Court File No. CV-22-00683684-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

-and-

MAIN INFRASTRUCTURE LTD., KSTONE INVESTMENT CORPORATION, and 2666492 ONTARIO LTD.

Respondents

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended

APPLICATION RECORD
(Returnable July 11, 2022)

FLETT BECCARIO
190 Division Street
P.O. Box 340
Welland ON L3B 5P9

J. Ross Macfarlane (LSO# 36417N)
Tel : (905) 732-4481
E-mail : jrmacfar@flettbeccario.com

Lawyers for the applicant

TO: SERVICE LIST

E-Service List:

jrmacfar@flettbeccario.com; Paula@maininfrastructure.com; rocco@rarlitigation.com; sara@rarlitigation.com; Jake.Wiebe@ca.gt.com; lzangrilli@midwestservices.ca; rakhee.bhandari@justice.gc.ca; insolvency.unit@ontario.ca; david.t.gray@efleets.com; cscanada@cnhind.com; shane.roney@trisura.com; catherine@arundelcapital.com; stalbert@cwbank.com; rbrowne@addcapital.ca contracts@ecapital.com; business@coastcapitalsavings.com; rcortese@tfgfinancial.com; mwinfrey@currentfinancial.com;

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Court File No./N° du dossier du greffe : CV-22-00683684-00CL

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NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing (*choose one of the following*)

☐ In person

☐ By telephone conference

☒ By video conference

at the following location:

Commercial List at 330 University Avenue, Toronto, by video conference via Zoom link to be provided by the Commercial List office on **Monday, the 11th of July, 2022, at 10:30 a.m.**

IF YOU WISH TO OPPOSE THIS 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.

Date: July 6 , 2022

Issued by: ______________________
Registrar

Address of court office: 330 University Avenue, 9th Floor
Toronto, ON M5G 1R7

TO: SEE SERVICE LIST ATTACHED

SERVICE LIST

TO:	**Kstone Investment Corporation** 72 Elm Grove Road Richmond Hill, ON L4E 2W8 Paula@maininfrastructure.com Respondent
AND TO:	**Main Infrastructure Ltd.** 1 – 10495 Keele Street Maple, ON L6A 3Y9 Paula@maininfrastructure.com Respondent
AND TO:	**2666492 Ontario Ltd.** 1 – 10495 Keele Street Maple, ON L6A 3Y9 Paula@maininfrastructure.com Respondent
AND TO:	**Paula Alexandra Esteves Soares** 1 – 10495 Keele Street Maple, ON L6A 3Y9 Paula@maininfrastructure.com Guarantor
AND TO:	**Paula Alexandra Esteves Soares** 72 Elm Grove Road Richmond Hill, ON L4E 2W8 Paula@maininfrastructure.com Guarantor
AND TO:	**Paula Alexandra Esteves Soares** 68 Maple Avenue Richmond Hill, ON L4E 2X2 Paula@maininfrastructure.com Guarantor

AND TO:	**RAR LITIGATION LAWYERS** Professional Corporation 505 – 1 West Pearce Street Richmond Hill, ON L4B 3K3 **Rocco A. Ruso (LSO No.: 50875I)** Tel: 905-731-8100 ext. 207 rocco@rarlitigation.com **Sara Mosadeq (LSO No.: 67864K)** Tel: 905-731-8100 ext. 213 sara@rarlitigation.com Lawyers for the Respondents
AND TO:	**GRANT THORNTON LIMITED** 200 King Street West, 11th Floor Toronto, ON M5H 3T4 **Jake Wiebe**, CPA, CA, CIRP, LIT, Senior Vice President Tel: 416 360 3069 Jake.Wiebe@ca.gt.com Proposed Receiver
AND TO:	**2468778 ONTARIO INC.** 6970 Kenderry Gate Mississauga, ON L5T 2S7 **Lorenzo Zangrilli, President** lzangrilli@midwestservices.ca Mortgagee for 10495 Keele Street, Vaughan

AND TO:	**CANADA REVENUE AGENCY** c/o Department of Justice Ontario Regional Office 400 – 120 Adelaide St. W. Toronto, ON M5H 1T1 **Rakhee Bhandari** Tel: (416) 952-8563 rakhee.bhandari@justice.gc.ca
AND TO:	**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY MINISTRY OF REVENUE** Revenue Collections Branch – Insolvency Unit 33 King Street W., P.O. Box 627 Oshawa, ON L1H 8H5 insolvency.unit@ontario.ca
AND TO:	**ENTERPRISE FLEET MANAGEMENT CANADA, INC.** 100 – 77 Belfield Road Toronto, ON M9W 1G6 **David T. Gray, Finance Manager** david.t.gray@efleets.com Tel: 647-777-8859 Secured Party / Lien Claimant
AND TO:	**CNH INDUSTRIAL CAPITAL CANADA LTD.** 4475 North Service Road Burlington, ON L7L 4X7 cscanada@cnhind.com Tel: 877-222-7217 Secured Party / Lien Claimant

AND TO:	**TRISURA GUARANTEE INSURANCE COMPANY** 1610 – 333 Bay Street, Box 22 Toronto, ON M5H 2R2 **Shane Roney**, Regional Vice President shane.roney@trisura.com Tel: 416-214-2555 Secured Party / Lien Claimant
AND TO:	**ARUNDEL CAPITAL CORPORATION** 420 – 5119 Elbow Drive SW Calgary, AB T2V 1H2 **Catherine McMillan** catherine@arundelcapital.com Tel: 403-287-9597 Secured Party / Lien Claimant
AND TO:	**CANADIAN WESTERN BANK** 300 – 700 St. Albert Trail St. Albert, AB T8N 7J7 stalbert@cwbank.com Tel: 780-458-4001 Secured Party / Lien Claimant
AND TO:	**ADD CAPITAL CORP.** 2 – 500 Cochrane Drive Markham, ON L3R 8E2 **Rick Browne**, CEO & Founder rbrowne@addcapital.ca Tel: 9058-940-2151 x 224 Secured Party / Lien Claimant

AND TO:	**ECAPITAL CORP.** 420B – 5119 Elbow Drive SW Calgary, AB T2V 1H2 contracts@ecapital.com Tel: 866-244-7155 Secured Party / Lien Claimant
AND TO:	**COAST CAPITAL EQUIPMENT FINANCE LTD.** 800-9900 King George Blvd. Surrey, BC V3T 0K7 business@coastcapitalsavings.com Tel: 888-517-7000 Secured Party / Lien Claimant
AND TO:	**TFG FINANCIAL CORPORATION** 400 – 4180 Lougheed Hwy Burnaby, BC V5C 6A7 **Roberto Cortese**, President rcortese@tfgfinancial.com Tel: 844-211-8844 Secured Party / Lien Claimant
AND TO:	**CURRENT FINANCIAL CORP.** 10060 Jasper Ave, Scotia Place, Tower 1, Suite 2020 Edmonton, AB T5J 3R8 **Maya Winfrey, Operations Manager** mwinfrey@currentfinancial.com Secured Party / Lien Claimant

APPLICATION

THE APPLICANT, ROYAL BANK OF CANADA (THE "BANK") MAKES AN APPLICATION FOR:

a) an order substantially in the form attached hereto as Schedule "A" appointing Grant Thornton Limited ("Grant Thornton") as receiver (the "Receiver"), without security, of the property and undertaking of the respondents, Main Infrastructure Ltd. ("Main"), Kstone Investment Corporation ("Kstone"), and 2666492 Ontario Ltd. ("266") (collectively, the "Debtors");

b) an order, if necessary, abridging and validating the time for service, filing, and confirmation of the notice of application and application record and directing that any further service is dispensed with such that the application is properly returnable on its first return date;

c) such further and other relief as this Honourable Court should deem just.

THE GROUNDS FOR THE APPLICATION ARE:

1. The Debtors are indebted to the Bank as principal debtors and guarantors, pursuant to judgments pronounced on June 16, 2022 in Court File Nos. CV-21-00013668-0000 (the "Main Action") and CV-21-00013668-0000 (the "Kstone Action"). Costs have not yet been determined by the court in either the Main Action or the Kstone Action.

2. The Debtors, together with the principal of the respondents, Paula Alexandra Esteves Soares ("Ms. Soares") owe the Bank $574,608.18 plus accruing interest pursuant to the

judgment in the Main Action, and $628,729.07 plus accruing interest pursuant to the judgment in the Kstone Action, for an aggregate total of $1,203,337.25 plus accruing interest, and costs to be determined (the "Indebtedness").

3. The Bank holds perfected security interests against all of the Debtors pursuant to general security agreements, all of which contain the contractual right for the Bank to appoint a receiver with respect to the property of the Debtors.

4. Demands were made and notices were served on the Debtors on July 30, 2021, and because of the Debtors' failure to pay, the Main Action and the Kstone Action were commenced and summary judgment was granted.

5. The Debtors are insolvent.

6. It would be just and convenient to appoint a receiver for the benefit of all stakeholders.

7. Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended;

8. Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended; and,

9. Such further grounds as counsel may advise and as this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

a) The affidavit of Philip O'Gorman affirmed July 6, 2022 and the exhibits thereto, filed;

b) The consent of Grant Thornton Limited to act as receiver; and,

c) Such further evidence as counsel may advise and as this Honourable Court may permit.

FLETT BECCARIO
190 Division Street
P. O. Box 340
Welland, ON L3B 5P9

J. Ross Macfarlane (LSO#36417N)
jrmacfar@flettbeccario.com
Tel: (905) 732-4481

Lawyers for the Applicant

SCHEDULE "A"

~~Revised: January 21, 2014~~
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	WEEKDAY, THE #
	)	
JUSTICE	)	DAY OF MONTH, 20YR

B E T W E E N :

~~PLAINTIFF~~[1] ROYAL BANK OF CANADA

~~Plaintiff~~Applicant

- and -

MAIN INFRASTRUCTURE LIMITED, KSTONE INVESTMENT CORPORATION, and 2666492 ONTARIO LTD.~~DEFENDANT~~

~~Defendant~~Respondents

Application under s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as am. and s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as am.

ORDER
(appointing Receiver)

THIS MOTION made by the ~~Plaintiff~~[2]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

~~[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.~~

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 Main Infrastructure Ltd., Kstone Investment Corporation, and 2666492 Ontario Ltd.~~[DEBTOR'S NAME]~~ (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Philip O'Gorman ~~sworn~~ affirmed [DATE] and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], no one appearing for [NAME] 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~~ Application and the ~~Motion~~ Application Record is hereby abridged and validated[3] so that this ~~motion~~ application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Grant Thornton Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors or any one of them acquired for, or used in relation to a business carried on by the Debtors or any one of them, including all proceeds thereof (the "Property").

~~[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.~~

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 Debtors, 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 Debtors;

(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 Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(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 Debtors, 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 Debtors, 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,

without the approval of this Court in respect of any transaction not exceeding ~~$________,~~ $25,000.00, provided that the aggregate consideration for all such transactions does not exceed ~~$________;~~ $50,000.00; 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.~~

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 Debtors;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

[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 Debtors may have;

~~(q)~~(r) to execute an assignment in bankruptcy in respect of any of the Debtors, in its discretion; and

~~(r)~~(s) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (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~~Debtors, 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~~DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the ~~Debtor~~Debtors 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~~Debtors 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~~Debtors, 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~~Debtors to carry on any business which the ~~Debtor~~Debtors ~~is~~ are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors 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~~Debtors, 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~~Debtors 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~~Debtors 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~~Debtors'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~~Debtors 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~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor~~Debtors'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~~Debtors, 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]~~

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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 consider necessary or desirable, provided that the outstanding principal amount does not exceed

~~[6] 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".~~

~~$__________~~ $150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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.~~25. THIS COURT ORDERS that if the service or distribution of documents ~~in accordance with the Protocol~~ by e-mail 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~~Debtors'~~s~~ creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors 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.~~26. 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.~~27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

~~29.~~28. 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.~~29. 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.~~30. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's 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~~Debtors'~~s~~ estate with such priority and at such time as this Court may determine.

~~32.~~31. 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.

DOCSTOR: 1771742\8

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 Main Infrastructure Ltd., Kstone Investment Corporation, and 2666492 Ontario Ltd.~~[DEBTOR'S NAME]~~ acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, 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__ (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:

ROYAL BANK OF CANADA
Applicant

-and-

MAIN INFRASTRUCTURE LTD, et al
Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

NOTICE OF APPLICATION

FLETT BECCARIO
190 Division Street
P.O. Box 340
Welland ON L3B 5P9

J. Ross Macfarlane (LSO# 36417N)
jrmacfar@flettbeccario.com
Tel: (905) 732-4481

Lawyers for the applicant

TAB 2

Court File No. CV-22-00683684-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

-and-

MAIN INFRASTRUCTURE LTD., KSTONE INVESTMENT CORPORATION, and 2666492 ONTARIO LTD.

