes the legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms, except as enforceability is limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of the security interest hereunder will not result in a breach of any agreement to which the Debtor is a party;

(f) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect or impair the Debtor's financial condition or operation or impair the Debtor's ability to perform its obligations hereunder;

(g) the chief executive office of the Debtor and all business operations and records are currently located in the Province of Ontario and all real property, buildings, fixtures, goods which form part of the Collateral will be situate in Ontario, Alberta, British Columbia and Quebec, and

(h) the name of the Debtor is accurately and fully set out above, and the Debtor is not known by any other name.

4. Insurance

The Debtor shall keep the Collateral insured against loss or damage by fire and such other risks as the Secured Party may reasonably require to the full insurable value thereof, and shall have the loss thereunder made payable to the Secured Party as the Secured Party may require. At the request of the Secured Party such policies shall be delivered to and held by it. Should the Debtor neglect to maintain such insurance, the Secured Party may insure and any premiums paid by the Secured Party together with interest thereon shall be payable by the Debtor to the Secured Party upon demand.

5. Liens, etc.

The Debtor shall keep the Collateral free and clear of all taxes, assessments, claims, liens and encumbrances (subject to Section 3(a) hereof) and shall promptly notify the Secured Party of any loss or damage to the Collateral or any part thereof.

6. Use of Collateral

Until the Security shall have become enforceable, and subject to the provisions of Section 9 hereof, the Debtor may dispose of or deal with the Collateral in the ordinary course of its business in any lawful manner not inconsistent with the provisions hereof or any other agreements of the Debtor in favour of the Secured Party or with the terms of any policies of insurance relating thereto. All proceeds of sale shall be received by the Debtor as trustee for the Secured Party and shall be forthwith paid over to the Secured Party.

7. Information and Inspection

The Debtor shall, from time to time, forthwith on request, furnish to the Secured Party in writing all information reasonably requested relating to the Collateral or any part thereof, and the Secured Party shall upon reasonable notice be entitled from time to time to inspect the tangible Collateral wherever located including without limitation, any books and records of the Debtor relating to the Collateral, and for such purpose the Secured Party shall have access during regular business hours upon reasonable prior notice to the Debtor to all places where the Collateral or any part thereof is located and to all premises occupied by the Debtor. The Debtor shall also deliver to the Secured Party on reasonable prior notice to the Debtor, as and when requested, such financial statements and other financial information relating to the Debtor and its business as may reasonably be required by the Secured Party from time to time.

8. Default

(a) The Debtor covenants and agrees with the Secured Party that upon the occurrence of any one of the following events:

(i) if the Debtor shall default in the payment or discharge of any of the Indebtedness when due and such default shall continue for a period of two (2) days after a notice in writing has been given by the Secured Party and received by the Debtor specifying such default;

(ii) if the Debtor shall default in the due observance or performance of any material covenant, undertaking or agreement heretofore or hereafter given to the Secured Party, whether contained herein or in any other security given to the Secured Party by the Debtor or in any agreement between the Debtor and the Secured Party, or if any of the warranties contained herein is or shall become untrue and such default shall continue for a period of two (2) days after a notice in writing has been given by the Secured Party and received by the Debtor specifying such default;

(iii) if any representation or warranty made in this Security Agreement or any other document or report furnished to the Secured Party by the Debtor in respect of the Debtor or the Collateral proves to have been or to have become false or materially misleading;

(iv) if an encumbrancer shall take possession of any part of the Collateral or an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied against the Collateral or any part thereof, except if such proceeding is in good faith diligently contested by the Debtor within ten (10) days from the institution of the relevant proceeding;

(v) if any order shall be made or a resolution passed for the winding-up of the Debtor, or a petition shall be filed under the *Bankruptcy and Insolvency Act* (the "**BIA**") against the Debtor, or the Debtor shall become insolvent or shall commit or threaten to commit an act of bankruptcy, or make an assignment in bankruptcy, or a receiver or receiver and manager or agent or other official having similar functions shall be appointed either privately or by a court by or on behalf of a creditor of the Debtor, or if any proceedings are commenced under the *Companies' Creditors Arrangement Act* or if a proposal is made by the Debtor to its creditors under the BIA;

(vi) if the Debtor permits, fails to pay an amount due under, or purports to create any mortgage, charge, lien, security interest, deemed trust (including those created by federal, provincial or municipal legislation) or other encumbrance which forms or is capable of being made a charge upon any of the Collateral in priority to or *pari passu* with the security interest hereunder;

(vii) if the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it, and which forms or is capable of being made a charge upon any of the Collateral in priority to or *pari passu* with the security interest hereunder to remain unpaid for ten (10) days after the same has become due, except if such proceeding is in good faith diligently contested by the Debtor within ten (10) days from the institution of the relevant proceeding;

(viii) if any mortgage, charge, lien, security interest or other encumbrance affecting any Collateral becomes enforceable;

(ix) if the Debtor shall attempt to or shall sell or dispose of or in any way part with the possession of or change in the location of the Collateral or any part of it save as expressly permitted in this Security Agreement without the consent of the Secured Party first had and obtained in writing, such consent not to be unreasonably withheld;

(x) if any material adverse change occurs in the financial position of the Debtor;

(xi) if the Debtor shall cease or threaten to cease to carry on business; or

(xii) if the Secured Party reasonably considers that it is unsecure with respect to the Collateral, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy, then the Debtor shall be in default under this Security Agreement, the security hereby constituted shall become enforceable, and the Secured Party may proceed to realize the security hereby constituted by sale or to enforce its rights by entry, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receiver manager or for sale of the Collateral or any part thereof or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy or other judicial proceedings relative to the Debtor. Any such sale may be made by public auction, by public tender or by private contract, with or without advertisement and without any other formalities, all of which are hereby waived by the Debtor, and such sale shall be on such terms and conditions as to credit or otherwise and as to reserve bid or price as the Secured Party, in its sole discretion, may deem advantageous and such sale may take place whether or not the Secured Party has taken possession of such property and assets; provided, however, that unless the Collateral is perishable or unless the Secured Party believes on reasonable grounds that the Collateral will decline speedily in value the Debtor shall be entitled to not less than fifteen (15) days' notice of sale containing such information as is prescribed by the PPSA.

(b) In addition to the other rights and remedies of the Secured Party set forth in this Section 8, whenever the security hereby constituted shall have become enforceable and so long as it shall remain enforceable, the Secured Party may, by instrument in writing, appoint any person to be a receiver (which term shall include a receiver and manager) of the Collateral including any rents and profits thereof and may remove any receiver and appoint another in his stead. Any such receiver or receivers so appointed shall be vested with all the powers to take possession of the Collateral or any part thereof and to carry on or concur in carrying on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or for the carrying on of such business, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to exercise all rights attaching or incidental to any securities owned by the Debtor and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. Any such receiver shall be deemed to be the agent of the Debtor when exercising the powers and rights hereinbefore mentioned in this paragraph; but this shall not alter or diminish in any way the responsibilities of the receiver to the Secured Party arising directly or indirectly out of the appointment of the receiver by the Secured Party, nor create any responsibility to the Debtor on the part of the receiver paramount to or ranking equally with the receiver's responsibility to the Secured Party. The Secured Party may from time to time fix the remuneration of such receiver and direct the payment thereof out of the Collateral.

(c) The receiver shall apply all money from time to time received by him in such of the following modes and in such order or priority as the Secured Party may from time to time at its option direct, namely: in discharge of all rents, taxes, rates and insurance premiums affecting the Collateral; in payment of the remuneration of the receiver; in keeping in good standing all liens and charges on the Collateral prior to the security hereby constituted; in payment of the costs of carrying out or executing any powers, duties or directions which are vested in the receiver; in payment of the interest accruing due on the Security Agreement and all other amounts owing hereunder; and in payment of the principal due and payable upon the Security Agreement, and the residue of any money so received shall be paid to the Debtor. The Secured Party, in appointing or refraining from appointing such receiver, shall not incur any liability to the receiver, the Debtor or otherwise.

(d) In the event of default, pursuant to Section 8(a), the Secured Party, in its sole discretion, may without demand or notice of any kind:

(i) declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable;

(ii) require the Debtor to assemble the Collateral, including any records pertaining to the Debts, and make them available to the Secured Party at a place designated by the Secured Party; and

(iii) enter any premises of the Debtor and take possession of the Collateral, including any records pertaining to the Debts.

(e) In addition to the rights and remedies specifically provided herein, the Secured Party shall, upon default, have the rights and remedies of a secured party under the PPSA.

9. Receivables

The Secured Party may collect, realize, sell or otherwise deal with the Debts or any part thereof in such manner, upon terms and conditions and at such time or times, whether before or after default, as may seem to it advisable and without notice to the Debtor. The Secured Party shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Debts or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the same. All money collected or received by the Debtor in respect of the Debts shall be received by the Debtor as trustee for the Secured Party. All money collected or received by the Secured Party in respect of the Debts or other Collateral may be applied on account of such parts of the Indebtedness of the Debtor as the Secured Party may, in its sole discretion, elect, or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize this security.

10. Charges and Expenses

The Secured Party may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in or in connection with the preparation and registration of this Security Agreement and in connection with realizing, disposing of, retaining or collecting the Collateral or any part thereof, and such sums shall be a first charge on the proceeds of realization, disposition or collection, and shall be added to the Indebtedness secured by this Security Agreement.

11. Dealings by Third Parties

No person dealing with the Secured Party or its agent or a receiver shall be concerned to enquire whether the security hereby constituted has become enforceable, or whether the powers which the Secured Party or its agent is purporting to exercise have become exercisable, or whether any money remains due upon this Security Agreement, 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 of any other dealing by the Secured Party with the Collateral, or to see the application of any money paid to the Secured Party.

12. Additional Covenants

The Debtor hereby covenants and agrees with the Secured Party, so long as this Security Agreement remains outstanding, that:

(a) it will do, observe and perform all matters and things necessary or expedient to be done, observed or performed by virtue of any law of Canada or any province or municipality thereof for the purpose of creating and maintaining the security hereby constituted;

(b) it will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be impaired;

(c) it will not, without the prior written consent of the Secured Party, which may be granted or withheld by the Secured Party in its absolute discretion, remove any of the Collateral from Ontario;

(d) it will, at all times, maintain all licences, permits and authorizations to enable it to conduct its business and will carry on and conduct its business in a proper, efficient and businesslike manner in accordance with good business practice;

(e) it will, upon the reasonable request of the Secured Party, provide the Secured Party with such information concerning the Collateral and the business of the Debtor as required by the Secured Party;

(f) it will pay or cause to be paid all taxes, rates, government fees and dues, levied, assessed or imposed upon it and its property or any part thereof as and when the same become due and payable, save and except when and so long as the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is, in good faith, contested by it and will, if and when required in writing by the Secured Party, furnish the Secured Party for inspection with receipts for any of such payments;

(g) it will pay or cause to be paid all debts and obligations to labourers, workmen, employees, contractors, subcontractors, suppliers of materials and other debts which, when unpaid, might under the laws of Canada or any province of Canada have priority over the security interest granted by this Security Agreement;

(h) it will not, without the prior written consent of the Secured Party, which may be granted or withheld by the Secured Party in its absolute discretion, substantially alter the nature of the business conducted by it as of the date of this Security Agreement;

(i) it will not, without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld, sell, transfer, assign or otherwise dispose of any of its assets or any part of the Collateral other than in the ordinary course of its business; and

(j) it will do, observe and perform all of the terms, conditions, covenants, obligations and things which the Debtor is obligated to do, observe and perform under or pursuant to any agreements with or undertakings to the Secured Party.