Respondents

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended

AFFIDAVIT OF PHILIP O'GORMAN

I, PHILIP O'GORMAN, of the City of Toronto, in the Province of Ontario, SOLEMNLY AFFIRM:

1. I am a Senior Manager in the Special Loans & Advisory Services Department of Royal Bank of Canada (the "Bank"). I have responsibility for matters pertaining to Main Infrastructure Ltd. ("Main"), Kstone Investment Corporation ("Kstone"), 2666492 Ontario Ltd. ("266") and Paula Alexandra Esteves Soares ("Ms. Soares"), and, as such, have personal knowledge of the matters to which I depose.

2. Where this Affidavit has been made based on information received from others I verily believe it to be true.

The Main Loans and Security

3. Main is a corporation incorporated pursuant to the laws of Canada and carries on business in the Regional Municipality of York in the Province of Ontario. Attached and marked as Exhibit "A" is a corporate profile search for Main dated July 28, 2021. Ms. Soares is the sole director and officer of Main. Main is an operating company in the field of road contracting, maintenance, and construction.

4. The Bank and Main entered into a Royal Bank of Canada Credit Agreement dated January 15, 2020, amended by letter dated July 7, 2020, and accepted by Main on July 10, 2020 (collectively the "Main Credit Agreement"). The Main Credit Agreement provides, *inter alia*, for the repayment of the following:

   a. Facility #1 – Revolving Demand Facility in the amount of $1,000,000.00, available by way of RBP based loans, revolved by the bank in increments of $5,000.00 with interest at the Bank`s prime rate plus 1.79% per annum;

   b. Other Facilities – Visa Business Facility to a maximum of $175,000.00. Attached and marked as Exhibit "B" is a true copy of the Main Credit Agreement.

5. As security for Main's obligations to the Bank, Main entered into a General Security Agreement dated September 17, 2019 (the "Main GSA"). Attached hereto and marked as Exhibit "C" is a true copy of the Main GSA.

6. The Bank perfected its interest in the business undertaking of Main and in all its property, including its inventory and equipment. Attached hereto and marked as Exhibit "D" is a

copy of a Personal Property Security Registration System Search against Main as at June 27, 2022 (“Main PPSA Search”).

7. The Bank and Main entered into a VISA Business Card Agreement dated September 17, 2019 (the “Main Visa Agreement”) with a maximum credit limit of $150,000.00 repayable at the rate of 19.99%. Attached hereto and marked as Exhibit “E” is a true copyof the Main Visa Agreement.

The 266 Main Guarantee and Security

8. As a further security for Main’s obligations to the Bank, 266 gave a Guarantee and Postponement of Claim in writing dated July 10, 2020, (the “266 Main Guarantee”), and limited to $1,175,000.00, bearing interestat the Bank’s prime rate plus 5.00%. A copy of the 266 Main Guarantee is attached hereto and marked as Exhibit “F”.

9. As a security for 266’s obligations to the Bank, 266 gave to the Bank a General Security Agreement dated September 17, 2019 (the “266 Main GSA”), encumbering all of the present and future inventory, equipment, accounts and other property of 266 more particularly described therein. Attached hereto and marked as Exhibit “G” is a true copy of the 266 Main GSA.

10. The Bank perfected its interest in the business undertaking of 266 and in all its property, including its inventory and equipment. Attached hereto and marked as Exhibit “H” is a copy of a Personal Property Security Registration System Search against 266 as at June 27, 2022 (“266 PPSA Search”).

The Kstone Main Guarantee and Security

11. As a further security for Main's obligations to the Bank, Kstone gave a Guarantee and Postponement of Claim in writing dated July 10, 2020, (the "Kstone Main Guarantee"), and limited to $1,175,000.00, bearing interest at the Bank's prime rate plus 5.00%. A copy of the Kstone Main Guarantee is attached hereto and marked as Exhibit "I".

12. As security for Kstone's obligations to the Bank, Kstone gave to the Bank a General Security Agreement dated September 17, 2019 (the "Kstone GSA"), encumbering all of the present and future inventory, equipment, accounts and other property of Main more particularly described therein. Attached hereto and marked as Exhibit "J" is a true copy of the Kstone GSA.

13. The Bank perfected its interest in the business undertaking of Kstone and in all its property, including its inventory and equipment. Attached hereto and marked as Exhibit "K" is a copy of a Personal Property Security Registration System Search against Kstone as at June 27, 2022 ("Kstone PPSA Search").

The Soares Main Guarantee

14. As a further security for the obligations to Royal Bank of Canada Ms. Soares gave a Guarantee and Postponement of Claim in writing dated September 17, 2019, (the "Soares Main Guarantee"), and limited to $650,000.00, bearing interest at the Bank's prime rate plus 5.00%. A copy of the Soares Guarantee is attached hereto and marked as Exhibit "L".

The Main Demands

15. Demands for payment and notices of intention to enforce security under s. 244 of the *Bankruptcy and Insolvency Act* were sent by registered mail upon Main and the guarantors on July 30, 2021. Attached hereto and marked collectively as Exhibit "M" are copies of the demand letters addressed to Main and the guarantors, including their enclosures, and together with the registered mail receipts in relation thereto.

16. Notwithstanding the demands, the Bank permitted various facilities to continue to be used and some balances increased, until all facilities were closed as of October 8, 2021.

The Kstone Loans and Security

17. Kstone is a corporation incorporated pursuant to the laws of Canada and carries on business in the City of Richmond Hill in the Province of Ontario. Attached and marked as Exhibit "N" is a corporate profile search for Kstone dated July 28, 2021. Ms. Soares is the sole director and officer of Kstone. Kstone is a holding company that owns land and equipment that is leased to Main and unrelated parties.

18. The Bank and Kstone entered into a Royal Bank of Canada Credit Agreement dated July 7, 2020, and accepted by Kstone on July 10, 2020 (the "Kstone Credit Agreement"). The Kstone Credit Agreement provides, *inter alia*, for the repayment of the following:

- Facility #1 – Revolving Demand Facility in the amount of $350,000.00, available by way of RBP based loans, revolved by the bank in increments of $1,000.00 with interest at the Bank`s prime rate plus 1.39% per annum;

- Facility #2 – Revolving Lease Line of Credit in the amount of $1,000,000.00;
- Other Facilities – Visa Business Facility to a maximum of $150,000.00.

Attached and marked as Exhibit "O" is a true copy of the Kstone Credit Agreement.

19. As security for Kstone's obligations to the Bank, Kstone entered into the Kstone GSA (previously marked as Exhibit "J").

20. The Bank and Kstone entered into a Royal Bank Master Lease Agreement dated November 5, 2019 and Leasing Schedules 201000050923 (November 5, 2019), 201000051089 (November 29, 2019) and 201000054110 (June 8, 2020) (collectively the "Lease"). Attached hereto and marked as Exhibit "P" is a true copy of the Lease.

21. The Bank and Kstone entered into a VISA Business Card Agreement dated September 17, 2019 (the "Kstone Visa Agreement") with a maximum credit limit of $150,000.00 repayable at the rate of 19.99%. Attached hereto and marked as Exhibit "Q" is a true copy of the Visa Agreement.

The 266 Kstone Guarantee and Security

22. As a further security for the obligations to the Bank, 266 gave a Guarantee and Postponement of Claim in writing dated July 10, 2020, (the "266 Kstone Guarantee"), and limited to $1,500,000.00, bearing interest at the Bank's prime rate plus 5.00%. A copy of the 266 Kstone Guarantee is attached hereto and marked as Exhibit "R".

23. As security for 266's obligations to the Bank, 266 gave to the Bank a General Security Agreement dated September 17, 2019 and a second dated July 10, 2020 (collectively

the "266 Kstone GSA"), encumbering all of the present and future inventory, equipment, accounts and other property of 266 more particularly described therein. Attached hereto and marked as Exhibit "S" is a true copy of the 266 Kstone GSA.

The Main Kstone Guarantee and Security

24. As a further security for Kstone's obligations to the Bank, Main gave a Guarantee and Postponement of Claim in writing dated July 10, 2020, (the "Main Kstone Guarantee"), and limited to $1,500,000.00, bearing interest at the Bank's prime rate plus 5.00%. A copy of the Main Kstone Guarantee is attached hereto and marked as Exhibit "T".

25. As a further security for Main's obligations to the Bank, Main gave to the Main GSA (previously marked as Exhibit "C").

The Soares Kstone Guarantee

26. As a further security for the obligations of Kstone to the Bank, Ms. Soares gave a Guarantee and Postponement of Claim in writing dated July 10, 2020, (the "Soares Kstone Guarantee"), and limited to $1,500,000.00, bearing interest at the Bank's prime rate plus 5.00%. A copy of the Soares Kstone Guarantee is attached hereto and marked as Exhibit "U".

Kstone Demands

27. Demands for payment and notices of intention to enforce security under s. 244 of the *Bankruptcy and Insolvency Act* were sent by registered mail upon Kstone and the Guarantors on July 30, 2021. Attached hereto and marked collectively as Exhibit "V" are

copies of the demand letters addressed to Kstone and the guarantors, including their enclosures, and together with the registered mail receipts in relation thereto.

Other Kstone Property

28. Kstone owns real property located at 10495 Keele Street in Maple, Ontario (the “Keele Street Property”). Attached and marked as Exhibit “W” is a copy of the property register for the Keele Street Property as at June 29, 2022.

The Judgments and the Companies’ Finances

29. Neither Main nor Kstone, nor their respective guarantors, made payment to the Bank as had been demanded.

30. As a result of the failure to pay on demand, the Bank issued statements of claim against Main, Kstone, 266, and Ms. Soares in Court File Nos. CV-21-00013668-0000 (the “Main Action”) and CV-21-00013668-0000 (the “Kstone Action”).

31. The claims were defended, in part on the basis that the defendants therein had proposed to repay all indebtedness to the Bank by December 31, 2021 (the “Proposal”) and the Bank had rejected the Proposal, allegedly in bad faith.

32. I received and reviewed the Proposal at the end of June, 2021, and expressed concern to Ms. Soares that the proposal was not achievable on the basis of her companies’ financial performance. 266 has no business operations, and Kstone and Main were both unprofitable, with ongoing excesses in their respective lines of credit in 2021. These concerns were expressed in a telephone call to Ms. Soares on July 14, 2021, and

reiterated in an e-mail message I sent to her on July 19, 2021, a copy of which is attached and marked as Exhibit “X”.

33. The additional information sought was not provided, demands were made, and eventually summary judgment was granted in the Main Action and the Kstone Action on June 16, 2022. Attached and marked as Exhibit “Y” is a true copy of the reasons for judgment of the Honourable Madam Justice Gambacorta released June 16, 2022.

34. Pursuant to the judgment pronounced on June 16, 2022, Main, Kstone, and 266, together with Ms. Soares, owe the Bank $574,608.18 plus accruing interest pursuant to the judgment in the Main Action, and $628,729.07 plus accruing interest pursuant to the judgment in the Kstone Action, for an aggregate total of $1,203,337.25 plus accruing interest, and costs to be determined.

35. Based upon the most recent financial information provided by the respondents to the Bank, the value of the assets of the respondent companies is insufficient to pay their liabilities, and Main in particular owes significant arrears for Harmonized Sales Tax, which (outside a bankruptcy) stands in priority to the Bank’s security.

36. Notably, the respondents never obtained the financing necessary to pay out the Bank by December 31, 2021 as they had proposed, or at all, and have not paid anything to the Bank for over 8 months.

The Need for a Court-Appointed Receiver

37. 266 is not an operating business, and has no means to satisfy any of its obligations. Kstone and Main have ceased to meet their obligations generally to the Bank both as

principal debtors and as guarantors of each other's obligations. Based on the information provided by Ms. Soares to the Bank, I understand that Main is a going concern which has been operating at a loss and has been incurring liabilities that presently stand in priority to the Bank.

38. Although the Keele Street Property is owned by Kstone, it is also the registered head office and operating premises of Main. In the words of Ms. Soares in affidavits sworn in earlier proceedings, the companies operate "conjunctively", in that maintenance and construction contracts are held and performed by Main, but Kstone leases equipment to Main for the fulfilment of those contracts. Based upon my review of the history of payments made to the Bank (when payments were being made), and the evidence of Ms. Soares in earlier proceedings, with respect to the loan facilities that had been granted to Main and Kstone, sometimes Main would make payments toward Kstone facilities, and sometimes Kstone would make payments toward Main facilities.

39. On or about March 10, 2022, the Bank received a Requirement to Pay from Canada Revenue Agency ("CRA") with respect to Main in the amount of $861,685.09 for amounts owing for unremitted Harmonized Sales Tax (the "RTP"). In response to the RTP, the Bank was required to remit to CRA all funds on deposit in Main's account, which amounted to $4,429.23. Attached and marked collectively as Exhibit "Z" are copies of the RTP and the Business Account Statement for Main's account for the period from February 28, 2022 to March 31, 2022, showing the remittance to CRA.

40. The ten-day period under section 244 of the *Bankruptcy and Insolvency Act* ("*BIA*") has expired.

41. The Bank is in a position to appoint a receiver with respect to the personal property and business undertakings of the respondents pursuant to section 243 of the *BIA*.

42. Clause 13 of each of the general security agreements granted by the respondents to the Bank provides that the Bank may appoint a receiver.

43. The respondents have no further operating credit with the Bank, and appear to be funding their ongoing operations with funds that would otherwise be used to repay the Bank, or that are deemed to be held in trust for various Crown agencies.

44. I believe that it would be just and convenient for this Honourable Court to appoint a licensed insolvency trustee as receiver and manager of the respondent companies so that their assets can be realized upon and distributed among the stakeholders fairly, promptly, and equitably.

45. I would ask this Honourable Court to order that in addition to the usual powers granted to a receiver, the receiver be empowered to assign any of the respondent companies into bankruptcy in its discretion, so that the Bank will not have to incur the additional expense of bringing up to three bankruptcy applications if it should be necessary to do so to protect its priority security position.

46. The Bank proposes that Grant Thornton Limited be appointed as receiver of the assets and undertakings of the respondent companies.

47. Grant Thornton Limited has consented to act as receiver should this Honourable Court so appoint it.

48. I make this affidavit in support of the Bank's application for appointment of a receiver and for no other or improper purpose.

Affirmed remotely by Philip O'Gorman stated as being located in the City of Toronto, before me at the City of Welland in the Regional Municipality of Niagara, in the Province of Ontario, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely, this 6th day of July, 2022	)	Philip O'Gorman
J. ROSS MACFARLANE Digitally signed by J. ROSS MACFARLANE Date: 2022.07.06 10:51:48 -04'00'		PHILIP O'GORMAN
A Commissioner, etc.		

These are Exhibits "A - Z" referred to

In the Affidavit of Philip O'Gorman

Affirmed Before me by Video Conference from the City of Toronto,

to the City of Welland, in the Regional Municipality of Niagara,

In the Province of Ontario

this 6th day of July, 2022

J. ROSS MACFARLANE

Digitally signed by J. ROSS MACFARLANE
Date: 2022.07.06 10:53:05 -04'00'

A Commissioner, etc.

EXHIBIT A

Request ID: 026502823
Transaction ID: 80098869
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/07/28
Time Report Produced: 14:49:02

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2600618	MAIN INFRASTRUCTURE LTD.	2017/10/10

Jurisdiction

ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

10495 KEELE STREET

Suite # 1
MAPLE
ONTARIO
CANADA L6A 3Y9

Mailing Address

68 MAPLE GROVE AV

RICHMOND HILL
ONTARIO
CANADA L4E 2X2

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE

New Amal. Number	Notice Date
NOT APPLICABLE	NOT APPLICABLE

Letter Date

NOT APPLICABLE

Revival Date	Continuation Date
NOT APPLICABLE	NOT APPLICABLE

Transferred Out Date	Cancel/Inactive Date
NOT APPLICABLE	NOT APPLICABLE

EP Licence Eff.Date	EP Licence Term.Date
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00011	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2600618	MAIN INFRASTRUCTURE LTD.

Corporate Name History	Effective Date
MAIN INFRASTRUCTURE LTD.	2017/10/10

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:
Name (Individual / Corporation)

PAULA

SOARES

Address

68 MAPLE GROVE AV

RICHMOND HILL
ONTARIO
CANADA L4E 2X2

Date Began	First Director	
2017/10/10	NOT APPLICABLE	

Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2600618	MAIN INFRASTRUCTURE LTD.

Administrator:
Name (Individual / Corporation)

PAULA

SOARES

Address

68 MAPLE GROVE AV

RICHMOND HILL
ONTARIO
CANADA L4E 2X2

Date Began	First Director	
2017/10/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation)

PAULA

SOARES

Address

68 MAPLE GROVE AV

RICHMOND HILL
ONTARIO
CANADA L4E 2X2

Date Began	First Director	
2017/10/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	**Corporation Name**
2600618	MAIN INFRASTRUCTURE LTD.

Last Document Recorded

Act/Code	**Description**	**Form**	**Date**
CIA	ANNUAL RETURN 2019	1C	2020/09/27 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

EXHIBIT B

Royal Bank of Canada
Commercial Financial Services
3300 Highway 7
Suite 200
Concord ON L4K 4M3

January 15, 2020

Private and Confidential

MAIN INFRASTRUCTURE LTD.
Unit 1
10495 Keele Street
Vaughan ON
L6A3Y9

ROYAL BANK OF CANADA (the **"Bank"**) hereby confirms the credit facilities described below (the **"Credit Facilities"**) subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the **"Agreement"**). This Agreement amends and restates without novation the existing agreement dated September 9, 2019 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

BORROWER: Main Infrastructure Ltd. (the **"Borrower"**)

CREDIT FACILITIES

Facility #1: $1,000,000.00 revolving demand facility by way of:

a) RBP based loans **("RBP Loans")**

Revolve in increments of:	$5,000.00	Minimum retained balance:	$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 1.75%

AVAILABILITY

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

The aggregate Borrowings outstanding under this facility in excess of $500,000.00 must not exceed at any time 75% of Good Accounts Receivable less Potential Prior-Ranking Claims including, without limitation, Lienable Payables (the **"Borrowing Limit"**).

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REPAYMENT
Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

GENERAL ACCOUNT
The Borrower shall establish a current account with the Bank (the **"General Account"**) for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility.

OTHER FACILITIES
The Credit Facilities are in addition to the following facilities (the **"Other Facilities"**). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

a) Credit Card to a maximum amount of $150,000.00.

FEES
Monthly Fee:
Payable in arrears on the same day of each month.

Management Fee: $200.00

SECURITY
Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the **"Security"**), shall include:

a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
b) Guarantee and postponement of claim on the Bank's form 812 in the amount of $650,000.00 signed by Kstone Investment Corporation, supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Kstone Investment Corporation;
c) Guarantee and postponement of claim on the Bank's form 812 in the amount of $650,000.00 signed by Paula Soares;
d) Guarantee and postponement of claim on the Bank's form 812 in the amount of $650,000.00 signed by 2666492 Ontario Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of 2666492 Ontario Ltd.;
e) Postponement and assignment of claim on the Bank's form 918 signed by Paula Soares;

REPORTING REQUIREMENTS
The Borrower will provide the following to the Bank:

a) in the event the aggregate Borrowings outstanding under Facility #1 exceed $500,000.00 as at the end of any month, a Borrowing Limit Certificate, substantially in the form of Schedule

"F", signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 30 days of such month end, unless one has been provided within the immediately preceding 30 days pursuant to the Conditions Precedent Facility #1 section of this Agreement;

b) annual review engagement financial statements for the Borrower, within 120 days of each fiscal year end;

c) annual notice to reader financial statements for Kstone Investment Corporation and 2666492 Ontario Ltd., within 120 days of each fiscal year end;

d) annual notice to reader financial statements for the Borrower, Kstone Investment Corporation and 2666492 Ontario Ltd., within 120 days of each fiscal year end;

e) annual aged list of accounts receivable and aged list of accounts payable, for the Borrower, within 120 days of each fiscal year end;

f) biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2021;

g) such other financial and operating statements and reports as and when the Bank may reasonably require.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

a) a duly executed copy of this Agreement;
b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require;
d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:
e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;

CONDITIONS PRECEDENT FACILITY #1

In addition to the conditions set forth in the Conditions Precedent section above, the availability of any Borrowing under Facility #1 , if, after giving effect to the requested Borrowing, the aggregate Borrowings outstanding under this facility would exceed $500,000.00, is conditional upon the receipt of the following prior to each and every Borrowing:

a) Borrowing Limit Certificate, substantially in the form of Schedule "F", signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, unless one has been provided within the immediately preceding 30 days pursuant to this section or the Reporting Requirements section of this Agreement;

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

GOVERNING LAW JURISDICTION
Province of Ontario.

ACCEPTANCE
This Agreement is open for acceptance until February 15, 2020, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA

Per: ____________________________________
Title: Vice President

RBC Contact: Mario Giovannone

/mp

We acknowledge and accept the terms and conditions of this Agreement on this 20th day of January, 2020.

MAIN INFRASTRUCTURE LTD.

Per: ____________________________________
Name: PAULA SOARES
Title: PRESIDENT

Per: ____________________________________
Name:
Title:

I/We have the authority to bind the Borrower

\attachments:
Terms and Conditions
Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Borrowing Limit Certificate
- RBC Covarity Dashboard Terms and Conditions

TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

REPAYMENT
Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility (**"Reducing Term Loan/Facility"**), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter (**"Renewal Letter"**) to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT
Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS
The Bank shall maintain accounts and records (the **"Accounts"**) evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

a) will pay all sums of money when due under the terms of this Agreement;
b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL INDEMNITY
The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS
Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

SUCCESSORS AND ASSIGNS
This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

GAAP
Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY
The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

GOVERNING LAW
This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

DEFAULT BY LAPSE OF TIME
The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

SET-OFF
The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

NOTICES
Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

CONSENT OF DISCLOSURE
The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

NON-MERGER
The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

JOINT AND SEVERAL
Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

COUNTERPART EXECUTION
This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION
The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

ELECTRONIC IMAGING
The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a **"Paper Record"**) into electronic images (each, an **"Electronic Image"**) as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

REPRESENTATIONS AND WARRANTIES
The Borrower represents and warrants to the Bank that:
a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
b) the execution, delivery and performance by it of this Agreement do not violate any Applicable Laws or agreements to which it is subject or by which it is bound, and where applicable, have been duly authorized by all necessary actions and do not violate its constating documents;
c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease, if applicable, hereunder.

LANGUAGE
The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT
This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

EXCHANGE RATE FLUCTUATIONS
If, for any reason, the amount of Borrowings and/or Leases, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

JUDGEMENT CURRENCY
If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the **"Judgement Currency"**) any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the

Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an **"Event of Default"** which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guarantor if applicable;
f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

INCREASED COSTS

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

CONFIDENTIALITY

This Agreement and all of its terms are confidential (**"Confidential Information"**). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

Schedule "A"

DEFINITIONS

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are **"Borrowings"**;

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Good Accounts Receivable" means trade accounts receivable of the Borrower owing by Persons whose chief operating activities are located in Canada excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) those trade accounts receivable included elsewhere in the Borrowing Limit calculation, or (vii) any accounts which the Bank has previously advised to be ineligible;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Lease" means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales

Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

"Lienable Payables" means lienable payables owing by the Borrower, include but are not limited to all amounts owing to suppliers of goods and/or services to a contract site and/or to the Borrower where the lienable payables are defined by the Borrower.

"Maturity Date" means the date on which a facility is due and payable in full;

"Permitted Encumbrances" means, in respect of the Borrower:

a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
b) Security granted in favour of the Bank;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

"Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"RBP" and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning.

Schedule "B"

CALCULATION AND PAYMENT OF INTEREST AND FEES

LIMIT ON INTEREST
The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

OVERDUE PAYMENTS
Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

EQUIVALENT YEARLY RATES
The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

TIME AND PLACE OF PAYMENT
Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

RBP LOANS
The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

Schedule "F"

BORROWING LIMIT CERTIFICATE

I, ________________________________, representing the Borrower hereby certify as of month ending____:

1. I am familiar with and have examined the provisions of the Agreement dated January 15, 2019 and any amendments thereto, between Main Infrastructure Ltd., as Borrower, and Royal Bank of Canada, as the Bank and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings where used in this certificate.

2. The Borrowing Limit is $_________________, calculated as follows:

Total accounts receivable owing by Persons located in Canada					$_____
Less:	a)	Accounts, any portion of which exceeds 90 days	$_____		
	b)	Accounts due from affiliates	$_____		
	c)	"Under 90 days" accounts where collection is suspect	$_____		
	d)	Accounts subject to prior encumbrances	$_____		
	e)	Holdbacks, contra-accounts or rights of set-off	$_____		
	f)	Accounts included elsewhere in the Borrowing Limit calculation	$_____		
	g)	Other ineligible accounts	$_____		
Plus:	h)	Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, or which the Bank has designated as nevertheless good	$_____		
Good Accounts Receivable				A	$_____
Marginable Good Accounts Receivable at 75% of A				B	$_____
Less:		Potential Prior-Ranking Claims while not limited to these include:			
Sales tax, Excise & GST			$_____		
Employee source deductions such as E.I., CPP, Income Tax			$_____		
Workers Compensation Board			$_____		
Wages, Commissions, Vacation Pay			$_____		
Unpaid Pension Plan Contributions			$_____		
Overdue Rent, Property & Business Tax and potential claims from third parties such as subcontractors			$_____		
Other			$_____		
Lienable Payables			$_____		
Total Potential Prior-Ranking Claims				C	$_____
Borrowing Limit (B-C)					$_____
Less:		Facility #1 Borrowings on excess of $500,000.00			$_____
Margin Surplus (Deficit)					$_____

3. Annexed hereto are the following reports in respect of the Borrower:
   a) aged list of accounts receivable,
   b) aged list of accounts payable,
   c) listing of Potential Prior-Ranking Claims.

4. The reports and information provided herewith are accurate and complete in all respects and all amounts certified as Potential Prior-Ranking Claims are current amounts owing and not in arrears.

Dated this ________ day of ______________, 20_____.

Per: ________________________________

Name: ________________________________

Title: ________________________________

Schedule "H"

RBC COVARITY DASHBOARD TERMS AND CONDITIONS

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("**RBC Covarity Dashboard**") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "**Service**"), then the following terms and conditions (the **"RBC Covarity Dashboard Terms and Conditions"**) apply and are deemed to be included in, and form part of, the Agreement.