13. Further Assurances

The Debtor shall from time to time forthwith on the Secured Party's request, do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Secured Party with respect to the Collateral, or any part thereof or as may be required to give effect to these presents, and, upon default by the Debtor under this Security Agreement, the Debtor hereby constitutes and appoints the President for the time being of the Secured Party or any officer of the Secured Party duly authorized by the President the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such statements, assignments, documents, acts, matters or things.

14. Dealings by the Secured Party

The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize this security.

15. Set Off

Without limiting any other right of the Secured Party, whenever the debts and liabilities of the Debtor to the Secured Party are immediately due and payable, or the Secured Party has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has been so declared, the Secured Party may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by the Secured Party in any capacity, whether due or not due, and the Secured Party shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefore is made or entered on the Secured Party's records subsequent thereto.

16. No Remedy Exclusive

No remedy herein conferred upon or reserved to the Secured Party for the realization of the security hereby constituted, enforcement of rights of the Secured Party or otherwise is intended to be exclusive of any other remedy or remedies hereunder or under any security collateral hereto, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or under any other document or agreement in respect of the obligations of the Debtor to the Secured Party. Every power and remedy given by this Security Agreement to the Secured Party may be exercised from time to time as often as may be deemed expedient by the Secured Party. The taking of any action or proceeding or refraining from so doing, or any other dealings with any other security for the money secured hereby, shall not release or affect the security hereby constituted. Upon default, the Debtor shall remain liable to the Secured Party for any portion of the Indebtedness remaining unpaid after enforcement of the Secured Party's rights against all or any part of the Collateral.

17. Secured Party Performance

Upon the Debtor's failure to perform any of its duties or obligations under this Security Agreement, the Secured Party may, but shall not be obligated to, perform any such duties or obligations, and the Debtor will pay to the Secured Party, upon demand, an amount equal to the expense incurred by the Secured Party in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

18. Discharge and Satisfaction

Upon satisfaction by the Debtor of all obligations of the Debtor owed to the Secured Party, the Secured Party shall, upon the request and at the reasonable expense of the Debtor, execute and deliver to the Debtor such releases and discharges as the Debtor may reasonable require.

19. Waiver of Covenants

The Secured Party may waive any breach by the Debtor of any of the provisions contained in this Security Agreement or any failure by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, provided that no such waiver by the Secured Party shall extend to or be taken in any manner to affect any subsequent breach or failure of the rights resulting therefrom.

20. Application of Insurance Proceeds

Any insurance money received by the Secured Party pursuant to this Security Agreement may at the option of the Secured Party be applied to restoring, replacing or repairing the Collateral or any part thereof, or be paid to the Debtor or any such money may be applied in the sole discretion of the Secured Party, in whole or in part, to the repayment of the obligations hereby secured or any part thereof whether then due or not, with any partial payments to be credited against principal amounts of Indebtedness payable by the Debtor in inverse order of maturity.

21. Attachment

Each of the Debtor and the Secured Party acknowledges that it is its intention that the security interest herein created attach on the execution hereof by the Debtor (save as to after-acquired property forming part of the Collateral in respect of which attachment will result forthwith upon the Debtor acquiring rights thereto) and that value has been given.

22. Notices

Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Security Agreement shall be in writing and shall be sufficiently given or made if served in accordance with the terms of the Promissory Note.

23. General

This Security Agreement:

(a) shall be a continuing agreement in every respect;

(b) shall be governed by the laws of the Province of Ontario; and

(c) may be terminated by the Debtor by written notice delivered to the Secured Party when the Debtor is not indebted or liable to the Secured Party. For greater certainty it is declared that any and all future loans, advances or other value which the Secured Party may in its discretion make or extend to or for the account of the Debtor shall be secured by this Security Agreement. Nothing contained in this Security Agreement shall in any way obligate the Secured Party to grant, continue, renew, extend time for payment of, or accept anything which constitutes or would constitute Indebtedness.

24. Binding Effect

This Security Agreement is binding upon the Debtor and its successors and permitted assigns.

25. Cross Default

The Debtor hereby agrees that default by the Debtor hereunder shall constitute default under any other security given by the Debtor to the Secured Party.

26. Facsimile or electronic Signature

The Debtor acknowledges facsimile and electronic signatures will be deemed to have the same legal effect as original signatures.

27. Copy of Agreement

The Debtor acknowledges receipt of a duplicate original hereof and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

28. Advice of Counsel

The Debtor acknowledges that it has read and fully understands the terms and provisions hereof, has had an opportunity to review this Security Agreement with legal counsel, and has executed this Security Agreement based upon the Debtor's own judgement and advice of independent legal counsel (if sought).

[*Signature Page Follows*]

IN WITNESS WHEREOF the parties hereto have executed this Security Agreement as of the date first written above.

NEEDZAPPY CANADA INC.

DocuSigned by:

By: ______________________

7FB8A503420D4A4...

Name: Ryan Davidson

Title: Authorized Signatory

I have authority to bind the corporation.

EXHIBIT "H"

This is Exhibit "H" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

Enquiry Result

File Currency: **23FEB 2025**

Note: All pages have been returned.

Type of Search	Business Debtor
Search Conducted On	NEEDZAPPY CANADA INC.
File Currency	23FEB 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	506139984	1	1	1	2	06JUN 2025	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
506139984		001	1		20240606 1450 1590 5420	P PPSA	1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	NEEDZAPPY CANADA INC.			
	Address	**City**	**Province**	**Postal Code**
	77 MARTIN ROSS AVENUE	TORONTO	ON	M3J 2L5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	**City**	**Province**	**Postal Code**

Secured Party	Secured Party / Lien Claimant			
	CHARGERENT CANADA INC.			
	Address	**City**	**Province**	**Postal Code**
	330 BROADWOOD AVENUE	NEW LISKEARD	ON	P0J 1P0

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	[illegible]			
	Address	**City**	**Province**	**Postal Code**
	5800-40 KING ST W	TORONTO	ON	M5H 3S1

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	NEEDZAPPY CANADA INC.							
File Currency	23FEB 2025							
	File Number	Family	of Families	Page	of Pages			
	506139984	1	1	2	2			

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20250124 1619 1590 5326	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	506139984		X	A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	NEEDZAPPY CANADA INC.		

Other Change	Other Change

Reason / Description	Reason / Description
	AMEND SECURED PARTY NAME TO REFLECT NAME CHANGE FROM CHARGERENT
	CANADA INC. TO MOBILE LOCKER SOLUTIONS INC.

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname	
	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	MOBILE LOCKER SOLUTIONS INC.			
	Address	City	Province	Postal Code
	330 BROADWOOD AVENUE	NEW LISKEARD	ON	P0J 1P0

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	MILLER THOMSON LLP (TORONTO)

	Address	City	Province	Postal Code
	5800-40 KING ST W	TORONTO	ON	M5H 3S1

LAST PAGE

Note: All pages have been returned.

BACK TO TOP

All Pages

Show All Pages

EXHIBIT "I"

This is Exhibit "I" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

GUARANTY

This GUARANTY (this "**Guaranty**"), dated as of June 6, 2024, is made by **NEEDZAPPY USA INC.**, a Delaware corporation with a business address located at 3115 NW 10th Ter Ste 105, Fort Lauderdale, FL 33309 ("**Guarantor**"), in favor and for the benefit of **CHARGERENT CANADA INC.**, a corporation incorporated under the Canada Business Corporations Act ("**Beneficiary**").

Reference is made to that certain Promissory Note dated as of the date hereof by Needzappy Canada Inc. ("**Obligor**"), to and in favor of Beneficiary (as amended, restated, supplemented or otherwise modified from time to time, the "**Note**"). In consideration of the substantial direct and indirect benefits derived by Guarantor from the transactions under the Note, and in order to induce Beneficiary to extend to Obligor the indebtedness evidenced by the Note, Guarantor, an affiliate of Obligor, hereby agrees as follows:

1. Guaranty. Guarantor absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment and performance of all present and future obligations, liabilities, covenants and agreements required to be observed and performed or paid or reimbursed by Obligor under or relating to the Note, plus all costs, expenses and fees (including the reasonable fees and expenses of Beneficiary's counsel) in any way relating to the enforcement or protection of Beneficiary's rights hereunder (collectively, the "**Obligations**").

2. Guaranty Absolute and Unconditional. Guarantor agrees that its Obligations under this Guaranty are irrevocable, continuing, absolute and unconditional and shall not be discharged or impaired or otherwise affected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of:

(a) Any illegality, invalidity or unenforceability of any Obligation or the Note or any related agreement or instrument, or any law, regulation, decree or order of any jurisdiction or any other event affecting any term of the Obligations.

(b) Any change in the time, place or manner of payment or performance of, or in any other term of the Obligations, or any rescission, waiver, release, assignment, amendment or other modification of the Note.

(c) Any taking, exchange, substitution, release, impairment, amendment, waiver, modification or non-perfection of any collateral or any other guaranty for the Obligations, or any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations.

(d) Any default, failure or delay, willful or otherwise, in the performance of the Obligations.

(e) Any change, restructuring or termination of the corporate structure, ownership or existence of Guarantor or Obligor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Obligor or its assets or any resulting restructuring, release or discharge of any Obligations.

(f) Any failure of Beneficiary to disclose to Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of Obligor now or hereafter known to Beneficiary, Guarantor waiving any duty of Beneficiary to disclose such information.

(g) The failure of any other guarantor or third party to execute or deliver this Guaranty or any other guaranty or agreement, or the release or reduction of liability of Guarantor or any other guarantor or surety with respect to the Obligations.

(h) The failure of Beneficiary to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of the Note or otherwise.

(i) The existence of any claim, set-off, counterclaim, recoupment or other rights that Guarantor or Obligor may have against Beneficiary (other than a defense of payment or performance).

(j) Any other circumstance (including, without limitation, any statute of limitations), act, omission or manner of administering the Note or any existence of or reliance on any representation by Beneficiary that might vary the risk of Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Guarantor.

3. Certain Waivers; Acknowledgments. Guarantor further acknowledges and agrees as follows:

(a) Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations.

(b) This Guaranty is a guaranty of payment and performance and not of collection. Beneficiary shall not be obligated to enforce or exhaust its remedies against Obligor or under the Note before proceeding to enforce this Guaranty.

(c) This Guaranty is a direct guaranty and independent of the obligations of Obligor under the Note. Beneficiary may resort to Guarantor for payment and performance of the Obligations whether or not Beneficiary shall have resorted to any collateral therefor or shall have proceeded against Obligor or any other guarantors with respect to the Obligations. Beneficiary may, at Beneficiary's option, proceed against Guarantor and Obligor, jointly and severally, or against Guarantor only without having obtained a judgment against Obligor.

(d) Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Obligations and this Guaranty and any requirement that Beneficiary protect, secure, perfect or insure any lien or any property subject thereto.

(e) Guarantor agrees that its guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by Beneficiary upon the insolvency, bankruptcy or reorganization of Obligor.

4. Subrogation. Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Guaranty until all Obligations shall have been indefeasibly paid and discharged in full.

5. Representations and Warranties. To induce Beneficiary to extend to Obligor the indebtedness evidenced by the Note, Guarantor represents and warrants that: (a) Guarantor is a duly organized and validly existing corporation in good standing under the laws of the jurisdiction of its organization; (b) this Guaranty constitutes Guarantor's valid and legally binding agreement in accordance with its terms; (c) the execution, delivery and performance of this Guaranty (i) have been duly authorized by all necessary action, (ii) will not violate any order, judgment or decree to which Guarantor or any of its assets may be subject, (iii) will not violate any contractual obligation of the Guarantor or (iv) will not result in a default under any agreement to which Guarantor is a party; and (d) Guarantor is currently solvent and will not be rendered insolvent by providing this Guaranty.