1. Definitions. For the purpose of the RBC Covarity Dashboard Terms and Conditions:

"**Disabling Code**" means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

"Designated User" an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

"**Electronic Channel**" means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

"**Electronic Communication**" means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

"**Electronically Submitted Certificates**" means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

"**Electronically Uploaded Financial Information**" means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

"**Internet**" means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

"**Password**" means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

"**Security Breach**" means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

"**Security Device**" means a combination of a User ID and Password.

"**Software**" means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

"User ID" means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

"Virus" means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

2. Access to the Service. The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

3. Security Devices. The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

4. Security. Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

5. Unsecure Electronic Channels. The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

6. Notice of Security Breach. The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

7. Binding Effect. Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

8. Representations and Warranties. The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

9. Evidence. Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

10. Limitation of Liability. The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

11. Termination. The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

12. Amendment. The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.

Royal Bank of Canada
Commercial Financial Services
3300 Highway 7
Suite 200
Concord, ON
L4K 4M3

July 7, 2020

Private and Confidential

MAIN INFRASTRUCTURE LTD.
Unit#1, 10495 Keele Street
Vaughan, ON
L6A3Y9

We refer to the agreement dated January 15, 2020 and any amendments thereto, between Main Infrastructure Ltd., as the Borrower, and Royal Bank of Canada, as the Bank, (the **"Agreement"**).

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or events of default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Amend the description of the facility as follows:

Facility #1: $1,350,000.00 revolving demand facility, reducing to $1,000,000.00 on July 31, 2020, by way of:

Add the following paragraph to the Availability section:
The amount available under this facility is temporarily increased for the period commencing June 26, 2020 and ending July 31, 2020 (the **"Reduction Date")**. This temporary increase is for the above referenced period only. On the Reduction Date (and provided that the Bank has not cancelled this facility or issued a demand for repayment), the amount available under this facility shall reduce to $1,000,000.00 and the Borrower shall make all payments necessary to ensure that outstanding Borrowings under this facility do not exceed the amount available at any time and from time to time.

2. The Other Facilities section paragraph a) is amended by deleting "$150,000.00" and by substituting "$175,000.00

3. The Security Section is amended and restated as follows:

SECURITY
Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the **"Security"**), shall include:

a) Guarantee and postponement of claim on the Bank's form 812 in the amount of $650,000.00 signed by Kstone Investment Corporation;

b) Guarantee and postponement of claim on the Bank's form 812 in the amount of $1,175,000.00 signed by Kstone Investment Corporation, supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Kstone Investment Corporation;

Note: Upon receipt of the security described in paragraph b) above, in form and substance satisfactory to the Bank, together with such legal opinions and any other supporting documentation as the Bank may reasonably require, to the full satisfaction of the Bank, such security will replace the security described in paragraph a) above;

c) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower

d) Guarantee and postponement of claim on the Bank's form 812 in the amount of $650,000.00 signed by Paula Soares;

e) Guarantee and postponement of claim on the Bank's form 812 in the amount of $1,175,000.00 signed by 2666492 Ontario Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of 2666492 Ontario Ltd.;

f) Postponement and assignment of claim on the Bank's form 918 signed by Paula Soares;,

4. Under the Reporting Requirements section, paragraph (h) is added as follows:

   h) monthly aged list of accounts receivable, aged list of accounts payable, and listing of Potential Prior-Ranking Claims for the Borrower, within 30 days of each month end;

5. Under the Terms and Conditions, the following is amended and restated as follows:

   CONFIDENTIALITY
   This Agreement and all of its terms are confidential (**"Confidential Information"**). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person other than the Borrower's directors, officers, employees, agents, advisors, contractors, consultants and other representatives of the Borrower who need to know the Confidential Information for the purpose of this Agreement, who shall be informed of the confidential nature of the Confidential Information and who agree or are otherwise bound to treat the Confidential Information consistent with the terms of this Agreement. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

CONDITIONS PRECEDENT
The effectiveness of this amending agreement is conditional upon receipt of:

a) a duly executed copy of this amending agreement;
b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;
e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

REVIEW FEE:
A non-refundable review fee of $350.00 is payable by the Borrower upon acceptance of this amending agreement.

COUNTERPART EXECUTION
This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until August 7, 2020, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA

Per: ______________________
Title: Vice President

RBC Contact: Mario Giovannone

/vp

Agreed to and accepted this 10th day of July, 2020

MAIN INFRASTRUCTURE LTD.

Per: ________________
Name: PAULA SOARES
Title: PRESIDENT

Per: ________________
Name:
Title:

I/We have the authority to bind the Borrower

EXHIBIT C

Royal Bank of Canada

General Security Agreement

SRF: 328047162
Borrower: MAIN INFRASTRUCTURE LTD.

3300 HIGHWAY 7
SUITE 200
CONCORD
ONTARIO
L4K 4M3
CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

(i) all Inventory of whatever kind and wherever situate;

(ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

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

(iv) all lists, records and files relating to Debtor's customers, clients and patients;

(v) 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;

(vi) all contractual rights and insurance claims;

(vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

(viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

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

Please do not write in this area

RBC328047162001012000924

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), 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 "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). 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 Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

(i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,

(ii) the details of any significant acquisition of Collateral,

(iii) the details of any claims or litigation affecting Debtor or Collateral,

(iv) any loss or damage to Collateral,

(v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and

(vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,

(iii) all financial statements prepared by or for Debtor regarding Debtor's business,

(iv) all policies and certificates of insurance relating to Collateral, and

(v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR MAIN INFRASTRUCTURE LTD.			
ADDRESS OF BUSINESS DEBTOR UNIT 1, 10495 KEELE STREET	CITY VAUGHAN	PROVINCE ONTARIO	POSTAL CODE L6A3Y9

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 17TH day SEPTEMBER 2019

MAIN INFRASTRUCTURE LTD.

WITNESSES ______ Seal

WITNESSES ______ Seal

Please do not write in this area

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SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

UNIT 1, 10495 KEELE STREET,
VAUGHAN
ONTARIO
CA
L6A3Y9

2. Locations of Records relating to Collateral

UNIT 1, 10495 KEELE STREET,
VAUGHAN
ONTARIO
CA
L6A3Y9

3. Locations of Collateral

UNIT 1, 10495 KEELE STREET,
VAUGHAN
ONTARIO
CA
L6A3Y9

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

EXHIBIT D

-
THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

-TYPE OF SEARCH : BUSINESS DEBTOR
-SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
-FILE CURRENCY : 27JUN 2022
-
-
-
0 ENQUIRY NUMBER 20220628112148.51 CONTAINS 62 PAGE(S), 11 FAMILY(IES).
-
- THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.
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-
-

ESC CORPORATE SERVICES LTD.
0 445 KING STREET WEST, SUITE 400
TORONTO ON M5V 1K4

0 CONTINUED... 2

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1                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                   MINISTRY OF GOVERNMENT SERVICES                       REPORT : PSSR060
 RUN DATE : 2022/06/28              PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM        PAGE   :       2
 ID : 20220628112148.51             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH       : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY        : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        781850925
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER             UNDER         PERIOD
 01                    001      2                              20220407 1556 1793 5567    P  PPSA        10
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                  ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE ST, UNIT#1                  MAPLE                        ON     L6A3Y9
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                  ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                TRISURA GUARANTEE INSURANCE COMPANY
      LIEN CLAIMANT
 09                       ADDRESS    333 BAY STREET SUITE 1610, BOX 22       TORONTO                      ON     M5H2R2
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                  X         X         X      X       X                                        X
0           YEAR MAKE                          MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         INVENTORY
 14   COLLATERAL      EQUIPMENT
 15   DESCRIPTION     ACCOUNTS
016   REGISTERING                    TRISURA GUARANTEE INSURANCE COMPANY
      AGENT
 17                       ADDRESS    333 BAY STREET SUITE 1610, BOX 22       TORONTO                      ON     M5H2R2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                           CONTINUED...     3
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                    MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                PAGE   :       3
 ID : 20220628112148.51                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        781850925
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    002      2                              20220407 1556 1793 5567
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                       MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         OTHER
 14   COLLATERAL      MOTOR VEHICLE INCLUDED
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                     CONTINUED...     4
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-
1                                               PROVINCE OF ONTARIO
 RUN NUMBER : 179                         MINISTRY OF GOVERNMENT SERVICES                                   REPORT : PSSR060
 RUN DATE : 2022/06/28              PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :       4
 ID : 20220628112148.51                         ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        762446781
0         CAUTION     PAGE      TOTAL            MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       005                          20200605 1028 8077 0263    P  PPSA        6
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                            ONTARIO CORPORATION NO.
 04                       ADDRESS    1-10495 KEELE ST                          VAUGHAN                     ON     L6A3Y9
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                            ONTARIO CORPORATION NO.
 07                       ADDRESS    1-10495 KEELE ST                          VAUGHAN                     ON     L6A3Y9
008   SECURED PARTY /                ROYAL BANK OF CANADA
      LIEN CLAIMANT
 09                       ADDRESS    300-5575 NORTH SERVICE RD                 BURLINGTON                  ON     L7L 6M1
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                           X                X       X                                         X
0           YEAR MAKE                      MODEL                  V.I.N.
 11   MOTOR     2020 KUBOTA                KX080-4S               47971
 12   VEHICLE
013   GENERAL         EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #
 14   COLLATERAL      201000054110 EQUIPMENT DESCRIPTION 2020 KUBOTA KX080-4S EXCAVATOR
 15   DESCRIPTION     (S/N 47971) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
016   REGISTERING                    REGISTRY = RECOVERY INC.
      AGENT
 17                       ADDRESS    1551 THE QUEENSWAY                        TORONTO                     ON     M8Z 1T5
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...     5
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1                                                         PROVINCE OF ONTARIO
 RUN NUMBER : 179                                   MINISTRY OF GOVERNMENT SERVICES                                     REPORT : PSSR060
 RUN DATE : 2022/06/28                        PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                            PAGE   :       5
 ID : 20220628112148.51                                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        762446781
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER          PERIOD
 01                    02       005                          20200605 1028 8077 0263
0               DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS
0               DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED             MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                   MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND
 14   COLLATERAL      ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
 15   DESCRIPTION     DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                          CONTINUED...     6
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1                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                PAGE   :       6
 ID : 20220628112148.51                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        762446781
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER             UNDER         PERIOD
 01                    03       005                          20200605 1028 8077 0263
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME
                                                                                    ONTARIO CORPORATION NO.
 04                      ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                    ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                      MODEL                 V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
 14   COLLATERAL      GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
 15   DESCRIPTION     LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
016   REGISTERING
      AGENT
 17                      ADDRESS
0                          *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                     CONTINUED...     7
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1 PROVINCE OF ONTARIO
RUN NUMBER : 179 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2022/06/28 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 7
ID : 20220628112148.51 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
FILE CURRENCY : 27JUN 2022
- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
0 FILE NUMBER
00 762446781

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		005		20200605 1028 8077 0263		

0 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS
0 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
008 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS
0 COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

0 YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
013 GENERAL DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
14 COLLATERAL ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO
15 DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
016 REGISTERING
AGENT
17 ADDRESS
0 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0 CONTINUED... 8

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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                   REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :       8
 ID : 20220628112148.51                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        762446781
0         CAUTION     PAGE      TOTAL            MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES               SCHEDULE          NUMBER              UNDER         PERIOD
 01                    05       005                           20200605 1028 8077 0263
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                    MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                           CONTINUED...     9
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1                                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                                             MINISTRY OF GOVERNMENT SERVICES                                         REPORT : PSSR060
 RUN DATE : 2022/06/28                                 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                                 PAGE   :       9
 ID : 20220628112148.51                                            ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       006                          20191121 1433 8077 1247    P  PPSA        5
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO.
 04                      ADDRESS    72 ELM GROVE AVE                         RICHMOND HILL              ON     L4E2W8
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO.
 07                      ADDRESS    10495 KEELE ST UNIT 1                    MAPLE                      ON     L6A3Y9
008   SECURED PARTY /               ROYAL BANK OF CANADA
      LIEN CLAIMANT
 09                      ADDRESS    300-5575 NORTH SERVICE RD                BURLINGTON                 ON     L7L 6M1
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                           X                X       X                                         X
0           YEAR MAKE                         MODEL                   V.I.N.
 11   MOTOR     2019 KUBOTA                   M7040DTNHC              97241
 12   VEHICLE   2019 KUBOTA                   1187750                 KOFV60003
013   GENERAL         EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #
 14   COLLATERAL      201000051089. EQUIPMENT DESCRIPTION 2019 KUBOTA M7040DTNHC TRACTOR,
 15   DESCRIPTION     2019 NEW KUBOTA 1187750 SNOW PLOW, 2019 BAUMAN 1140H SPREADER 300I
016   REGISTERING                   REGISTRY = RECOVERY INC.
      AGENT
 17                      ADDRESS    1551 THE QUEENSWAY                       TORONTO                    ON     M8Z 1T5
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                 CONTINUED...    10
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                       MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      10
 ID : 20220628112148.51                     ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    02       006                          20191121 1433 8077 1247
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                          ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET UNIT 1                MAPLE                   ON     L6A3Y9
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                          MODEL                  V.I.N.
 11   MOTOR     2019 KUBOTA                        1140H                  16424
 12   VEHICLE
013   GENERAL          C/W ALL ATTACHMENTS AND ACCESSORIES, S/NOS 97241 / KOFV60-003 / 16424
 14   COLLATERAL       TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
 15   DESCRIPTION      SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
016   REGISTERING
      AGENT
 17                       ADDRESS
0                               *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                             CONTINUED...    11
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1                                           PROVINCE OF ONTARIO
 RUN NUMBER : 179                     MINISTRY OF GOVERNMENT SERVICES                           REPORT : PSSR060
 RUN DATE : 2022/06/28           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                 PAGE   :      11
 ID : 20220628112148.51                   ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER          PERIOD
 01                    03       006                          20191121 1433 8077 1247
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                               MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
 14   COLLATERAL       COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
 15   DESCRIPTION      CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
016   REGISTERING
      AGENT
 17                       ADDRESS
0                               *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                     CONTINUED...    12
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                    MINISTRY OF GOVERNMENT SERVICES                             REPORT : PSSR060
 RUN DATE : 2022/06/28         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      12
 ID : 20220628112148.51                      ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       006                           20191121 1433 8077 1247
0            DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 04                       ADDRESS
0            DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0            YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
 14   COLLATERAL       COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
 15   DESCRIPTION      TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
016   REGISTERING
      AGENT
 17                       ADDRESS
0                               *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                      CONTINUED...    13
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1                                                         PROVINCE OF ONTARIO
 RUN NUMBER : 179                                   MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                         PAGE   :      13
 ID : 20220628112148.51                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER             UNDER         PERIOD
 01                    05       006                            20191121 1433 8077 1247
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                         MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
 14   COLLATERAL       COLLATERAL OR PROCEEDS OF THE COLLATERAL.
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                       CONTINUED...    14
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1                                                  PROVINCE OF ONTARIO
 RUN NUMBER : 179                            MINISTRY OF GOVERNMENT SERVICES                                 REPORT : PSSR060
 RUN DATE : 2022/06/28                PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                         PAGE   :      14
 ID : 20220628112148.51                           ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0        FILE NUMBER
 00       757826622
0        CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                   06       006                           20191121 1433 8077 1247
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                         MODEL                     V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                            CONTINUED...    15
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1                                               PROVINCE OF ONTARIO
 RUN NUMBER : 179                           MINISTRY OF GOVERNMENT SERVICES                            REPORT : PSSR060
 RUN DATE : 2022/06/28               PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      15
 ID : 20220628112148.51                          ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
 01                    01        001                  20191128 1436 8077 1653
 21   RECORD      FILE NUMBER    757826622
      REFERENCED                                                         RENEWAL    CORRECT
                  PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                          A  AMENDMENT
                                    FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/       ADD INVENTORY AND ACCOUNTS TO COLLATERAL CLASSIFICATION
 27   DESCRIPTION
 28
 02/            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                     ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09                       ADDRESS
      COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY   OR   MATURITY DATE
 10                     X         X          X     X
               YEAR  MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           REGISTRY = RECOVERY INC.
 17   SECURED PARTY/      ADDRESS    1551 THE QUEENSWAY                       TORONTO                    ON     M8Z 1T5
      LIEN CLAIMANT
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                           CONTINUED...    16
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1                                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                                  MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                       PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                         PAGE   :      16
 ID : 20220628112148.51                                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333638
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       006                          20191106 1036 8077 0327    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                  ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVE                             RICHMOND HILL              ON     L4E2W8
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                  ONTARIO CORPORATION NO.
 07                       ADDRESS    68 MAPLE GROVE AVE                           RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /                ROYAL BANK OF CANADA
      LIEN CLAIMANT
 09                       ADDRESS    300-5575 NORTH SERVICE RD                    BURLINGTON                 ON     L7L 6M1
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                            X                X       X                                        X
0             YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR     2019 CASE                        SV250                   JAFSV250EJM457358
 12   VEHICLE
013   GENERAL          EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #
 14   COLLATERAL       201000050923. EQUIPMENT DESCRIPTION 2019 NEW CASE SV250 SKID STEER
 15   DESCRIPTION      LOADER C/W ALL ATTACHMENTS AND ACCESSORIES, S/NO JAFSV250EJM457358
016   REGISTERING                    REGISTRY = RECOVERY INC.
      AGENT
 17                       ADDRESS    1551 THE QUEENSWAY                           TORONTO                    ON     M8Z 1T5
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                     CONTINUED...    17
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                      MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28             PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                   PAGE   :      17
 ID : 20220628112148.51                     ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333638
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION       REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER             UNDER        PERIOD
 01                    02       006                           20191106 1036 8077 0327
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET, UNIT 1              VAUGHAN                    ON     L6A3Y9
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
 14   COLLATERAL      SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
 15   DESCRIPTION     IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                         CONTINUED...    18
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                       MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28             PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      18
 ID : 20220628112148.51                      ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333638
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    03       006                           20191106 1036 8077 0327
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME
                                                                                     ONTARIO CORPORATION NO.
 04                      ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                     ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
 14   COLLATERAL      CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
 15   DESCRIPTION     RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
016   REGISTERING
      AGENT
 17                      ADDRESS
0                               *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                        CONTINUED...    19
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      19
 ID : 20220628112148.51                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0        FILE NUMBER
 00       757333638
0        CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                   04       006                            20191106 1036 8077 0327
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                          MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
 14   COLLATERAL       TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
 15   DESCRIPTION      PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                            CONTINUED...    20
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1                                                      PROVINCE OF ONTARIO
 RUN NUMBER : 179                                 MINISTRY OF GOVERNMENT SERVICES                                       REPORT : PSSR060
 RUN DATE : 2022/06/28                     PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                               PAGE   :      20
 ID : 20220628112148.51                                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333638
0         CAUTION     PAGE      TOTAL            MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES               SCHEDULE          NUMBER              UNDER          PERIOD
 01                    05       006                             20191106 1036 8077 0327
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                  ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                  ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         COLLATERAL OR PROCEEDS OF THE COLLATERAL.
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                     CONTINUED...    21
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                      REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                              PAGE   :      21
 ID : 20220628112148.51                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0        FILE NUMBER
 00       757333638
0        CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER          PERIOD
 01                   06       006                         20191106 1036 8077 0327
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                            CONTINUED...    22
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      22
 ID : 20220628112148.51                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
 01                    01        001                  20191106 1437 8077 0369
 21   RECORD      FILE NUMBER    757333638
      REFERENCED                                                               RENEWAL    CORRECT
                  PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                           A  AMENDMENT
                                      FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/       ADD INVENTORY AND ACCOUNTS TO COLLATERAL CLASSIFICATION
 27   DESCRIPTION
 28
 02/            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                                    ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09                       ADDRESS
      COLLATERAL CLASSIFICATION
            CONSUMER                                   MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED      AMOUNT  MATURITY  OR   MATURITY DATE
 10                      X         X          X     X
                YEAR  MAKE                         MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           REGISTRY = RECOVERY INC.
 17   SECURED PARTY/      ADDRESS    1551 THE QUEENSWAY                       TORONTO                     ON     M8Z 1T5
      LIEN CLAIMANT
0                                       *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                       CONTINUED...    23
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1                                         PROVINCE OF ONTARIO
 RUN NUMBER : 179                   MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM               PAGE   :      23
 ID : 20220628112148.51                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0        FILE NUMBER
 00       755501103
0        CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES           SCHEDULE          NUMBER             UNDER        PERIOD
 01                   01       001                          20190916 1442 1530 3772    P  PPSA        5
0              DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME   MAIN INFRASTRUCTURE LTD.
                                                                                      ONTARIO CORPORATION NO.
 04                      ADDRESS   UNIT 1, 10495 KEELE STREET              VANCOUVER                ON     L6A 3Y9
0              DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                      ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /              ROYAL BANK OF CANADA
      LIEN CLAIMANT
 09                      ADDRESS   36 YORK MILLS ROAD, 4TH FLOOR           TORONTO                  ON     M2P 0A4
0     COLLATERAL CLASSIFICATION
           CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
            GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                    X         X         X      X       X
0              YEAR MAKE                        MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                  CANADIAN SECURITIES REGISTRATION SYSTEMS
      AGENT
 17                      ADDRESS   4126 NORLAND AVENUE                     BURNABY                  BC     V5G 3S8
0                                    *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                           CONTINUED...    24
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1                                                      PROVINCE OF ONTARIO
 RUN NUMBER : 179                                MINISTRY OF GOVERNMENT SERVICES                                     REPORT : PSSR060
 RUN DATE : 2022/06/28                     PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                            PAGE   :      24
 ID : 20220628112148.51                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        747920007
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE         NUMBER              UNDER         PERIOD
 01                    001      4                           20190129 1000 9237 2178    P  PPSA        05
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                           ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET                      MAPLE                        ON     L6A 3Y9
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                           ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET                      MAPLE                        ON     L6A 3Y9
008   SECURED PARTY /                CURRENT FINANCIAL CORP.
      LIEN CLAIMANT
 09                       ADDRESS    TOWER 1 2020, 10060 JASPER AVE          EDMONTON                     AB     T5J 3R8
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                           X                          X                 01MAR2023
0             YEAR MAKE                     MODEL                   V.I.N.
 11   MOTOR     2017 CASE LOADER                580SN BACKHOE           JJGN58SRLGC734231
 12   VEHICLE
013   GENERAL         2017 CASE LOADER 580SN BACKHOE S/N? JJGN58SRLGC734231 TOGETHER WITH
 14   COLLATERAL      ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
 15   DESCRIPTION     SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
016   REGISTERING                    TERIO SOLUTIONS INC
      AGENT
 17                       ADDRESS    38 WALLACE PLACE                        DELTA                        BC     V4M3V2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                 CONTINUED...    25
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                                MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                     PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                           PAGE   :      25
 ID : 20220628112148.51                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        747920007
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING      NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                   002      4                            20190129 1000 9237 2178
0               DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      06DEC1973         PAULA                   A       SOARES
 03   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET                        MAPLE                           ON     L6A 3Y9
0               DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973         PAULA                           SOARES
 06   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET                        MAPLE                           ON     L6A 3Y9
008   SECURED PARTY /                CANADIAN WESTERN BANK
      LIEN CLAIMANT
 09                       ADDRESS    300 - 700 ST. ALBERT TRAIL                ST.ALBERT                       AB     T8N 7J7
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY   OR   MATURITY DATE
 10
0               YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
 14   COLLATERAL      COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
 15   DESCRIPTION     CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                        CONTINUED...    26
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                             MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      26
 ID : 20220628112148.51                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        747920007
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    003      4                             20190129 1000 9237 2178
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973         JORGE                   M       SOARES
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET                       MAPLE                       ON     L6A 3Y9
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      04NOV1973         JORGE                           SOARES
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET                       MAPLE                       ON     L6A 3Y9
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0            YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
 14   COLLATERAL       COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
 15   DESCRIPTION      TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                CONTINUED...    27
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1                                         PROVINCE OF ONTARIO
 RUN NUMBER : 179                   MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM               PAGE   :      27
 ID : 20220628112148.51                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        747920007
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION       REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES           SCHEDULE          NUMBER              UNDER         PERIOD
 01                    004      4                            20190129 1000 9237 2178
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY   OR   MATURITY DATE
 10
0           YEAR MAKE                      MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
 14   COLLATERAL      COLLATERAL OR PROCEEDS OF THE COLLATERAL.
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                             *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                   CONTINUED...    28
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1                                            PROVINCE OF ONTARIO
 RUN NUMBER : 179                        MINISTRY OF GOVERNMENT SERVICES                      REPORT : PSSR060
 RUN DATE : 2022/06/28            PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM              PAGE   :      28
 ID : 20220628112148.51                      ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN           ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       007                          20181211 1405 1462 7607    P  PPSA        5
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                            ONTARIO CORPORATION NO.
 04                       ADDRESS    68 MAPLE GROVE AVENUE                   RICHMOND HILL              ON     L4E2X2
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                            ONTARIO CORPORATION NO.
 07                       ADDRESS    68 MAPLE GROVE AVENUE                   RICHMOND HILL              ON     L4E2X2
008   SECURED PARTY /                ADD CAPITAL CORP.
      LIEN CLAIMANT
 09                       ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                    ON     L3R8E2
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                                          X       X                                          X
0            YEAR MAKE                     MODEL                   V.I.N.
 11   MOTOR     2013 INTERNATIONAL          4300 SBA DURASTAR       1HTMMAAP4DH200672
 12   VEHICLE
013   GENERAL         COMPLETE SERIAL NUMBERED COLLATERAL SHOULD READ, 1-2013
 14   COLLATERAL      INTERNATIONAL 4300 SBA DURASTAR S/A TILT & LOAD TRUCK, SERIAL
 15   DESCRIPTION     NUMBER, 1HTMMAAP4DH200672
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                    ON     L3R8E2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                        CONTINUED...    29
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1                                             PROVINCE OF ONTARIO
 RUN NUMBER : 179                      MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                  PAGE   :      29
 ID : 20220628112148.51                     ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN           ** THIS REGISTRATION HAS BEEN DISCHARGED **
0        FILE NUMBER
 00       746748117
0        CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                   02       007                          20181211 1405 1462 7607    P  PPSA        5
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET, UNIT 1              MAPLE                      ON     L6A3Y9
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET, UNIT 1              MAPLE                      ON     L6A3Y9
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL      ALL GOODS OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION
 15   DESCRIPTION     NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                       CONTINUED...    30
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1                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                  MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM              PAGE   :      30
 ID : 20220628112148.51                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN           ** THIS REGISTRATION HAS BEEN DISCHARGED **
0        FILE NUMBER
 00       746748117
0        CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                   03       007                           20181211 1405 1462 7607    P  PPSA        5
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973         JORGE                   M       MARQUES SOARES
 03   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      04NOV1973         JORGE                   S       MARQUES
 06   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                         MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,
 14   COLLATERAL       ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,
 15   DESCRIPTION      SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                             CONTINUED...    31
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                       PAGE   :      31
 ID : 20220628112148.51                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       007                            20181211 1405 1462 7607    P  PPSA        5
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973          JORGE                   M       SOARES
 03   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 04                        ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973          PAULA                   A       SOARES
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                        ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                        ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL           FOREGOING.
 14   COLLATERAL        PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL
 15   DESCRIPTION       PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING
016   REGISTERING                      ADD CAPITAL CORP.
      AGENT
 17                        ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                       *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                         CONTINUED...    32
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                        REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM               PAGE   :      32
 ID : 20220628112148.51                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE     TOTAL           MOTOR VEHICLE     REGISTRATION       REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER             UNDER        PERIOD
 01                    05       007                            20181211 1405 1462 7607    P  PPSA       5
0            DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS
0            DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0            YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT
 14   COLLATERAL      LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR
 15   DESCRIPTION     COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...    33
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1                                                     PROVINCE OF ONTARIO
 RUN NUMBER : 179                                MINISTRY OF GOVERNMENT SERVICES                                 REPORT : PSSR060
 RUN DATE : 2022/06/28                      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                       PAGE   :      33
 ID : 20220628112148.51                                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE     TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    06       007                          20181211 1405 1462 7607    P  PPSA        5
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                   MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,
 14   COLLATERAL      GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,
 15   DESCRIPTION     INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                        ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                      CONTINUED...    34
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1                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28        PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM              PAGE   :      34
 ID : 20220628112148.51                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    07       007                           20181211 1405 1462 7607    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                       MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL      AND PROCEEDS THEREOF
 15   DESCRIPTION
016   REGISTERING                   ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                         CONTINUED...    35
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1                                                       PROVINCE OF ONTARIO