6. Notices. All notices, requests, consents, demands and other communications hereunder (each, a "**Notice**") shall be in writing and delivered to the parties at the addresses set forth herein or to such other address as may be designated by the receiving party in a Notice given in accordance with this section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, or email or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Guaranty, a Notice is effective only (a) with written confirmation of delivery or transmission; (b) upon receipt of the receiving party; and (c) if the party giving the Notice has complied with the requirements of this section.

7. Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that Guarantor may not, without the prior written consent of Beneficiary, assign any of its rights, powers or obligations hereunder. Beneficiary may assign this Guaranty and its rights hereunder without the consent of Guarantor. Any attempted assignment in violation of this section shall be null and void.

8. Governing Law; Service of Process. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ANY CHOICE OF LAW DOCTRINE. EACH PARTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6 HEREOF AND AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY MANNER PERMITTED BY APPLICABLE LAW.

9. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.

10. Cumulative Rights. Each right, remedy and power hereby granted to Beneficiary or allowed it by applicable law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Beneficiary at any time or from time to time.

11. Severability. If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

12. Entire Agreement; Amendments; Headings; Effectiveness. This Guaranty constitutes the sole and entire agreement of Guarantor and Beneficiary with respect to the subject matter hereof and supersedes all previous agreements or understandings, oral or written, with respect to such subject matter. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Guaranty. Delivery of this Guaranty by facsimile or in electronic (i.e., pdf or tif) format shall be effective as delivery of a manually executed original of this Guaranty.

13. Security Agreement. The obligations of the Guarantor under this Guaranty shall be secured by a Security Agreement dated as of the date hereof by and between Guarantor and Beneficiary.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

GUARANTOR:

NEEDZAPPY USA INC.

DocuSigned by:

By: ______________________
7FB8A503429D4A4...

Name: Ryan Davidson
Title: Authorized Signatory

EXHIBIT "J"

This is Exhibit "J" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of June 6, 2024 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), is made by and among **NEEDZAPPY USA INC.**, a Delaware corporation with a business address located at 3115 NW 10th Ter Ste 105, Fort Lauderdale, FL 33309 (the "**Grantor**"), in favor of **CHARGERENT CANADA INC.**, a corporation incorporated under the Canada Business Corporations Act (the "**Secured Party**").

WHEREAS, on the date hereof, the Grantor has entered into a Guaranty (as amended, supplemented or otherwise modified from time to time, the "**Guaranty**"), in favor of the Secured Party, pursuant to which the Grantor, subject to the terms and conditions contained therein, guarantied the obligations of its affiliate, Needzappy Canada Inc. (the "**Obligor**"), owing to the Secured Party under the Note described in the Guaranty; and

WHEREAS, under the terms of this Agreement, the Grantor desires to grant to the Secured Party a security interest in the Collateral, as defined herein, to secure any and all Secured Obligations, as defined herein.

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:

1. DEFINITIONS. All capitalized terms used herein without definitions shall have the respective meanings set forth in the Guaranty. Unless otherwise defined herein, terms used herein that are defined in the Uniform Commercial Code as in effect from time to time in the State of New York (the "**UCC**") shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

2. GRANT OF SECURITY INTEREST. For value received, the Grantor hereby grants to the Secured Party, to secure the payment and performance in full of all of the Secured Obligations (as defined in Section 3 of this Agreement), a security interest in and pledges and assigns to the Secured Party the following properties, assets, and rights of the Grantor, wherever located, whether the Grantor now has or hereafter acquires an ownership or other interest or power to transfer, and all proceeds and products thereof, and all books and records relating thereto (all of the same being hereinafter called the "**Collateral**"): all personal and fixture property of every kind and nature including all goods (including inventory, equipment, and any accessions thereto), instruments (including promissory notes), documents (whether tangible or electronic), accounts (including health-care insurance receivables), chattel paper (whether tangible or electronic), money, deposit accounts, letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, and other contracts rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles (including all payment intangibles).

3. SECURED OBLIGATIONS. This Agreement secures the prompt and full performance and payment of all of the indebtedness, obligations, liabilities, and undertakings of the Grantor to the Secured Party, of any kind or description, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, voluntary or involuntary, now existing or hereafter arising (including, all interest, fees (including attorneys' fees), costs, and expenses that the Grantor is hereby or otherwise required

to pay and perform pursuant to the Guaranty, this Agreement, or any other agreement entered into in connection therewith or herewith (each a "**Loan Document**"), by law or otherwise accruing before and after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to the Grantor, whether or not a claim for post-petition interest, fees or expenses is allowed in such proceeding), irrespective of whether for the payment of money, under or in respect of the Guaranty, this Agreement, or any other Loan Document, including instruments or agreements executed and delivered pursuant thereto or in connection therewith (the "**Secured Obligations**").

4. CHANGES IN LOCATION OF COLLATERAL. The Grantor hereby agrees to notify the Secured Party, in writing or via electronic communication, immediately upon any change in the location of any Collateral and provide the Secured Party with the new location of such Collateral.

5. CHANGES IN GRANTOR. The Grantor hereby agrees to notify the Secured Party, in writing or via electronic communication, at least thirty (30) days before any of the following actions: (a) change in the location of the Grantor's place of business; (b) change in the Grantor's name; (c) change in the Grantor's type of organization; (d) change in the Grantor's jurisdiction of organization; and (e) change in the Grantor's corporate structure.

6. TRANSFER OF COLLATERAL. The Grantor shall not sell, offer to sell, assign, lease, license, or otherwise transfer, or grant, create, permit, or suffer to exist any option, security interest, lien, or other encumbrance in, any part of the Collateral (except for sales or leases of inventory or licenses of general intangibles in the ordinary course of business), without prior written approval from the Secured Party.

7. GRANTOR REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents, warrants, and covenants that: (a) the Grantor owns or has good and marketable title to the Collateral and no other person or organization can make any claim of ownership of any kind on the Collateral; (b) the Grantor has the full power, authority and legal right to grant the security interest in the Collateral; (c) the Collateral is free from any and all claims, encumbrances, rights of setoff or any other security interest or lien of any kind except for the security interest in favor of the Secured Party created by this Agreement and (d) this Agreement creates in favor of the Secured Party a valid security interest in the Collateral, securing payment of the Secured Obligations, and such security interest is first priority. The Grantor will defend the Collateral against all claims and demands made by all persons claiming either the Collateral or any interest in it.

8. GRANTOR COVENANTS AND INSURANCE. The Grantor hereby grants to the Secured Party the right to enter the Grantor's property to inspect the Collateral at any reasonable time, provided that the Secured Party gives the Grantor notice within ten (10) days of any inspection, however in no case shall notice be required if the Secured Party enters the Grantor's property for the purposes of remedying a breach of this Agreement as provided in Section 10 of this Agreement. The Grantor agrees to: (a) maintain the Collateral in good order, repair, and condition at all times; (b) timely pay all taxes, judgments, levies, fees, or charges of any kind levied or assessed on the Collateral; (c) timely pay all rent or mortgage payments of any kind as applicable to any real property upon which any part of the Collateral is located; and (d) have and maintain at all times a hazard insurance policy on the Collateral underwritten by an insurance company, and in an amount, approved by the Secured Party, but in no way shall the amount of insurance be less than the replacement cost of the Collateral. The Grantor hereby assigns to the Secured Party all rights to any proceeds of any insurance procured under

this Section, and authorizes the Secured Party to receive such payments and execute any and all documents required to receive such payments. If the Grantor fails to provide for the insurance as set out in this Section, the Secured Party, in addition to any remedies as set out in Section 10 of this Agreement, may procure the requisite insurance on the Collateral on its own behalf and charge the Grantor with any and all costs of such procurement.

9. PERFECTION OF SECURITY INTEREST. The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral. The Grantor hereby authorizes the Secured Party to file or record any document necessary to perfect, continue, amend, or terminate its security interest in the Collateral, including, but not limited to, any financing statements, including amendments, authorized to be filed under the UCC, without signature of the Grantor where permitted by law, including the filing of a financing statement describing the Collateral as all assets now owned or hereafter acquired by the Grantor, or words of similar effect. The Grantor also hereby ratifies any previously filed documents or recordings regarding the Collateral, including but not limited to, any and all previously filed financing statements.

10. REMEDIES. If Grantor breaches any term hereof or of the Guaranty (each such breach, an "**Event of Default**") and such breach shall be continuing, the Secured Party may do any or all of the following: (a) declare all Secured Obligations immediately due and payable; (b) enter the Grantor's property where the Collateral is located and take possession of the Collateral without demand or legal process; (c) require the Grantor to assemble and make available the Collateral at a specific time and place designated by the Secured Party; (d) sell, lease, or otherwise dispose of the Collateral at any public or private sale in accordance with the law; and (e) enforce payment of the Secured Obligations and exercise any rights and remedies available to the Secured Party under law, including, but not limited to, those rights and remedies available to the Secured Party under Article 9 of the UCC.

11. SECURED PARTY RIGHTS. Any and all rights of the Secured Party provided by this Agreement are in addition to any and all rights available to the Secured Party by law, and shall be cumulative and may be exercised simultaneously. No delay, omission, or failure on the part of the Secured Party to exercise or enforce any of its rights or remedies, either granted under this Agreement or by law, shall constitute an estoppel or waiver of such right or remedy or any other right or remedy. Any and all rights of the Secured Party provided by this Agreement shall inure to the benefit of its successors and assigns.

12. SEVERABILITY AND MODIFICATION. If any of the provisions in this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of the other provisions in this Agreement. No waiver, modification or amendment of, or any other change to, this Agreement will be effective unless done so in a separate writing signed by the Secured Party.

13. NOTICES. Any notice or other communication required or permitted to be given under this Agreement, including, without limitation, notices under Section 4 and Section 5 of this Agreement, shall be given and shall become effective in accordance with the Guaranty.

14. ENTIRE AGREEMENT. This Agreement (including all documents referred to herein) represents the entire agreement between the Grantor and the Secured Party, and supersedes all previous understandings and agreements between the Grantor and the Secured Party, whether oral or written, regarding the subject matter hereof.

15. JURISDICTION. This Agreement will be interpreted and construed according to the laws of the State of New York, including, but not limited to, the UCC, without regard to choice-of-law rules in any jurisdiction.

16. WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OBLIGATIONS HEREUNDER.

17. AMENDMENTS; HEADINGS; EFFECTIVENESS. No amendment or waiver of any provision of this Agreement shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Agreement. Delivery of this Agreement by facsimile or in electronic (i.e., pdf or tif) format shall be effective as delivery of a manually executed original of this Agreement. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor and Secured Party have executed this Security Agreement as of the date first above written.

GRANTOR:

NEEDZAPPY USA INC., as Grantor

DocuSigned by:

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By:__________________________

Name: Ryan Davidson
Title: Authorized Signatory

SECURED PARTY:

CHARGERENT CANADA INC.

DocuSigned by:

Jeremy Birnie

51C0294D46C54FB...

By:__________________________

Name: Jeremy Birnie
Title: Authorized Signatory

EXHIBIT "K"

This is Exhibit "K" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

AMENDMENT TO PURCHASE AGREEMENT

This Amendment Agreement (this "**Agreement**") is made as of the 6th day of June, 2024, among:

CHARGERENT CANADA INC.
(the "**Corporation**")

- and -

NEEDZAPPY CANADA INC.
(the "**Purchaser**")

- and -

NEEDZAPPY INC.
(the "**Parent**")

RECITALS:

A. The Corporation, the Purchaser and the Parent (collectively, the "**Parties**") are parties to an asset purchase agreement dated as of April 21, 2024 (the "**Purchase Agreement**"), pursuant to which the Corporation agreed to sell and transfer to the Purchaser, and the Purchaser agreed to purchase and assume from the Corporation, substantially all of the assets of the Corporation (the "**Transaction**").