 RUN NUMBER : 179                                 MINISTRY OF GOVERNMENT SERVICES                                   REPORT : PSSR060
 RUN DATE : 2022/06/28                     PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      35
 ID : 20220628112148.51                                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE         NUMBER              UNDER
 01                    01        001                  20220623 1009 1462 1711
 21   RECORD      FILE NUMBER    746748117
      REFERENCED                                                                 RENEWAL    CORRECT
                  PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                           C  DISCHARGE
                                     FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/
 27   DESCRIPTION
 28
 02/            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                                ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09                       ADDRESS
      COLLATERAL CLASSIFICATION
            CONSUMER                                   MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
 10
                YEAR  MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           ADD CAPITAL CORP.
 17   SECURED PARTY/      ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                    ON     L3R8E2
      LIEN CLAIMANT
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                              CONTINUED...    36
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1                                            PROVINCE OF ONTARIO
 RUN NUMBER : 179                      MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      36
 ID : 20220628112148.51                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745983972
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    01       006                          20181119 1406 1462 7676    P  PPSA        6
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS    68 MAPLE GROVE AVENUE                     RICHMOND HILL              ON     L4E2X2
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET, UNIT 1                MAPLE                      ON     L6A3Y9
008   SECURED PARTY /                ADD CAPITAL CORP.
      LIEN CLAIMANT
 09                       ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                    ON     L3R8E2
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                           X                X                                                X
0              YEAR MAKE                     MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND
 14   COLLATERAL       AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,
 15   DESCRIPTION      ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                   CONTINUED...    37
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                       MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                   PAGE   :      37
 ID : 20220628112148.51                       ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0        FILE NUMBER
 00       745983972
0        CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER         PERIOD
 01                   02       006                           20181119 1406 1462 7676    P  PPSA        6
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL              ON     L4E2X2
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET, UNIT 1               MAPLE                      ON     L6A3Y9
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFORE, AND ALL RIGHTS,
 14   COLLATERAL       RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE
 15   DESCRIPTION      OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...    38
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                        PAGE   :      38
 ID : 20220628112148.51                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745983972
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    03       006                           20181119 1406 1462 7676    P  PPSA        6
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973          JORGE                   M       MARQUES SOARES
 03   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL             ON     L4E2W8
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      04NOV1973          JORGE                   S       MARQUES
 06   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL             ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          RELATING THERETO.
 14   COLLATERAL
 15   DESCRIPTION      PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                   ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                 CONTINUED...    39
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                            REPORT : PSSR060
 RUN DATE : 2022/06/28                 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      39
 ID : 20220628112148.51                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745983972
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       006                          20181119 1406 1462 7676    P  PPSA        6
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973         JORGE                   M       SOARES
 03   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973         PAULA                   A       SOARES
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                       MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING
 14   COLLATERAL      OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT
 15   DESCRIPTION     LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                 CONTINUED...    40
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1                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                  MINISTRY OF GOVERNMENT SERVICES                         REPORT : PSSR060
 RUN DATE : 2022/06/28        PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM               PAGE   :      40
 ID : 20220628112148.51                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745983972
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER         PERIOD
 01                    05       006                        20181119 1406 1462 7676    P  PPSA        6
0            DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS
0            DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0            YEAR MAKE                       MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER
 14   COLLATERAL      PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,
 15   DESCRIPTION     GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2             MARKHAM                      ON     L3R8E2
0                                    *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                 CONTINUED...    41
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                            PAGE   :      41
 ID : 20220628112148.51                                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745983972
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    06       006                          20181119 1406 1462 7676    P  PPSA        6
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.
 14   COLLATERAL
 15   DESCRIPTION     AND PROCEEDS THEREOF
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...    42
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1                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                  MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28       PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      42
 ID : 20220628112148.51                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN           ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER             UNDER         PERIOD
 01                    01       008                            20181119 1406 1462 7677    P  PPSA        5
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS    68 MAPLE GROVE AVENUE                   RICHMOND HILL              ON     L4E2X2
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET, UNIT 1              MAPLE                      ON     L6A3Y9
008   SECURED PARTY /                ADD CAPITAL CORP.
      LIEN CLAIMANT
 09                       ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                    ON     L3R8E2
0     COLLATERAL CLASSIFICATION
           CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
            GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                           X                X       X                                         X
0             YEAR MAKE                      MODEL                    V.I.N.
 11   MOTOR     2012 INTERNATIONAL           4300 DUMP TRUCK          1HTJTSKM7CH083796
 12   VEHICLE   2011 INTERNATIONAL           4300 DUMP TRUCK          1HTJTSKM6BJ399391
013   GENERAL         COMPLETE SERIAL NUMBERED COLLATERAL SHOULD READ, 1-2012
 14   COLLATERAL      INTERNATIONAL DUMP TRUCK, SERIAL NUMBER, 1HTJTSKM7CH083796, COMES
 15   DESCRIPTION     WITH 1-NEW VOTH 13 FOOT 9 INCH STEEL DUMP BOX WITH SPLIT FOLD-DOWN
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                    ON     L3R8E2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                          CONTINUED...    43
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1                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                   MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                   PAGE   :      43
 ID : 20220628112148.51                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN           ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    02       008                             20181119 1406 1462 7677    P  PPSA        5
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET, UNIT 1               MAPLE                        ON     L6A3Y9
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL                ON     L4E2X2
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                      MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         SIDES, SERIAL NUMBER, 2017-55 AND  1-2011 INTERNATIONAL DUMP TRUCK,
 14   COLLATERAL      SERIAL NUMBER, 1HTJTSKM6BJ399391, COMES WITH 1-NEW VOTH 13 FOOT 9
 15   DESCRIPTION     INCH STEEL DUMP BOX WITH SPLIT FOLD-DOWN SIDES, SERIAL NUMBER, 2018-
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                      ON     L3R8E2
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                        CONTINUED...    44
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                    MINISTRY OF GOVERNMENT SERVICES                       REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM             PAGE   :      44
 ID : 20220628112148.51                   ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER       PERIOD
 01                    03       008                        20181119 1406 1462 7677    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973          JORGE                  M       MARQUES SOARES
 03   NAME          BUSINESS NAME
                                                                                        ONTARIO CORPORATION NO.
 04                        ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      04NOV1973          JORGE                  S       MARQUES
 06   NAME          BUSINESS NAME
                                                                                        ONTARIO CORPORATION NO.
 07                        ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                        ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         876
 14   COLLATERAL      ALL GOODS OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION
 15   DESCRIPTION     NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                        ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                        *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                            CONTINUED...    45
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                          MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                       PAGE   :      45
 ID : 20220628112148.51                          ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0        FILE NUMBER
 00       745983981
0        CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                   04       008                            20181119 1406 1462 7677    P  PPSA        5
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973         JORGE                   M       SOARES
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973         PAULA                   A       SOARES
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,
 14   COLLATERAL       ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,
 15   DESCRIPTION      SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...    46
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1                                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                                        MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                             PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                           PAGE   :      46
 ID : 20220628112148.51                                       ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    05       008                           20181119 1406 1462 7677    P  PPSA        5
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                    MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                     V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         FOREGOING.
 14   COLLATERAL      PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL
 15   DESCRIPTION     PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING
016   REGISTERING                ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                     ON     L3R8E2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...    47
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1                                      PROVINCE OF ONTARIO
 RUN NUMBER : 179                  MINISTRY OF GOVERNMENT SERVICES                      REPORT : PSSR060
 RUN DATE : 2022/06/28       PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM             PAGE   :      47
 ID : 20220628112148.51                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN           ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER        PERIOD
 01                    06       008                        20181119 1406 1462 7677    P  PPSA        5
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                      ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                      ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED             MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT
 14   COLLATERAL      LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR
 15   DESCRIPTION     COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                      CONTINUED...    48
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1                                     PROVINCE OF ONTARIO
 RUN NUMBER : 179                  MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28        PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                PAGE   :      48
 ID : 20220628112148.51                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN           ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    07       008                            20181119 1406 1462 7677    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,
 14   COLLATERAL       GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,
 15   DESCRIPTION      INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.
016   REGISTERING                   ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                    ON     L3R8E2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                         CONTINUED...    49
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                     MINISTRY OF GOVERNMENT SERVICES                        REPORT : PSSR060
 RUN DATE : 2022/06/28           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM              PAGE   :      49
 ID : 20220628112148.51                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION       REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER             UNDER        PERIOD
 01                    08       008                          20181119 1406 1462 7677    P  PPSA        5
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL      AND PROCEEDS THEREOF
 15   DESCRIPTION
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                               CONTINUED...    50
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                       MINISTRY OF GOVERNMENT SERVICES                        REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                 PAGE   :      50
 ID : 20220628112148.51                     ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER              UNDER
 01                    01        001                  20220623 1009 1462 1712
 21   RECORD      FILE NUMBER    745983981
      REFERENCED                                                          RENEWAL    CORRECT
                  PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                          C  DISCHARGE
                                     FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/
 27   DESCRIPTION
 28
 02/           DATE OF BIRTH         FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                     ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09                       ADDRESS
      COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
 10
               YEAR  MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           ADD CAPITAL CORP.
 17   SECURED PARTY/      ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
      LIEN CLAIMANT
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                         CONTINUED...    51
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                      MINISTRY OF GOVERNMENT SERVICES                            REPORT : PSSR060
 RUN DATE : 2022/06/28            PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                  PAGE   :      51
 ID : 20220628112148.51                        ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113411
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       005                          20181024 1005 1462 9458    P  PPSA        7
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                 ONTARIO CORPORATION NO. 2504862
 04                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL              ON     L4E2X2
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                 ONTARIO CORPORATION NO. 2600618
 07                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL              ON     L4E2X2
008   SECURED PARTY /                ARUNDEL CAPITAL CORPORATION
      LIEN CLAIMANT
 09                       ADDRESS    SUITE 420, 5119 ELBOW DRIVE SW           CALGARY                    AB     T2V1H2
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED             MATURITY  OR   MATURITY DATE
 10                             X                          X     122700       23OCT2025
0              YEAR MAKE                          MODEL                  V.I.N.
 11   MOTOR     2018 CASE                         SR175 LOADER           JAFSR175TJM443745
 12   VEHICLE   2018 CASE                         SR175 LOADER           JAFSR175EJM448974
013   GENERAL         ONE(1) NEW 2018 CASE SR175 SKID STEER LOADER S/N JAFSR175TJM443745,
 14   COLLATERAL      ONE(1) NEW 2018 CASE SR175 SKID STEER LOADER S/N JAFSR175EJM448974,
 15   DESCRIPTION     ONE(1) NEW 2018 CASE SR175 SKID STEER LOADER S/N JAFSR175LJM448972,
016   REGISTERING                    ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                         CONTINUED...    52
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                      MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28             PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                  PAGE   :      52
 ID : 20220628112148.51                     ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113411
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    02       005                            20181024 1005 1462 9458    P  PPSA        7
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      06DEC1973         PAULA                  A       SOARES
 03   NAME          BUSINESS NAME
                                                                                               ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE ROAD                          RICHMOND HILL              ON     L4E2W8
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                               ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                     V.I.N.
 11   MOTOR     2018 CASE                        SR175 LOADER              JAFSR175LJM448972
 12   VEHICLE   2018 CASE                        SR175 LOADER              JAFSR175KJM446907
013   GENERAL         ONE(1) NEW 2018 CASE SR175 SKID STEER LOADER S/N JAFSR175KJM446907,
 14   COLLATERAL      ONE(1) NEW 2018 CASE SR175 SKID STEER LOADER S/N JAFSR175CJM446909,
 15   DESCRIPTION     TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
016   REGISTERING                 ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                   CALGARY                    AB     T2V1H2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                     CONTINUED...    53
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                         PAGE   :      53
 ID : 20220628112148.51                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113411
0         CAUTION     PAGE     TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    03       005                         20181024 1005 1462 9458    P  PPSA        7
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED             MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR     2018 CASE                        SR175 LOADER             JAFSR175CJM446909
 12   VEHICLE
013   GENERAL         REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND
 14   COLLATERAL      ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
 15   DESCRIPTION     DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
016   REGISTERING                    ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                        CONTINUED...    54
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                      MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                  PAGE   :      54
 ID : 20220628112148.51                     ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113411
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    04       005                           20181024 1005 1462 9458    P  PPSA        7
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                       MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
 14   COLLATERAL      GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
 15   DESCRIPTION     LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
016   REGISTERING                ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...    55
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1                                                            PROVINCE OF ONTARIO
 RUN NUMBER : 179                                   MINISTRY OF GOVERNMENT SERVICES                                   REPORT : PSSR060
 RUN DATE : 2022/06/28                       PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                           PAGE   :      55
 ID : 20220628112148.51                                   ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113411
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER        PERIOD
 01                    05       005                          20181024 1005 1462 9458    P  PPSA        7
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
 14   COLLATERAL      ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE
 15   DESCRIPTION     TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
016   REGISTERING                   ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                CALGARY                    AB     T2V1H2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                              CONTINUED...    56
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      56
 ID : 20220628112148.51                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
 01                    001       1                     20181024 1214 1793 6261
 21   RECORD      FILE NUMBER    745113411
      REFERENCED                                                             RENEWAL    CORRECT
                  PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                            A  AMENDMENT
                                 FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/       ADD A SECURED PARTY
 27   DESCRIPTION
 28
 02/            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                         ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08                              STRIDE CAPITAL CORP.
 09                       ADDRESS    #420B, 5119 ELBOW DRIVE SW                CALGARY                    AB     T2V1H2
      COLLATERAL CLASSIFICATION
            CONSUMER                                   MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
 10
                YEAR  MAKE                        MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           ARUNDEL CAPITAL CORPORATION
 17   SECURED PARTY/      ADDRESS    420, 5119 ELBOW DRIVE SW                  CALGARY                    AB     T2V1H2
      LIEN CLAIMANT
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                            CONTINUED...    57
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1                                             PROVINCE OF ONTARIO
 RUN NUMBER : 179                          MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      57
 ID : 20220628112148.51                           ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113429
0         CAUTION     PAGE     TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       005                           20181024 1005 1462 9459    P  PPSA        7
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                          ONTARIO CORPORATION NO. 2504862
 04                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL             ON     L4E2X2
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                          ONTARIO CORPORATION NO. 2600618
 07                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL             ON     L4E2X2
008   SECURED PARTY /                ARUNDEL CAPITAL CORPORATION
      LIEN CLAIMANT
 09                       ADDRESS    SUITE 420, 5119 ELBOW DRIVE SW           CALGARY                   AB     T2V1H2
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                            X                         X     122700       23OCT2025
0           YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR     2018 CASE                    SV185 LOADER            JAFSV185LJM444642
 12   VEHICLE   2018 CASE                    SV185 LOADER            JAFSV185CJM451800
013   GENERAL         ONE(1) NEW 2018 CASE SV185 SKID STEER LOADER S/N JAFSV185LJM444642,
 14   COLLATERAL      ONE(1) NEW 2018 CASE SV185 SKID STEER LOADER S/N JAFSV185CJM451800,
 15   DESCRIPTION     ONE(1) NEW 2018 CASE SV185 SKID STEER LOADER S/N JAFSV185HJM451799,
016   REGISTERING                    ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                   AB     T2V1H2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                              CONTINUED...    58
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1                                                     PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                 REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                        PAGE   :      58
 ID : 20220628112148.51                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113429
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    02       005                           20181024 1005 1462 9459    P  PPSA        7
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      06DEC1973         PAULA                  A       SOARES
 03   NAME         BUSINESS NAME
                                                                                     ONTARIO CORPORATION NO.
 04                      ADDRESS    72 ELM GROVE ROAD                      RICHMOND HILL              ON     L4E2W8
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                     ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR     2018 CASE                        SV185 LOADER             JAFSV185HJM451799
 12   VEHICLE
013   GENERAL         TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
 14   COLLATERAL      REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND
 15   DESCRIPTION     ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
016   REGISTERING                   ARUNDEL CAPITAL CORPORATION
      AGENT
 17                      ADDRESS    420, 5119 ELBOW DRIVE SW               CALGARY                    AB     T2V1H2
0                                 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                          CONTINUED...    59
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1                                       PROVINCE OF ONTARIO
 RUN NUMBER : 179                  MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28       PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                  PAGE   :      59
 ID : 20220628112148.51                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113429
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    03       005                           20181024 1005 1462 9459    P  PPSA        7
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                       MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
 14   COLLATERAL      LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
 15   DESCRIPTION     GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
016   REGISTERING                ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                CALGARY                   AB     T2V1H2
0                                    *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                     CONTINUED...    60
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1                                               PROVINCE OF ONTARIO
 RUN NUMBER : 179                          MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28              PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      60
 ID : 20220628112148.51                          ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113429
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       005                            20181024 1005 1462 9459    P  PPSA        7
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                       MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
 14   COLLATERAL       DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
 15   DESCRIPTION      ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE
016   REGISTERING                   ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                   CONTINUED...    61
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                          MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28              PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      61
 ID : 20220628112148.51                         ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113429
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    05       005                           20181024 1005 1462 9459    P  PPSA        7
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL        TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                 ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                  CALGARY                    AB     T2V1H2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                      CONTINUED...    62
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                               REPORT : PSSR060
 RUN DATE : 2022/06/28                 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                        PAGE   :      62
 ID : 20220628112148.51                              ENQUIRY SEARCH RESPONSE

0TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MAIN INFRASTRUCTURE LTD.
 FILE CURRENCY       : 27JUN 2022
-                        INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.
-
-
 FILE NUMBER      REGISTRATION NUMBER       REGISTRATION NUMBER       REGISTRATION NUMBER       REGISTRATION NUMBER
-781850925       20220407 1556 1793 5567
 762446781       20200605 1028 8077 0263
 757826622       20191121 1433 8077 1247   20191128 1436 8077 1653
 757333638       20191106 1036 8077 0327   20191106 1437 8077 0369
 755501103       20190916 1442 1530 3772
 747920007       20190129 1000 9237 2178
 746748117       20181211 1405 1462 7607   20220623 1009 1462 1711
 745983972       20181119 1406 1462 7676
 745983981       20181119 1406 1462 7677   20220623 1009 1462 1712
 745113411       20181024 1005 1462 9458   20181024 1214 1793 6261
 745113429       20181024 1005 1462 9459
-
-
-
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-
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-
0    16  REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.
-
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EXHIBIT E

E-FORM 60450 (03/2019)

Royal Bank

RBC Royal Bank® Visa‡ Business Card Agreement

For good and valuable consideration, we accept your offer for the Account and each Card on the following terms and conditions:

1. **What the Words Mean:** In this Agreement and the Disclosure Statement, please remember that,

   "we", "our" and "us" mean the Applicant, and;

   "you" and "your" mean Royal Bank of Canada and companies under RBC®.

   Please also remember that in this Agreement and the Disclosure Statement:

   "Account" means an RBC Avion® Visa Infinite Business‡ ("**Avion Visa Infinite Business**"), RBC Avion Visa Business ("**Avion Visa Business**") (formerly "RBC Visa Business Platinum Avion"), RBC Visa Business ("**Visa Business**") or RBC Visa Business Gold ("**Visa Business Gold**") account that you have opened for the Applicant. You may add other types of Accounts to this list at any time. All Cards you issue to Cardholders under an Account form part of the Account;

   "Account Statement" means your written statement of the Account that you prepare for a Cardholder about every three (3) or four (4) weeks. The period covered by each Account Statement will vary between 27 days and 34 days;

   "Aggregate Credit Limit" means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardholders under this Agreement;

   "Agreement" means this Visa Business Card Agreement and all annexes attached to this Visa Business Card Agreement;

   "Applicant" means the business identified in an application for an Account;

   "Application" means the request made to you for the Account and each Card;

   "Authorized Person" means any individual we have designated in writing as being authorized to ask you to open an Account and issue a Card to a Cardholder under this Agreement and to perform administrative duties for us under this Agreement;

   "Card" means any Visa Business credit card you issue to a Cardholder on an Account in their name at our request, and all renewals of and replacements for that credit card;

   "Cardholder" means an individual for whom you have opened an Account and to whom you have issued a Card on that Account at the request of an Authorized Person under this Agreement;

   "Cash Advance" means an advance of cash that is charged to a Cardholder's Account with, or in connection with, their Card (or any other eligible Account access card you have issued to the Cardholder) and bill payments made from the Account at a bank branch, at a banking machine or on the Internet, Credit Card Cheques, balance transfers and "cash-like" transactions, including, without limitation, money orders, wire transfers, travellers' cheques, and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, lottery tickets);

   "Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardholder's Account under this Agreement;

   "Debt" means all amounts charged to a Cardholder's Account with or in connection with their Card, including Purchases, Cash Advances, interest, and Fees;

   "Disclosure Statement" means your written statement of the Interest Rates and Fees for each Account and each Card set out in a document accompanying each Card when you issue it to a Cardholder and in any other document or statement you may send to Cardholders or us from time to time;

   "Fee" means a fee that applies to a Cardholder's Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement you may send to the Cardholder or us from time to time;

   "Grace Period" means the number of days between the Cardholder's Statement Date and Payment Due Date;

   "Interest-Bearing Balance" means the unpaid balance of the Debt outstanding in a Cardholder's Account that is made up of any combination of Interest-Bearing Purchases and Interest-Bearing Fees and Cash Advances;

   "Interest-Bearing Purchase and Interest-Bearing Fee" means a Purchase or Fee appearing on an Account Statement for the first time whether either or both of the following occurs: (i) the Debt shown on that Account Statement is not paid in full by that Account Statement's Payment Due Date or (ii) the Debt shown on the preceding Account Statement was not paid in full by the preceding Account Statement's Payment Due Date;

   "Interest Rate (Cash Advances including Credit Card Cheques)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

   "Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase and Interest-Bearing Fee;

   "Interest Rates" mean, collectively, the Interest Rate (Cash Advances including Credit Card Cheques) and the Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees);

   "Liability Waiver Program" means the RBC Royal Bank Visa Liability Waiver Program in force from time to time, a current copy of which is annexed to this Agreement;

   "Minimum Payment" means the amount indicated as such on an Account Statement;

   "New Balance" means the amount indicated as such on an Account Statement;

   "Payment Due Date" means the date indicated as such on an Account Statement;

"Personal Identification Number" means the personal identification number that a Cardholder has selected in your prescribed manner;

"Purchase" means a purchase of goods or services (or both) that is charged to a Cardholder's Account with or in connection with their Card;

"Statement Date" means the last date of the Statement period for which an Account Statement is produced;

"Terms of Use" means the Visa Business Reporting Terms of Use and/or the Visa Payment Controls Cardholder Terms and Conditions, established by Visa, that each User will be asked to read and agree with upon first log-in to Visa Business Reporting or Visa Payment Controls, and from time to time thereafter when prompted by Visa;

"User" means each authorized user of Visa Business Reporting and/ or Visa Payment Controls designated and enrolled by the Applicant;

"Visa" means Visa Canada Corporation, Visa Inc., Visa International Service Association, Visa Worldwide Pte. Limited, and Visa U.S.A. Inc. including their subsidiaries and/or their affiliated entities;

"Visa Business Reporting" means the reporting and analyzing online tool provided by Visa, which enables Avion Visa Infinite Business Applicants to self-manage their spending by being able to track expenses, save receipts, create reports, and more; and

"Visa Payment Controls" means the online tool provided by Visa, which enables Avion Visa Infinite Business Applicants to selfmanage the usage of each Card on their Account, by selecting various controls such as spending controls, category controls and locations controls.