B. The Parties wish to amend the terms of the Purchase Agreement subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby confirm, acknowledge, covenant and agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Section 1.1 of the Purchase Agreement is hereby amended by deleting the definition of "Closing Date" in its entirety and replacing it with the following:

   ""**Closing Date**" means June 6, 2024, or such earlier or later date as may be agreed by the parties in writing;"

3. Section 3.3(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

   "On the Closing Date, the Purchaser shall issue a promissory note in the amount of $311,090, being $450,000.00 of the Purchase Price less the amount of the NHL Payment and a portion of the Unearned Revenue (the "**Promissory Note**"). The Promissory Note shall mature on July 31, 2024, unless extended by the mutual agreement of the Parties in writing. The Promissory Note shall be secured by a general security agreement against the present and after acquired personal property of the Purchaser and Needzappy USA Inc. ("**Needzappy USA**")."

4. Section 3.3(c)(i) of the Purchase Agreement is hereby amended by deleting the words"6 months after the Closing Date" and replacing them with "November 15, 2024".

5. Section 5.2(a) of the Purchase Agreement is hereby amended to add the following "(vi) a copy of the Promissory Note duly executed by the Purchaser; (vii) a guaranty of the Promissory Note duly executed by Needzappy USA (the "**Guaranty**"); (viii) a general security agreement securing the obligations of the Purchaser under the Promissory Note against the present and after acquired personal property of the Purchaser, duly executed by the Purchaser; and (ix) a general security agreement securing the obligations of Needzappy USA under the Guaranty against the present and after acquired personal property of Needzappy USA, duly executed by Needzappy USA"

6. The Purchaser shall be solely responsible for any and all costs and expenses incurred by the Corporation in connection with the installation and maintenance of the Purchaser's equipment ("**Installation Costs**"), which Installation Costs shall be treated as a positive adjustment to the Purchase Price and shall be paid in cash at Closing. The Parties acknowledge and agree that, as at the date of this Agreement: (a) the Corporation has incurred Installation Costs of $38,836.74; and (b) the Purchaser has paid $40,961.45 on account of such costs and expenses to date.

7. The Parties acknowledge the existence of the financing statement registered under the *Personal Property Security Act* (Ontario) in favour of TD Canada Trust bearing Registration No. 20210521 1935 1531 8547 (the "**TD Registration**"). The Corporation hereby covenants and agrees that following the Closing of the Transaction, the proceeds from the Deposit shall continue to be held in trust with Miller Thomson LLP until such time as: (a) the TD Registration is discharged; or (b) TD Canada Trust releases the Purchased Assets from the security perfected by the TD Registration. For certainty, the Corporation may utilize the Deposit at any time to repay all or any portion of its indebtedness with TD without the approval of the Purchaser, provided that such repayment results in the discharge or release contemplated above.

8. Except as expressly provided in this Agreement, all the terms and provisions of the Purchase Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the date hereof, each reference in the Purchase Agreement to "this Agreement", "the Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Purchase Agreement, will mean and be a reference to the Purchase Agreement as amended by this Agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to any rules or principles relating to conflicts of laws.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement. Transmission by facsimile or by email of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[*Signature Page Follows*]

THIS AGREEMENT has been executed by the Parties as of the date first written above.

CHARGERENT CANADA INC.

DocuSigned by:

Per: Jeremy Birnie

51C0294D46C54FB...

Name: Jeremy Birnie

Title: Authorized Signatory

I have the authority to bind the corporation

NEEDZAPPY CANADA INC.

Per: ______________________________

Name: Ryan Davidson

Title: Authorized Signatory

I have the authority to bind the corporation

NEEDZAPPY INC.

Per: ______________________________

Name: Ryan Davidson

Title: Authorized Signatory

I have the authority to bind the corporation

THIS AGREEMENT has been executed by the Parties as of the date first written above.

CHARGERENT CANADA INC.

Per: ______________________________

Name: Jeremy Birnie
Title: Authorized Signatory
I have the authority to bind the corporation

NEEDZAPPY CANADA INC.

DocuSigned by:

Per: ______________________________

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Name: Ryan Davidson
Title: Authorized Signatory
I have the authority to bind the corporation

NEEDZAPPY INC.

DocuSigned by:

Per: ______________________________

7FB8A503429D4A4...

Name: Ryan Davidson
Title: Authorized Signatory
I have the authority to bind the corporation

EXHIBIT “L”

This is Exhibit "L" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

Sarkis, Mryam

From:	Tom Greenberg <tom@needzappy.com>
Sent:	October 17, 2024 12:03 PM
To:	Jeremy Birnie
Cc:	Jeff Levy; Ryan Davidson; Patrick Leung; Kelsey Tracewski; Ellis, Larry; Massie, Sam; Fox, Harrison
Subject:	[**EXT**] Re: Due Diligence - Initial Request List

Agreed. Thank you.

From: Jeremy Birnie <jbirnie@wabicorp.com>
Sent: Wednesday, October 16, 2024 6:50:43 PM
To: Tom Greenberg <tom@needzappy.com>
Cc: Jeff Levy <jlevy@levyzavet.com>; Ryan Davidson <ryan@needzappy.com>; Patrick Leung <patrick@needzappy.com>; Kelsey Tracewski <kelsey@needzappy.com>; Ellis, Larry <lellis@millerthomson.com>; Massie, Sam <smassie@millerthomson.com>; Fox, Harrison <hfox@millerthomson.com>
Subject: Re: Due Diligence - Initial Request List

Tom,

In order to get this done I can accept a final sale price of $900,000.

Agreed?

Jeremy Birnie | CEO | Wabi Iron & Steel Corp. | c: 416.427.7556 | www.wabicorp.com

On 16 Oct 2024, at 5:16 PM, Tom Greenberg <tom@needzappy.com> wrote:

All,

Please see attached. I added our comments in red.

<image001.png>

Tom Greenberg
ZEO, Zappy

tom@needzappy.com

(416) 830-7302 | (786) 459-6202

<image002.png>

77 Martin Ross Ave, Toronto, Ontario, M3J 2L53, Canada

3115 NW 10 Ter #105, Fort Lauderdale, Florida, 33309, USA

From: Jeremy Birnie <jbirnie@wabicorp.com>
Sent: Tuesday, October 15, 2024 7:32 PM
To: Tom Greenberg <tom@needzappy.com>
Cc: Jeff Levy <jlevy@levyzavet.com>; Ryan Davidson <ryan@needzappy.com>; Patrick Leung <patrick@needzappy.com>; Kelsey Tracewski <kelsey@needzappy.com>; Ellis, Larry <lellis@millerthomson.com>; Massie, Sam <smassie@millerthomson.com>; Fox, Harrison <hfox@millerthomson.com>
Subject: RE: Due Diligence - Initial Request List

EXHIBIT “M”

This is Exhibit "M" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

Sarkis, Mryam

From: Massie, Sam <smassie@millerthomson.com>
Sent: July 29, 2024 1:38 PM
To: Jeff Levy; Jerome Maraj
Cc: Polisuk, Ian
Subject: RE: Chargerent / Zappy [MTDMS-Legal.FID12621963]

Jerome, can you please get back to us on this? The note is due Wednesday and we need to understand whether it will be paid out.

Thank you,
Sam

SAM MASSIE
Partner

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
Toronto, Ontario | M5H 3S1
T +1 416.595.8641
smassie@millerthomson.com

From: Massie, Sam <smassie@millerthomson.com>
Sent: Friday, July 26, 2024 9:29 AM
To: Jeff Levy <jlevy@levyzavet.com>; Jerome Maraj <jmaraj@levyzavet.com>
Cc: Polisuk, Ian <ipolisuk@millerthomson.com>
Subject: RE: Chargerent / Zappy [MTDMS-Legal.FID12621963]

Hi Jerome, any update?

Thanks,
Sam

SAM MASSIE
Partner

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
Toronto, Ontario | M5H 3S1

T +1 416.595.8641
smassie@millerthomson.com

Subscribe to our newsletters

From: Massie, Sam <smassie@millerthomson.com>
Sent: Thursday, July 25, 2024 9:12 AM
To: Jeff Levy <jlevy@levyzavet.com>; Jerome Maraj <jmaraj@levyzavet.com>
Cc: Polisuk, Ian <ipolisuk@millerthomson.com>
Subject: RE: Chargerent / Zappy [MTDMS-Legal.FID12621963]

Thanks, Jeff.

Jerome, any luck with an update?

Thanks,
Sam

SAM MASSIE
Partner

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
Toronto, Ontario | M5H 3S1
T +1 416.595.8641
smassie@millerthomson.com

Subscribe to our newsletters

From: Jeff Levy <jlevy@levyzavet.com>
Sent: Tuesday, July 23, 2024 6:01 PM
To: Massie, Sam <smassie@millerthomson.com>; Jerome Maraj <jmaraj@levyzavet.com>
Cc: Polisuk, Ian <ipolisuk@millerthomson.com>
Subject: [**EXT**] Re: Chargerent / Zappy [MTDMS-Legal.FID12621963]

Hi,

@Jerome Maraj will follow up with our client and revert back.

Jeff Levy, HBSc, MBA, CFA, AMP, JD
Managing Partner
LEVY ZAVET PC, Lawyers

WE MOVED! We are at:
301-23 Lesmill Rd., Toronto, ON, M3B 3P6

D: 416.477.5941 | **T:** 416.777.2244 x 770
F: 416.477.2847 | **E:** JLevy@LevyZavet.com
**On behalf of Jeff Levy Professional Corporation*

From: Massie, Sam <smassie@millerthomson.com>
Sent: Tuesday, July 23, 2024 5:52 PM
To: Jeff Levy <jlevy@levyzavet.com>
Cc: Polisuk, Ian <ipolisuk@millerthomson.com>; Jerome Maraj <jmaraj@levyzavet.com>
Subject: Chargerent / Zappy [MTDMS-Legal.FID12621963]

Hi Jeff,

Just touching base on the Chargerent / Zappy file. We're approaching the maturity date of the VTB Note. Can you please confirm whether your client will be in a position to pay it next week?

Thanks,
Sam

SAM MASSIE
Partner

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
Toronto, Ontario | M5H 3S1
T +1 416.595.8641
smassie@millerthomson.com

le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à www.millerthomson.com

LevyZavet.com | 23 Lesmill Rd, Suite 301, Toronto, ON, M3B 3P6

If we are acting on your real estate closings, incorporations or wills & POAs you are deemed to have accepted our retainer agreements found here.
Please leave us a positive review on Google.

EXHIBIT "N"

This is Exhibit "N" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

Sarkis, Mryam

From: Jeremy Birnie <jbirnie@wabicorp.com>
Sent: July 30, 2024 5:01 PM
To: Ryan Davidson
Cc: Tom Greenberg; Massie, Sam; Polisuk, Ian
Subject: [**EXT**] Payment due July 31
Attachments: Contract Assignments - Status - July 30, 2024.xlsx

Hi Ryan,

As discussed, the VTB Note is due tomorrow in the amount of $308,965.29. I understand that you won't be in a position to pay until Friday at the earliest, and the end of next week at the latest. I can agree to extend the maturity of the VTB Note in exchange for the following:

1. You pay the full amount outstanding under the Purchase Agreement (the "**Outstanding Amount**") by next Friday, August 9th 2024. For certainty, the Outstanding Amount is equal to $546,327, which is comprised of (see attached for details):

   a. the VTB Note, in the amount of $308,965.29; plus
   b. the holdback amount described in Section 3.3(c) of the Purchase Agreement, in the amount of $237,361.71 (the "**Holdback Amount**").

2. In the event that the Outstanding Amount is not paid on or before August 9th 2024, I will want to add the Holdback Amount to the existing security package, such that the full Outstanding Amount will be guaranteed by NeedZappy USA Inc. and secured against the present and after acquired personal property of NeedZappy Canada Inc. and NeedZappy USA Inc. In addition, I will want to bring forward the due date on the Holdback Amount from November 15th 2024 to September 15th 2024. The VTB Note amount will remain due August 9th.

Please let me know if this works for you and I'll have my lawyers draft a simple extension to next Friday.

Call or email me to discuss as needed.

Thank you,

Jeremy

A Proud Century of Engineering Innovation

Jeremy Birnie | CEO
Wabi Iron & Steel Corp.

P: 416-427-7556 | Fax: 705-647-6954
E: jbirnie@wabicorp.com | wabicorp.com

EXHIBIT “O”

This is Exhibit "O" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

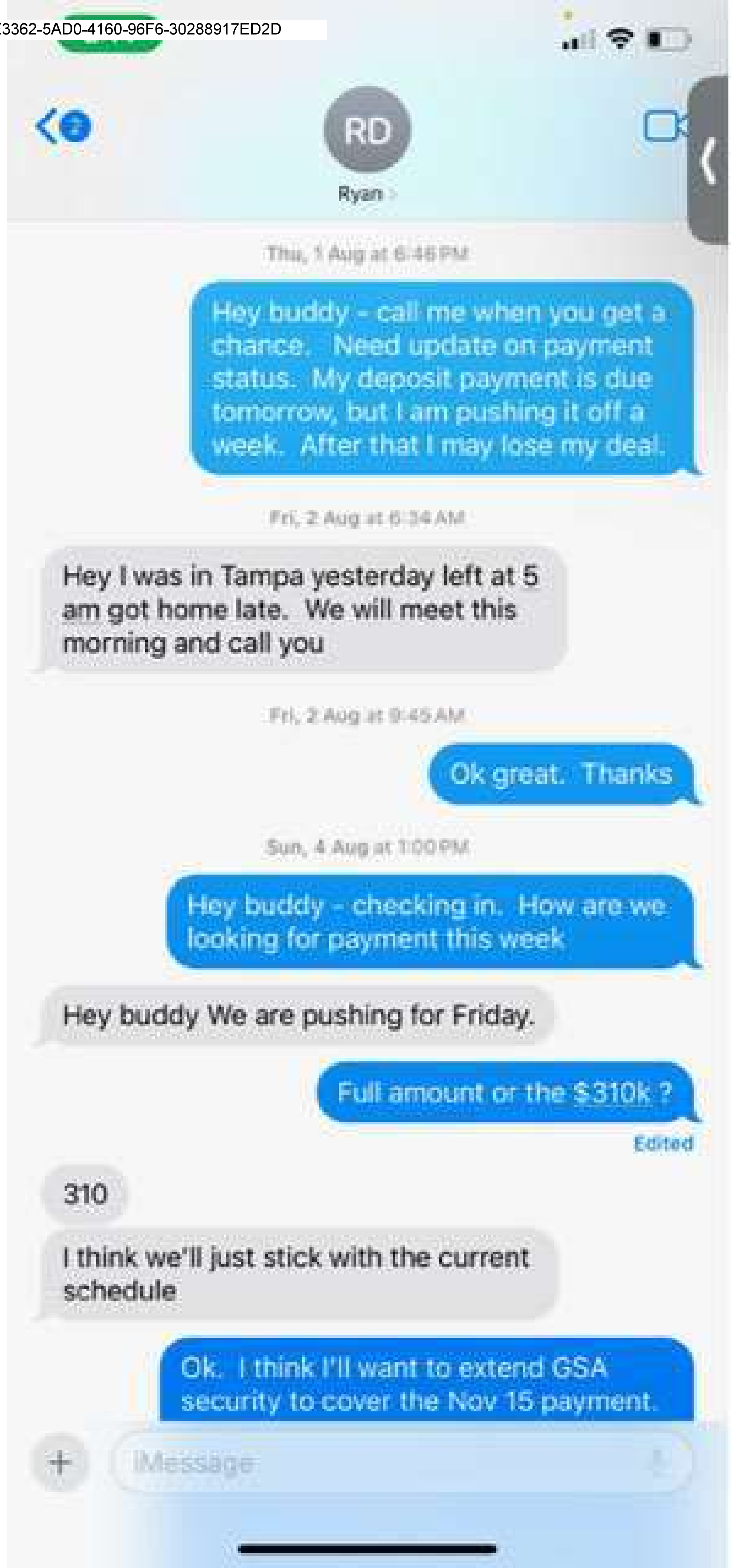
Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

Docusign Envelope ID: C11E3362-5AD0-4160-96F6-30288917ED2D



RD

Ryan

Ok. I think I'll want to extend GSA security to cover the Nov 15 payment. Are you ok with that?

I'm pushing the seller on this house deal for an extended closing to collect from you first. Security on that final payment will help with that conversation.

Workable ?

The concern being that we will miss the Nov 15 date and then I will have to push the closing further. They are already skeptical of the Nov 15 date as it is.

Wed, 7 Aug at 12:02 PM

Hey buddy - how are you. Looking for update on payment. And extension of GSA to include final payment.

Thu, 8 Aug at 11:02 PM

payment happening tomorrow?

Fri, 9 Aug at 8:41 AM

Hey buddy - how are you

Fri, 9 Aug at 10:17 AM

Call me today, please. Need update on

iMessage

RD

Ryan

Fri, 9 Aug at 10:17 AM

Call me today, please. Need update on payment.

Fri, 9 Aug at 12:56 PM

Hey buddy, sorry I'm free in an hour. We have a call with the Investor and their lawyers trying to push them to close. I'll have an update soon. The money is coming for sure. It's just a matter of when it won't be today but it's any day now.

I'll have a better update for you after I speak to them

Ok, thanks. Let's connect after you speak to them. Today?

If possible, I would really love to get it all cleared now (including November payment). Then we can focus on growing the business and I won't have these issues hanging over me (and you guys).

Edited

Mon, 12 Aug at 10:56 AM

Status of payment ?

Call me today for update please.

Tue, 13 Aug at 2:52 PM

iMessage

EXHIBIT "P"

This is Exhibit "P" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

wabi

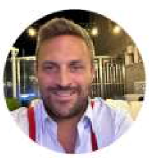
A Proud Century of Engineering Innovation

Jeremy Birnie | CEO
Wabi Iron & Steel Corp.

P: 416-427-7556 | Fax: 705-647-6954
E: jbirnie@wabicorp.com | wabicorp.com

From: Ryan Davidson <ryan@needzappy.com>
Sent: August 12, 2024 12:50 PM
To: Jeremy Birnie <jbirnie@wabicorp.com>
Cc: Tom Greenberg <tom@needzappy.com>; Massie, Sam <smassie@millerthomson.com>; Ian Polisuk <ipolisuk@millerthomson.com>; Patrick Leung <patrick@needzappy.com>
Subject: Re: Payment due July 31

Our investor is here in Miami today finalizing his diligence with me. We have meetings today and tomorrow and he is committed to close this week. We expect to be able to close within the next 5-10 days latest.



Zappy Stay Positive

RYAN DAVIDSON
Founder and Co-ZEO
416-357-3277
Ryan@needzappy.com
@needzappy
www.needzappy.com

LEEHEY RAMON
Executive Assistant
+1-704-576-8649
leehey@needzappy.com

Well Being Notice: Receiving this email outside of normal working hours? Managing work and life responsibilities is unique for everyone. I have sent this email at a time that works for me. Please respond at a time that works for you.

From: Jeremy Birnie <jbirnie@wabicorp.com>
Sent: Monday, August 12, 2024 12:46:02 PM
To: Ryan Davidson <ryan@needzappy.com>
Cc: Tom Greenberg <tom@needzappy.com>; Massie, Sam <smassie@millerthomson.com>; Ian Polisuk <ipolisuk@millerthomson.com>; Patrick Leung <patrick@needzappy.com>
Subject: Re: Payment due July 31

Hi Ryan,

I need an update on status of the July 31 payment.

As noted below, I had been planning on receipt of the July 31 payment by now. This delay is causing issues on my side that are not workable.

I need an update today.

Jeremy Birnie | CEO | Wabi Iron & Steel Corp. | c: 416.427.7556 | www.wabicorp.com

On 9 Aug 2024, at 10:22 AM, Jeremy Birnie <jbirnie@wabicorp.com> wrote:

Ryan,

Please advise status of payment. I was planning for July 31. Needed urgently.

Jeremy Birnie | CEO | Wabi Iron & Steel Corp. | c: 416.427.7556 | www.wabicorp.com

On 7 Aug 2024, at 12:19 PM, Jeremy Birnie <jbirnie@wabicorp.com> wrote:

Ryan / Tom / Patrick,

Following up from my note below. Please confirm status of the payment due July 31st. I need that payment done this week. As discussed previously, I have significant payments owing on my side and this delay is causing a lot of stress. Please confirm status today.

Also, given the ongoing delay, I would like to extend the GSA security to include the final payment. Please confirm.

Call me to discuss if needed.

Thank you,

Jeremy

<image001.jpg>
A Proud Century of Engineering Innovation

Jeremy Birnie | CEO
Wabi Iron & Steel Corp.

P: 416-427-7556 | Fax: 705-647-6954
E: jbirnie@wabicorp.com | wabicorp.com

<image002.jpg>

<image003.jpg>

<image004.jpg>

<image005.jpg>

<image006.jpg>

EXHIBIT "Q"

This is Exhibit "Q" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

MACERICH

February 26, 2025

***Via* Overnight Mail**
Chargerent Canada Inc.
50 Carrol Street
Toronto, ON M4M 3G3
Canada

To Whom It May Concern:

Specialty License Agreements between entities set forth in Exhibit A attached hereto ("Licensor") and Needzappy USA, Inc, ("Licensee") where previously conducted business as Zappy a Specialty License Agreement. The Licensee recently vacated the center and abandoned property therein.

We have received and reviewed the UCC Financing Statement against Licensee, which you caused to be filed with the Delaware Secretary of State on June 6, 2024, identified as Filing Number 2024 3817218. As a courtesy, I have enclosed herein a copy of the aforementioned UCC Financing Statement. Demand is hereby made that you contact the undersigned within ten (10) days from the date of this notice, to arrange access for your authorized representative to remove the property remaining in the Center.

If we do not hear from you in the aforementioned time period, Licensor may elect to hold you liable for Licensor's costs associated with removing, storing and/or disposing of the property. In an effort to avoid the assessment of any storage or disposal costs of the property, demand is again hereby made that you immediately make arrangements with Licensor to access the Center and remove the property. Please contact the undersigned at Laurel.Hartman@macerich.com or 424-229-3393 within ten (10) days from the date of this notice, to arrange access for your authorized representative to remove the subject property remaining in the premises. Your anticipated, prompt attention to this matter is appreciated.

Very truly yours,

Laurel A. Hartman-Dufau
AVP Litigation Paralegal, Legal Operations

Encl.

cc: General Managers, Dillon Curtis, Gabrielle Townsend

Exhibit A

Center	Licensor	Licensee	General Manager Contact Information
Arrowhead Towne Center	Arrowhead Towne Center LLC, a Delaware limited libility company	Needzappy USA, Inc.	Gabby Ochoa 623-334-6262
Chandler Fashion Center	TWC Chandler LLC, a Delaware limited libility company	Needzappy USA, Inc.	Monica Greenman 602-320-4320
Danbury Fair	Danbury Mall, LLC, a Delaware limited libility company	Needzappy USA, Inc.	Frank Lucia 732-577-1300
Deptford Mall	Macerich Deptford LLC, a Delaware limited libility company	Needzappy USA, Inc.	Frank Lucia 732-577-1300
Desert Sky Mall	Deseret Sky Mall LLC, a Delaware limited libility company	Needzappy USA, Inc.	Zeke Valenzuela 623-245-1404 x222
Eastland Mall	SM Eastland Mall, LLC, a Delaware limited libility company	Needzappy USA, Inc.	Shawn Hayden 812-477-7171
Fashion District Philadelphia-907 Market	PR 907 Market LP, a Delaware limited partnership	Needzappy USA, Inc.	Mackenzie Fontaine 443-823-1885
Fashion District Philadephia-Gallery I	PR Gallery I Limited Partnership, a Pennsylvania limited partnership	Needzappy USA, Inc.	Mackenzie Fontaine 443-823-1885
Fashion District Philadephia-Gallery II	Keystone Philadelphia Properties, L.P., a Pennsylvania limited partnership	Needzappy USA, Inc.	Mackenzie Fontaine 443-823-1885
Fashion Outlets of Chicago	Fashion Outlets of Chicago LLC, a Delaware limited libility company	Needzappy USA, Inc.	Jim Hansen 847-928-7515
Fashion Outlets of Niagara Falls	Macerich Niagara LLC, a Delaware limited libility company	Needzappy USA, Inc.	John Doran 716-205-1807
Flatiron Crossing	Flatiron Property Holding, L.L.C., a Delaware limited libility company	Needzappy USA, Inc.	Kate Taggart 303-464-2466
Freehold Raceway Mall	Freemall Associates, LLC, a Delaware limited libility company	Needzappy USA, Inc.	Frank Lucia 732-577-1300
Fresno Fashion Fair	Macerich Fresno Limited Partnership, a California limited partnership	Needzappy USA, Inc.	Joey Elliot 559-389-7414
Green Acres	Valley Stream Green Acres LLC, a Delaware limited libility company	Needzappy USA, Inc.	Joe Floccari 516-612-9321
Inland Center	WM Inland Investors IV LP, a Delaware limited partnership	Needzappy USA, Inc.	Arun Parmar 909-381-2481
Kings Plaza	Brooklyn Kings Plaza LLC, a Delaware limited libility company	Needzappy USA, Inc.	Emma Dawson 718-253-6844
Lakewood Center	Macerich Lakewood LP, a Delaware limited partnership	Needzappy USA, Inc.	Deena Henry 562-232-1900
Los Cerritos Center	Macerich Cerritos, LLC, a Delaware limited libility company	Needzappy USA, Inc.	Deena Henry 562-232-1900
NorthPark Mall	North Park Mall LLC, a Delaware limited libility company	Needzappy USA, Inc.	Jerry Jones 563-391-6773
Pacific View	Macerich Buenaventure Limited Partnership, a California limited partnership	Needzappy USA, Inc.	Leisha Pomare 805-495-4628
Queens Center	Queens Center SPE LLC, a Delaware limited libility company	Needzappy USA, Inc.	Steve DeClara 718-592-3901
Scottsdale Fashion Square	Scottsdale Fashion Square, LLC., a Delaware limited libility company	Needzappy USA, Inc.	David Hyatt 480-922-1686
South Plains Mall	Macerich South Plains LP, a Delaware limited partnership	Needzappy USA, Inc.	Beth Bridges 806-792-4654 x226
SouthPark Mall	Macerich South Park Mall LLC, a Delaware limited libility company	Needzappy USA, Inc.	Jerry Jones 563-391-6773
Stonewood Center	Macerich Stonewood, LLC, a Delaware limited libility company	Needzappy USA, Inc.	Deena Henry 562-232-1900
Superstition Springs Center	East Mesa Mall L.L.C., a Delaware limited libility company	Needzappy USA, Inc.	MaryLou Ruiz 480-396-7701
Tysons Corner Center	Tysons Corner Holdings LLC, a Delaware limited libility company	Needzappy USA, Inc.	Mackenzie Fontaine 703-770-1146
Valley Mall	SM Valley Mall LLC, a Delaware limited libility company	Needzappy USA, Inc.	Cortney Carderelli 540-433-1797
Valley River Center	Macerich Valley River Center LLC, a Delaware limited libility company	Needzappy USA, Inc.	Rob McOmie 541-683-5511 x255
Victor Valley, The Mall of	Macerich Victor Valley LP, a Delaware limited partnership	Needzappy USA, Inc.	Laura Andre 760-241-4043
Vintage Faire Mall	Macerich Vintage Faire Limited Partnership, a Delaware limited partnership	Needzappy USA, Inc.	Kelly Tallant 209-408-1835
Washington Square	PPR Washington Square LLC, a Delaware limited libility company	Needzappy USA, Inc.	Maria Halstead 503-352-8876
Wilton Mall	Wilton Mall, LLC, a Delaware limited libility company	Needzappy USA, Inc.	Mike Shaffer 518-583-2138

Delaware

The First State

CERTIFICATE

SEARCHED JANUARY 24, 2025 AT 11:38 A.M.
FOR DEBTOR, NEEDZAPPY USA, INC.

1 OF 1 FINANCING STATEMENT 20243817218

EXPIRATION DATE: 06/06/2029

DEBTOR:	*NEEDZAPPY USA INC.*	
	3115 NW 10TH TER., STE 105	*ADDED 06-06-24*
	FORT LAUDERDALE, FL US 33309	
SECURED:	*CHARGERENT CANADA INC.*	
	50 CARROL STREET	*ADDED 06-06-24*
	TORONTO, ON CA M4M3G3	

F I L I N G H I S T O R Y

20243817218 FILED 06-06-24 AT 6:32 P.M. FINANCING STATEMENT

E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, NEEDZAPPY USA, INC. AS OF DECEMBER 18, 2024 AT 11:59 P.M.

Kristopher E. Knight, Acting Secretary of State

20260353409-UCC11
SR# 20250242169

Authentication: 202770706
Date: 01-24-25

You may verify this certificate online at corp.delaware.gov/authver.shtml

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Pryor Cashman LLP
7 Times Square
New York, NY 10036
Attn: Toma Brown, Paralegal

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Delaware Department of State
U.C.C. Filing Section
Filed: 06:32 PM 06/06/2024
U.C.C. Initial Filing No: 2024 3817218

Service Request No: 20242802868

Print Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: Needzappy USA Inc.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3115 NW 10th Ter., Ste 105	Fort Lauderdale	FL	33309	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: Chargerent Canada Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
50 Carrol Street	Toronto	ON	M4M 3G3	CAN

4. COLLATERAL: This financing statement covers the following collateral:

All personal and fixture property of every kind and nature including all goods (including inventory, equipment, and any accessions thereto), instruments (including promissory notes), documents (whether tangible or electronic), accounts (including health-care insurance receivables), chattel paper (whether tangible or electronic), money, deposit accounts, letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, and other contracts rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles (including all payment intangibles).

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
DE SOS

EXHIBIT "R"

This is Exhibit "R" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

August 13, 2024

Sam Massie
Direct Line: 416.595.8641
smassie@millerthomson.com

NeedZappy Canada Inc.
NeedZappy USA Inc.
3115 NW 10th Ter Ste 105
Fort Lauderdale, FL 33309

Attention: Ryan Davidson

Dear Mr. Davidson:

Re: Promissory Note dated June 6, 2024 (the "Promissory Note") issued by NeedZappy Canada Inc. (the "Borrower") to and in favour of Chargerent Canada Inc. (the "Lender"), and guaranteed by NeedZappy USA Inc. (the "Guarantor" and together with the Borrower, collectively, the "Obligors")

As you know, we are counsel to the Lender in the above noted matter.

The Borrower is indebted to the Lender under the Promissory Note in the amount of CAD$308,965.29, which amount is exclusive of professional fees, which continue to accrue (the "**Indebtedness**"). Pursuant to a guarantee dated June 6, 2024 (the "**Guaranty**"), the Guarantor guaranteed the Indebtedness.

As security for the Indebtedness, the Obligors granted to the Lender a general and continuing security interest in all of the Obligors' right, title and interest in and to, *inter alia*, all present and after-acquired personal property and undertaking of the Obligors (the "**Security**") pursuant to: (a) the general security agreement executed by the Borrower in favour of the Lender, dated June 6, 2024 (the "**Canadian Security Agreement**"); and (b) the security agreement executed by the Guarantor in favour of the Lender, dated June 6, 2024 (the "**US Security Agreement**" and together with the Canadian Security Agreement, the "**Security Agreements**")

The Obligors are in default under the Promissory Note and the Security Agreements by virtue of their failure to make payments under the Promissory Note when due. On behalf of the Lender, we hereby demand immediate payment of the Indebtedness and declare that, pursuant to the terms of the Promissory Note and the Security Agreements, all of the Obligors' indebtedness to the Lender is now immediately due and payable.

Please be advised that unless payment or arrangements satisfactory to the Lender for payment are made forthwith, the Lender will take such further steps as it deems necessary to recover the Indebtedness. Those steps may include, without limitation, the enforcement of the Security held by the Lender by way of the appointment of a receiver, receiver and manager, interim-receiver or trustee.

We enclose herewith a Notice of Intention to Enforce Security issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act.* The Lender reserves the right to proceed with the enforcement of its Security at any time prior to the time specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

The Lender specifically reserves the right to take such proceedings as may be necessary to protect its interest in the collateral subject to the Security.

Yours truly,

MILLER THOMSON LLP

Per:

Sam Massie
LP/

NOTICE OF INTENTION TO ENFORCE SECURITY
(SUBSECTION 244(1) OF THE BANKRUPTCY AND INSOLVENCY ACT)

To: **NEEDZAPPY CANADA INC.** (the "**Debtor**") (an insolvent person)

TAKE NOTICE THAT:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the *Personal Property Security Act* (Ontario).

2. **MOBILE LOCKER SOLUTIONS INC. (formerly Chargerent Canada Inc.)** (the "**Secured Party**"), a secured creditor, intends to enforce its security on the Debtor's property, being all of the Debtor's present and after-acquired assets, property and undertaking (other than Consumer Goods) including, without limitation, Goods (including Inventory and Equipment), Accounts, Chattel Paper, Documents of Title, Instruments, Intangibles, Money, Securities and Proceeds now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing).

3. The security that is to be enforced is further described in the general security agreement dated June 6, 2024, executed by the Debtor in favour of the Secured Party and referred to herein as the "**Security**".

4. The total amount of indebtedness secured by the Security as at the present time is CAD$308,965.29, which amount is exclusive of professional fees, which continue to accrue.

5. The Secured Party will not have the right to enforce the Security until after the expiry of the ten-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

[*Signature Page Follows*]

DATED at Toronto this 13th day of August, 2024.

MOBILE LOCKER SOLUTIONS INC.

By its Solicitors
Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, ON M5H 3S1

Per: ______________________________
Sam Massie

EXHIBIT “S”

This is Exhibit "S" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

December 19, 2024

Sam Massie
Direct Line: 416.595.8641
smassie@millerthomson.com

NeedZappy Inc.
NeedZappy Canada Inc.
NeedZappy USA Inc.
3115 NW 10th Ter Ste 105
Fort Lauderdale, FL 33309

Attention: Ryan Davidson

Dear Mr. Davidson:

Re: Promissory Note dated June 6, 2024 issued by NeedZappy Canada Inc. (the "Borrower") to and in favour of Chargerent Canada Inc. (now Mobile Locker Solutions Inc. and referred to herein as the "Lender"), and guaranteed by NeedZappy USA Inc. (the "Guarantor" and together with the Borrower, collectively, the "Obligors")

As you know, we are counsel to the Lender in the above noted matter.

Reference is made to: (a) that certain promissory note dated June 6, 2024 in the original principal amount of $308,965.29 (the "**Loan**"), made and executed by the Borrower in favor of the Lender (the "**Note**"); (b) the general security agreement dated June 6, 2024, executed by the Borrower in favour of the Lender, (the "**Canadian Security Agreement**"); (c) the guaranty dated June 6, 2024, executed by the Guarantor in favour of the Lender (the "**Guaranty**"); and (d) the security agreement dated June 6, 2024, executed by the Guarantor in favour of the Lender (the "**US Security Agreement**" and together with the Canadian Security Agreement, the "**Security Agreements**" and together with the Note, the Guarantee and any and all other documents evidencing, securing and/or governing the Loan, whether now existing or hereafter executed and delivered, collectively, the "**Loan Documents**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents.

This shall confirm that Borrower has defaulted under and breached the terms of the Note by failing to pay to Lender the Principal Amount by the Maturity Date, being July 31, 2024 (the "**Maturity Default**"). This shall also confirm that the Maturity Default constitutes an Event of Default under the terms of the Note.

Pursuant to the terms of the asset purchase agreement dated April 21, 2024 (the "**Purchase Agreement**") among the Lender, the Borrower and NeedZappy Inc. ("**NeedZappy**"), the Borrower and NeedZappy are further indebted to the Lender in the amount of $122,175.71 (the "**Assignment Amount**"), as set out in Section 3.3(c) of the Purchase Agreement. The Assignment Amount was due and payable on November 15, 2024, and constitutes a secured obligation of the Borrower under the Canadian Security Agreement.

As of the date hereof, the total amount outstanding under the Note and the Purchase Agreement is equal to $431,141 plus legal fees, costs, and expenses, which continue to accrue (collectively, the "**Obligations**"). The Obligations are immediately due and payable by the Obligors to the Lender.

Demand is hereby made, without prejudice to any of Lender's rights or remedies under the terms of the Loan Documents or the Purchase Agreement, that Obligors deliver to the Lender, by way of wire transfer or certified check made payable to Lender, repayment of all of the Obligations as of the date of said payment, including all of those additional amounts which accrue after the date of this letter. You should contact me prior to payment in order to obtain the exact amount of the Obligations as of the date of said payment.

The Lender also hereby demands possession of the collateral described in the Security Agreements (the "**Collateral**"), and that the Collateral be assembled, collected and surrendered to Lender. We enclose herewith a Notice of Intention to Enforce Security issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act.* The Lender reserves the right to proceed with the enforcement of its Security under the Canadian Security Agreement at any time prior to the time specified in the enclosed notice in those circumstances where such earlier enforcement may be permitted by law. Please contact me regarding the logistical arrangements for the surrender and delivery of the Collateral.

This letter is written without prejudice to those certain rights and remedies available to Lender under the Loan Documents and applicable law, including with respect to any existing breach, default or Event of Default under the terms of the Loan Documents. Lender's voluntary forbearance, if any, from exercising any of its rights or remedies under the terms of the Loan Documents is not intended (and should not be construed) as an agreement to forbear and/or a waiver of Lender's rights and remedies under the Loan Documents and/or applicable law, all of which are reserved and preserved by Lender. Further, please take notice that no communication, written or oral, that Obligors (or any representative thereof) has had, or may have, with Lender (or any representative of Lender) concerning any modification, renewal, extension or restructure of the Loan Documents, in any way modifies the terms of the Loan Documents, and does not constitute consent to any breach, default or Event of Default or a waiver by Lender of any of the remedies described in the Loan Documents. For the further avoidance of doubt, please take notice that any communication, written or oral, that Obligors (or any representative thereof) has had, or may have, with Lender (or any representative of Lender) concerning any demand for payment of any principal, interest or any other amounts due to Lender and/or the acceptance of any payments of any principal, interest or any other amounts due to Lender, does not and shall not: (i) constitute a commitment by Lender to enter into any amendment, restatement, waiver or other modification of any of the Loan Documents; (ii) constitute an agreement by Lender to forbear from exercising any of its rights or remedies under any of the Loan Documents; (iii) cure or waive any existing default under or breach of any of the Loan Documents, including any breach, default or Event of Default; (iv) cause the modification or amendment of any of the Loan Documents; (v) establish a course of conduct or dealing; and/or (vi) waive, limit, modify or prejudice any of Lender's rights and remedies under any of the Loan Documents.

Yours truly,

MILLER THOMSON LLP

Per: SMassie

Sam Massie
LP/

NOTICE OF INTENTION TO ENFORCE SECURITY
(SUBSECTION 244(1) OF THE BANKRUPTCY AND INSOLVENCY ACT)

To: **NEEDZAPPY CANADA INC.** (the "**Debtor**") (an insolvent person)

TAKE NOTICE THAT:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the *Personal Property Security Act* (Ontario).

2. **MOBILE LOCKER SOLUTIONS INC. (formerly Chargerent Canada Inc.)** (the "**Secured Party**"), a secured creditor, intends to enforce its security on the Debtor's property, being all of the Debtor's present and after-acquired assets, property and undertaking (other than Consumer Goods) including, without limitation, Goods (including Inventory and Equipment), Accounts, Chattel Paper, Documents of Title, Instruments, Intangibles, Money, Securities and Proceeds now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing).

3. The security that is to be enforced is further described in the general security agreement dated June 6, 2024, executed by the Debtor in favour of the Secured Party and referred to herein as the "**Security**".

4. The total amount of indebtedness secured by the Security as at the present time is CAD$431,141, which amount is exclusive of professional fees, which continue to accrue.

5. The Secured Party will not have the right to enforce the Security until after the expiry of the ten-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

[***Signature Page Follows***]

DATED at Toronto this 19th day of December, 2024.

MOBILE LOCKER SOLUTIONS INC.

By its Solicitors
Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, ON M5H 3S1

SMassie

Per: ______________________________
Sam Massie

EXHIBIT "T"

This is Exhibit "T" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

Febarury 11, 2025

Craig Mills
Direct Line: 416.595.8596
cmills@millerthomson.com

NeedZappy Canada Inc.
NeedZappy USA Inc.
NeedZappy Inc.
3115 NW 10th Ter Ste 105
Fort Lauderdale, FL 33309

Attention: Ryan Davidson

Dear Mr. Davidson:

Re: Foreclosure Notice dated as of the date hereof (the "Foreclosure Notice") delivered by Chargerent Canada Inc. (now Mobile Locker Solutions Inc.) (the "Secured Creditor") to NeedZappy Inc., NeedZappy Canada Inc. (the "Borrower"), and NeedZappy USA Inc. (the "Guarantor", and together with the Borrower, the "Debtors")

On June 6, 2024, the Borrower and Secured Creditor executed a promissory note in the original principal amount of $308,965.29 (the "**Promissory Note**"). The Borrower has defaulted on its obligations to the Secured Creditor under the Promissory Note.

This letter serves as formal notice that the Secured Creditor, in accordance with subsection 65(2) of the *Personal Property Security Act (Ontario)* ("**PPSA**") and Section 9-621 of the Uniform Commercial Code of the State of New York ("**UCC**"), is initiating foreclosure proceedings on the personal property secured by (a) the general security agreement executed by the Borrower in favour of the Secured Creditor, dated June 6, 2024 (the "**Canadian Security Agreement**"); and (b) the security agreement executed by the Guarantor in favour of the Secured Creditor, dated June 6, 2024 (the "**US Security Agreement**" and together with the Canadian Security Agreement, the "**Security Agreements**").

Accordingly, we enclose herewith a Notice of Foreclosure issued pursuant to subsection 65(2) of the PPSA and Section 9-621 of the UCC.

The collateral consists of all present and after-acquired personal property and undertaking of the Debtors, as described in detail in the Security Agreements (the "**Collateral**"). For certainty, the Collateral includes, but is not limited to, all Goods, Chattel Paper, Documents of Title, Instruments, Intangibles, Securities, inventory, equipment, accounts, contractual rights, and intellectual property owned by the Debtors. The Secured Creditor intends to accept the Collateral secured by the Security Agreements in full satisfaction of the obligations unless the Collateral is redeemed.

As you will see, the amount required to satisfy the obligations secured by the Security Agreements is the principal amount of $431,141 plus all legal fees and expenses incurred by the Secured Creditor in relation to this matter, which continue to accrue.

Please review the Notice of Foreclosure carefully.

The Secured Creditor specifically reserves the right to take such further actions and initiate such further proceedings as may be necessary to protect its interest in the Collateral.

If you wish to discuss this matter or have any questions, please contact our office.

Yours truly,

MILLER THOMSON LLP

Per:

Craig Mills

cc. Jeremy Birnie, Chargerent Canada Inc. (now Mobile Locker Solutions Inc.)

2F35

NOTICE OF FORECLOSURE PURSUANT TO SUBSECTION 65(2) OF THE PERSONAL PROPERTY SECURITY ACT (ONTARIO) AND SECTION 9-621 OF THE UNIFORM COMMERCIAL CODE (NEW YORK)

TO: The persons named in Schedule "A" annexed to this notice.

Take notice that NeedZappy Canada Inc. (the "**Debtor**") has defaulted in the payment or in the performance of its obligations to Chargerent Canada Inc. (now Mobile Locker Solutions Inc.) (the "**Secured Creditor**"), and that pursuant to (a) a security agreement dated June 6, 2024 made by the Debtor in favour of the Secured Creditor (the "Canadian **Security Agreement**") and (b) the security agreement executed by NeedZappy USA Inc. (the "**Guarantor**", and together with the Debtor, the "**Debtors**") in favour of the Secured Creditor, dated June 6, 2024 (the "**US Security Agreement**" and together with the Canadian Security Agreement, the "**Security Agreements**"), the Secured Creditor proposes and intends to accept the collateral secured by the Security Agreements (the "**Collateral**") in full satisfaction of the obligations thereby secured unless the Collateral is redeemed.

1. This notice is being delivered to you in accordance with subsection 65(2) of the Personal Property Security Act (Ontario) (the "**PPSA**") and Section 9-621 of the Uniform Commercial Code of the State of New York ("**UCC**"), as you may have an interest in the Collateral and you may be entitled to redeem the Collateral, but the delivery of this notice is not an acknowledgement of the existence or validity of any security interest you may have in all or part of the Collateral.

2. The Debtor's Collateral consists of all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions hereof, including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:

   (i) all inventory wherever situated ("**Inventory**");

   (ii) all equipment (other than Inventory) including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles;

(iii) all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every kind including letters of credit and advices of credit, which are now due, owing or accruing to or owned by or which may hereafter become due, owing or accruing to or owned by the Debtor ("**Debts**");

(iv) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(v) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property; and

(vi) all money other than trust money lawfully belonging to others.

3. The Guarantor's Collateral consists of all of the Guarantor's personal and fixture property of every kind and nature including all goods (including inventory, equipment, and any accessions thereto), instruments (including promissory notes), documents (whether tangible or electronic), accounts (including health-care insurance receivables), chattel paper (whether tangible or electronic), money, deposit accounts, letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, and other contracts rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles (including all payment intangibles).

4. The amount required to satisfy the obligations of the Debtors secured by the Security Agreements is the principal amount of $431,141 plus all legal fees and expenses incurred by the Secured Creditor in relation to this matter.

5. If you are entitled to notification, and if your interest in the Collateral would be adversely affected by the Secured Creditor's proposal, you may object to the Secured Creditor's proposal by delivering to the Secured Creditor at the address below a written notification of objection authenticated by you (a) with respect to the Canadian Security Agreement, within 15 days after service of this notice and (b) with respect to the US Security Agreement, within 20 days after service of this notice. If effective objection is received, the Secured Creditor shall dispose of the applicable Collateral in accordance with section 63 of the PPSA and Section 9-610 of the UCC.

6. If you object, you may be required to furnish proof of your interest in the Collateral and unless you furnish such proof within 10 days after demand, the Secured Creditor may proceed as if no objection had been made.

7. If a notification of objection authenticated by you is not received by the Secured Creditor at the address below within (a) with respect to the Canadian Security Agreement, 15 days after service of this notice and (b) with respect to the US Security Agreement, 20 days after service of this notice, you will be deemed to have consented to this proposal to accept the Collateral in full satisfaction of the obligations secured thereby and the Secured Creditor will be deemed to have elected to accept the applicable Collateral in full satisfaction of the obligations secured by the applicable Security Agreement, and thereafter is entitled to such Collateral free from all rights and interests therein of any persons entitled to notification whose interest is subordinate to that of the Secured Creditor and who were served with this notice.

8. This proposal may be revoked in whole or in part at any time by the Secured Party for any reason in its sole and absolute discretion.

Dated this 11th day of February, 2025.

CHARGERENT CANADA INC. (now MOBILE LOCKER SOLUTIONS INC.) by its solicitors

MILLER THOMSON LLP

40 King Street West, Suite 5800
Toronto, Ontario M5H 3S1
Attention: Craig Mills / Harrison Fox

Per: ______________________

Craig Mills, Partner

SCHEDULE "A"

List of persons entitled to notice under section 63 of the PPSA (Ontario) and Section 9-621 of the UCC (New York):

NeedZappy Canada Inc.

77 Martin Ross Avenue
Toronto, ON M3J 2L5

NeedZappy USA Inc.

3115 NW 10th Ter Ste 105
Fort Lauderdale, FL 33309

NeedZappy Inc.

3115 NW 10th Ter Ste 105
Fort Lauderdale, FL 33309

EXHIBIT "U"

This is Exhibit "U" referred to in the Affidavit of Jeremy Birnie sworn by Jeremy Birnie of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 4, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6EDCCDB31BD748E...

Commissioner for Taking Affidavits (or as may be)

MRYAM SARKIS

Sarkis, Mryam

From:	Ward, David
Sent:	February 25, 2025 5:37 PM
To:	jbinavince@levyzavet.com; jlevy@levyzavet.com; ryan@needzappy.com
Cc:	Massie, Sam; Sarkis, Mryam; Fox, Harrison; Ellis, Larry; LCiccone@pryorcashman.com; LCiccone@pryorcashman.com
Subject:	Chargerent / NeedZappy - Notice of Revocation OF Foreclosure Notice dated February 11, 2025
Attachments:	82637911_1_Foreclosure Notice (February 11, 2025).PDF; 82637922_1_Foreclosure Letter (February 11, 2025).PDF
Importance:	High

Dear Sirs:

PLEASE TAKE NOTICE THAT effective immediately our client Chargerent Canada Inc. (now Mobile Locker Solutions Inc.) (the "Secured Creditor") hereby wholly revokes the attached NOTICE OF FORECLOSURE PURSUANT TO SUBSECTION 65(2) OF THE PERSONAL PROPERTY SECURITY ACT (ONTARIO) AND SECTION 9-621 OF THE UNIFORM COMMERCIAL CODE (NEW YORK) dated February 11, 2025.

The Secured Creditor reserves all of it rights to take such further action and initiate such further proceedings as may be necessary to protect its interests.

Yours Truly,
David S. Ward

DAVID S WARD
Partner

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
Toronto, Ontario | M5H 3S1
T +1 416.595.8625
dward@millerthomson.com

Providing services on behalf of a Professional Corporation

From: Massie, Sam <smassie@millerthomson.com>
Sent: Thursday, February 13, 2025 9:15 AM
To: Jeff Levy <jlevy@levyzavet.com>; Julian Binavince <jbinavince@levyzavet.com>
Cc: Levison, Michael H. <MLevison@pryorcashman.com>; Ciccone, Louis M. <LCiccone@pryorcashman.com>; Ellis, Larry <lellis@millerthomson.com>; Mills, Craig <cmills@millerthomson.com>; Fox, Harrison <hfox@millerthomson.com>
Subject: RE: Chargerent / NeedZappy

Jeff, Julian,

Please find attached foreclosure notices, which were sent via courier on Tuesday.

Best,
Sam

SAM MASSIE
Partner

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
Toronto, Ontario | M5H 3S1
T +1 416.595.8641
smassie@millerthomson.com

From: Massie, Sam <smassie@millerthomson.com>
Sent: Friday, January 31, 2025 3:00 PM
To: Jeff Levy <jlevy@levyzavet.com>; Julian Binavince <jbinavince@levyzavet.com>
Cc: Levison, Michael H. <MLevison@pryorcashman.com>; Ciccone, Louis M. <LCiccone@pryorcashman.com>; Ellis, Larry <lellis@millerthomson.com>; Mills, Craig <cmills@millerthomson.com>; Fox, Harrison <hfox@millerthomson.com>
Subject: Chargerent / NeedZappy

Without Prejudice

Jeff, Julian

We didn't receive a response to the correspondence that we circulated on December 19, 2024. It's clear that we have no option but to proceed to enforcement. This is a courtesy email to advise of the steps that we intend to take. Please note that we have copied our US counsel on this email.

We are in the process of preparing foreclosure notices under Section 65(2) of the PPSA and Section 9-621 of the UCC. We expect to receive the required UCC searches early next week, and our notices will be circulated before the end of next week. The notices will start the clock on the requisite notice periods under the PPSA (15 days) and the UCC (20 days). If your client does not object to the notices within the prescribed notice periods, our client intends to take ownership of its collateral in satisfaction of its debt. If your client does object, the collateral will be subject to a public sale.

Concurrent with the above efforts, we will be issuing a direction to certain customers of your client under Section 61(1) of the PPSA and Section 9-406 of the UCC. The direction will advise that Mobile Locker Solutions Inc. has a security interest in the accounts receivable of your clients, and any amounts payable to NeedZappy Canada Inc. or NeedZappy USA Inc. should be paid to Mobile Locker Solutions Inc.

Please note that any and all fees incurred in connection with our enforcement efforts will be for the account of your client.

As we have discussed, enforcement is not our preferred path forward. We remain willing to accept payment of the amounts owed to our client, and will immediately cease enforcement efforts following such payment.

Our client reserves all rights to take such actions to protect its interest in the collateral as it sees fit.

Best,
Sam

SAM MASSIE
Partner

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
Toronto, Ontario | M5H 3S1
T +1 416.595.8641
smassie@millerthomson.com

MOBILE LOCKER SOLUTIONS INC.

Applicant

and

NEEDZAPPY CANADA INC.

Respondent

Court File No:CV-25-00738443-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

AFFIDAVIT OF JEREMY BIRNIE
(SWORN MARCH 4, 2025)

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 6600
Toronto ON M5H 3S1

Larry Ellis LSO#: 49313K
lellis@millerthomson.com
Tel: 416.595.8639

David S. Ward LSO#: 33541W
dward@millerthomson.com
Tel: 416.595.8625

Mryam Sarkis LSO#: 88660C
msarkis@millerthomson.com
Tel: 416.597.6001

Lawyers for the Applicant

TAB 3

Court File No. CV-25-00738443-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 12TH
	)	
JUSTICE CAVANAGH	)	DAY OF MARCH, 2025

B E T W E E N:

MOBILE LOCKER SOLUTIONS INC.

Applicant

\- and -

NEEDZAPPY CANADA INC.

Respondent

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

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant, Mobile Locker Solutions Inc. (the "**Applicant**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of NeedZappy Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Jeremy Birnie sworn March 4, 2025 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and the Receiver, and other counsel appearing on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service of ● sworn ● and on reading the consent of Grant Thornton Limited to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

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

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

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $[●], provided that the aggregate consideration for all such transactions does not exceed $[●]; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required,

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

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

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

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

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or

affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court

upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in

pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.[1]

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a Judge of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against

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[1] Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $[●] (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "**A**" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<[●]>'.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this

Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

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

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

33. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $_____________________

1. THIS IS TO CERTIFY that GRANT THORNTON LIMITED, the receiver (the "**Receiver**") of the assets, undertakings and properties NeedZappy Canada Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ___ day of ______, 2025 (the "**Order**") made in an action having Court file number __-CL-_______, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $___________, being part of the total principal sum of $___________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _________ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _______________, 20__.

GRANT THORNTON LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: ______________________________________

Name:

Title:

TAB 4

~~Revised: January 21, 2014~~
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. ~~—~~CV-25-00738443-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	~~WEEKDAY~~WEDNESDAY, THE # 12TH
JUSTICE ~~—~~CAVANAGH	)	
	)	DAY OF ~~MONTH~~MARCH, 20~~YR~~25

~~**PLAINTIFF**~~~~[1]~~

~~Plaintiff~~

B E T W E E N:

MOBILE LOCKER SOLUTIONS INC.

Applicant

\- and -

~~**DEFENDANT**~~

~~Defendant~~

NEEDZAPPY CANADA INC.

Respondent

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

~~[1] The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

ORDER

(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~[2]Applicant, Mobile Locker Solutions Inc. (the "**Applicant**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME]~~Grant Thornton Limited as receiver ~~[~~and manager~~]~~ (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~NeedZappy Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~Jeremy Birnie sworn ~~[DATE]~~March 4, 2025 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant and the Receiver, and other counsel appearing on the Participant Information Form, no one appearing for ~~[NAME]~~any other party although duly served as appears from the affidavit of service of ~~[NAME]~~● sworn ~~[DATE]~~● and on reading the consent of ~~[RECEIVER'S NAME]~~Grant Thornton Limited to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion is hereby abridged and validated~~[3]~~ so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Grant Thornton Limited is hereby appointed Receiver, without

~~[2] Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

~~[3] If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

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

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

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.[4] The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $~~________~~[●], provided that the aggregate consideration for all such transactions does not exceed $~~________~~[●]; and

~~[4] This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~[~~or section 31 of the Ontario *Mortgages Act*, as the case may be,~~]~~[5] shall not be required, ~~and in each case the Ontario *Bulk Sales Act* shall not apply.~~

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

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

[5] ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

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

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

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current

telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete

one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections

81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.[~~6~~1]

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a ~~judge of the Commercial List~~Judge of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

[~~6~~1] Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

consider necessary or desirable, provided that the outstanding principal amount does not exceed $[●] (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "**A**" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule

3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<~~@~~[●]>'.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and

that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

33. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

____

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $______________________

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~GRANT THORNTON LIMITED, the receiver (the "**Receiver**") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~NeedZappy Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (~~Commercial List) (~~the "**Court**") dated the ___ day of ______, ~~20__~~2025 (the "**Order**") made in an action having Court file number __-CL-_______, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $___________, being part of the total principal sum of $___________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _________ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of ______________, 20__.

~~[RECEIVER'S NAME]~~**GRANT THORNTON LIMITED**, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: ________________________________

Name:

Title:

Document comparison by Workshare Compare on March 5, 2025 3:53:18 PM

Input:	
Document 1 ID	iManage://MTDMSWSSC.MILLERTHOMSON.CORP/Legal/83063521/1
Description	#83063521v1<Legal> - Model Order receivership-order-EN (1)
Document 2 ID	iManage://MTDMSWSSC.MILLERTHOMSON.CORP/Legal/83064229/1
Description	#83064229v1<Legal> - Draft - Receivership Order
Rendering set	Standard

Legend:	
Insertion	
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Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	52
Deletions	65
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	117

TAB 5

Court File No. CV-25-00738443-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

MOBILE LOCKER SOLUTIONS INC.

Applicant

- and -

NEEDZAPPY CANADA INC.

Respondent

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

CONSENT

GRANT THORNTON LIMITED hereby consents to act as receiver in the above-captioned Proceeding.

March 3, 2025

GRANT THORNTON LIMITED

Signed by:

Per: ____________________

0168FDA3FEB242B...

Name: Dan Wootton

Title: Partner

I/We have the authority to bind the corporation

Court File No.CV-25-00738443-00CL

MOBILE LOCKER SOLUTIONS INC. and NEEDZAPPY CANADA INC.
Applicant Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

APPLICATION RECORD OF THE APPLICANT

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