2. **General Terms of Agreement:** This Agreement and the Disclosure Statement apply to each Account and Card. This Agreement replaces all prior Visa Business Card agreements between you and us for each Account and Card.

This Agreement is our promise to pay amounts owing on each of our Visa Business Accounts. It together with our Visa Business Card Application explains our rights and duties.

We acknowledge and agree that we must provide each Cardholder with a copy of this Agreement.

If a Cardholder signs, activates or uses their Card or their Account, it will mean that we have received and read this Agreement and agree to and accept all of its terms.

We confirm that all information provided to you regarding the Applicant's ownership, control and structure is true, complete and accurate in all respects.

We must promptly give you up-to-date credit and financially related information about us when you ask for it. The section headings in this Agreement appear only for ease of reference purposes. They do not form part of this Agreement.

3. **Account Opening/Card Issuance and Renewal:** You will open an Account for, and will issue a Card on that Account to, a Cardholder at our request or at the request of an Authorized Person made on a fully completed request form that you have prescribed for this purpose. For any Cardholder that is not responsible for the payment of any Debt under this Agreement, you will maintain a record of the name of the Cardholder only. We acknowledge and agree that we shall obtain the name, address, telephone number, and date of birth of such Cardholders and shall maintain a record of such information obtained for a period of 7 years. We agree to immediately provide such information to you if requested by you.

You will also issue renewal and replacement Cards (excluding an emergency replacement Card) to each Cardholder before the expiration date indicated on the Card last issued to them. You will continue to issue renewal and replacement Cards to a Cardholder in this way until we or the Cardholder tells you to stop. An emergency replacement Card will be issued by you to a Cardholder when required according to your customary operating procedures.

4. **Account and Card Use:** A Cardholder may use their Account and Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions and other transactions you permit from time to time. The use of each Account and Card is governed by this Agreement. An Account and Card may only be used by the Cardholder in whose name it has been opened or issued. A Cardholder must not use their Card after the expiration date shown on it or after the termination of this Agreement. A Cardholder may not use their Card for any illegal, improper or unlawful purpose.

You reserve the right to refuse your authorization for certain types of transactions as determined by you.

5. **Visa Business Reporting and Visa Payment Controls**

<u>Applicable to Avion Visa Infinite Business Accounts only</u>

You offer Avion Visa Infinite Business Applicants access to Visa Business Reporting and Visa Payment Controls. These tools are administered by the Applicant and additional Users may be enrolled by the Applicant. All Users are subject to the following terms and conditions.

5.1. Applicant's Acknowledgement

The Applicant acknowledges that:

(a) Visa Business Reporting and Visa Payment Controls are provided by Visa, and the Terms of Use have been established solely by Visa, not you;

(b) information collected by Visa in connection with the use of Visa Business Reporting and Visa Payment Controls will be used in accordance with Visa's privacy policy, accessible at <u>www.visa.ca/en_CA/legal/privacy-policy.html</u>;

(c) all information and data contained in Visa Business Reporting and Visa Payment Controls remain your property;

(d) you are not in any way responsible for the availability of Visa Business Reporting and/or Visa Payment Controls at any time or their accuracy thereof;

(e) you are not in any way responsible for the reliability or accuracy of any tax management tools available through Visa Business Reporting and/or Visa Payment Controls, and expressly disclaim all warranties in connection with any tax calculation, estimation or information provided by such tax management tools. You do not provide tax, legal or accounting advice and the Applicant should consult its own professional advisors before acting or relying on any tax-related information displayed in Visa

Business Reporting and/or Visa Payment Controls for tax reporting purposes;

(f) you specifically disclaim any implied warranty of merchantability or fitness for a particular purpose of Visa Business Reporting and/ or Visa Payment Controls; and

(g) you are not responsible for any data integration (including accuracy of data, security of data and connecting different providers) between Visa and a third party software provider or any other endpoint (including the Applicant), where applicable.

5.2. Applicant's Obligations

The Applicant will:

(a) create and implement a policy and controls concerning the use of Visa Business Reporting and Visa Payment Controls by the Users in order to:

(i) ensure each User is properly authorized to use Visa Business Reporting and/or Visa Payment Controls on its behalf, and that each User complies with this Agreement and the Terms of Use;

(ii) ensure all Users maintain the confidentiality of all Visa Business Reporting and/or Visa Payment Controls credentials, including their passwords, User names and other identification, if applicable;

(iii) establish a methodology for adding or cancelling Users; and

(iv) ensure that all Users are familiar with the processes, required file formats and procedures for RBC Visa Business Reporting and/or Visa Payment Controls, all as outlined in the applicable Visa Business Reporting and/or Visa Payment Controls implementation guides and documentation provided to the Applicant;

(b) remain responsible for maintaining the confidentiality of all Visa Business Reporting and/or Visa Payment Controls credentials, including passwords, User names and other identification, if applicable;

(c) remain responsible for all activities that occur through the use of Visa Business Reporting and Visa Payment Controls, including fraud, malfeasance, unauthorized transactions, and any actions or omissions of the Applicant, the Users, or any other person;

(d) remain liable, as well as indemnify you and hold you harmless from and against all losses, including any losses, claims, damages of any kind (including direct, indirect, special, incidental, consequential or punitive), costs, fees, charges, expenses or other liabilities relating to the use of Visa Business Reporting and/or Visa Payment Controls by the Applicant, the Users or any other person, and for all activities performed by each such person in Visa Business Reporting and/or Visa Payment Controls;

(e) select French or English as the language of choice to be used while using Visa Business Reporting and/or Visa Payment Controls and be responsible for complying with any applicable language laws;

(f) be responsible for loading certain organizational and other Applicant-specific data into Visa Business Reporting and/or Visa Payment Controls in a file format specified by the Terms of Use; and

(g) use Visa Business Reporting and/or Visa Payment Controls solely for its own use and not disclose information derived from Visa Business Reporting and/or Visa Payment Controls.

5.3. User's Obligations

Upon first log-in to Visa Business Reporting or Visa Payment Controls, and from time to time thereafter when prompted by Visa, each User will be asked to read the Terms of Use and agree with them. A User who does not agree with such Terms of Use will not be able to access or use Visa Business Reporting and/or Visa Payment Controls.

In addition, each User:

(a) is responsible for complying with the Terms of Use and you, the Applicant or Visa may immediately revoke the access to Visa Business Reporting and/or Visa Payment Controls of any User who does not comply with such Terms of Use;

(b) must be familiar and comply with the processes, required file formats and procedures for Visa Business Reporting and/or Visa Payment Controls, all as outlined in the Applicant's internal policies;

(c) must maintain the confidentiality of their Visa Business Reporting and/or Visa Payment Controls credentials, including their passwords, User names and other identification, if applicable; and

(d) must maintain the confidentiality of any information that is contained in or retrieved from Visa Business Reporting or Visa Payment Controls, such as, but not limited to, data files and reports.

6. **Account and Card Ownership:** You are the owner of each Account and Card. Neither we nor any Cardholder has the right to assign or transfer this Agreement, any Card or any Account to anyone else.

7. **Lost or Stolen Card:** We or a Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if we or the Cardholder suspects it is lost or stolen. We or the Cardholder may do this in the way you have set out on each Account Statement.

If a Cardholder's Card is lost or stolen, we will be liable to you for:

1. all Debt on the Cardholder's Account, up to a maximum of $1,000.00, resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which only their Card or Cardholder's Account number has been used to complete those transactions; and

2. all Debt resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which their Card and Personal Identification Number have been used together to complete those transactions.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time we or the Cardholder tells you about that loss or theft.

8. **Card Cancellation/Revocation or Suspension of Use:** We may cancel a Cardholder's Account and Card for any reason (including, without limitation, the death of the

Cardholder) by providing you with written notice of cancellation of that Account and Card. Subject to Section 7., we will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Account or Card from the time we provide written notice of cancellation to you of the Cardholder's Card until the time we have notified you that the Card has been destroyed.

If the Debt outstanding in a Cardholder's Account exceeds the Credit Limit at any time, you may suspend the Cardholder's right to use their Account and Card and all services you provide to the Cardholder under this Agreement until such time as that excess is paid to you in full.

You may revoke or suspend a Cardholder's right to use their Account and Card at any time without notice. The Cardholder must also surrender their Card to us or to you at our (or your) request.

9. **Limits:** You will set an Aggregate Credit Limit for all Accounts and you may change it from time to time without notice.

If we consistently make late payments or no payments, you may reduce the Aggregate Credit Limit of all accounts. You will tell us what the initial Aggregate Credit Limit is at or before the time an Account is opened for a Cardholder under this Agreement. We will not permit the Debt we owe to you at any time to exceed the Aggregate Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Aggregate Credit Limit you set from time to time.

You will set a Credit Limit for each Cardholder's Account and you may change the Credit Limit for a Cardholder's Account periodically. You will tell each Cardholder what their current Credit Limit is on the document accompanying their Card when you issue it to them and on each Account Statement. We will ensure that each Cardholder observes their Credit Limit. We will not permit the Debt we owe to you in respect to an Account at any time to exceed the Credit Limit for that Account. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed that Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded. An overlimit fee will be charged to an Account when you permit the Debt to exceed the Credit Limit of that Account during an Account Statement period. You may at any time refuse to permit the Debt to exceed the Credit Limit of an Account and require us to pay any balances which exceed the Credit Limit of an Account.

10. **Liability for Debt:** Subject to Section changes to 7. and 8., and except as may otherwise be provided under the Liability Waiver Program, we will be liable to you for all Debt charged to each Account, no matter how it is incurred or who has incurred it and even though you may send Account Statements to Cardholders and not to us. However, you will provide Account Statement or other information about that Debt to us at our request. You may apply any money we have on deposit with you or any of your affiliates against any Debt we have not paid to you as required under this Agreement without notice to us.

11. **Making Payments:** It is our responsibility to ensure that payment on each Cardholder's Account is received by you for credit to each Account by the Payment Due Date shown on each Account Statement, even if our Payment Due Date falls on a holiday or weekend.

Payments can be made on each Account at any time. Payment can be made by mail, at one of your branches, at an ATM that processes such payments, through your telephone or online banking services, or at certain other financial institutions that accept such payments. Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments do not automatically adjust the available Credit Limit. Payments on each Account made by mail or made through another financial institution's branch, ATM or online banking service may take several days to adjust the available Credit Limit. To ensure that a Payment is credited to a Cardholder's Account and automatically adjusts the available Credit Limit on the same business day, a Cardholder's payment must be made prior to 6:00pm local time on that business day at one of your branches or ATMs in Canada or through your telephone or online banking services.

We can also ask you to process our payment on each Payment Due Date each month by automatically debiting a bank account that we designate for that purpose. We may choose to pay the Minimum Payment, a fixed amount provided that it is not less than the Minimum Payment or our New Balance. If we ask you to automatically process payments in this manner, we agree to be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments Association, as amended from time to time. In addition, we agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. We may notify you at any time that we wish to revoke our authorization, and a pre-authorized payment may, under certain circumstances, be disputed for up to 90 days. The Rules are available for us to review atwww.cdnpay.ca.

12. **Payment of Debt:**

a. Subject to Subsections 12.b., 12.c. and Section 21., we may pay the Debt we owe to you in respect to each Cardholder's Account in full or in part at any time.

b. Subject to Subsection 12.c. and Section 21., we must make a payment of the lesser of $10.00 plus Interest plus Fees as shown on the current Account Statement and our New Balance by the Payment Due Date shown in order to keep the Account up to date. Any pastdue amounts will continue to be included in our Minimum Payment amount.

c. We must also pay the amount of any Debt that exceeds the Credit Limit for a Cardholder's Account at once to keep that Account up-todate. We must pay this excess even though you may not yet have sent an Account Statement to the Cardholder on which that excess appears.

d. We must keep each Cardholder's Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardholders. We must contact your Card Centre identified on Account Statements at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know in order for us to comply with our obligations under this Section.

e. If any payment made by us in respect of a Cardholder's Account is not honoured, or if you must return it to us because it cannot be processed, the applicable fee will be charged under Section 15., and Card privileges may be revoked or suspended by you under Section 8.

f. If the New Balance on a Cardholder's previous Account Statement is paid in full by the Payment Due Date, the Grace Period for the Cardholder's current Account Statement will continue to be the minimum number of days applicable to the Card (21 days for all Avion Visa Infinite Business and Visa Business, 17 days for Avion Visa Business). If the previous New Balance on a Cardholder's Account Statement is not paid in full by the Payment Due Date, the Cardholder's Payment Due Date will be extended to 25 days from the Statement Date regardless of the type of Visa Card held by the Cardholder.

13. **Interest Charges:**

a. *Interest-Free Purchases and Interest-Free Fee*: We will not pay interest on the amount of any Purchase or Fee appearing on an Account Statement for the first time provided that all Debt shown on that Account Statement is paid in full by that Account Statement's Payment Due Date and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement's Payment Due Date.

b. *Interest-Bearing Balance*: We will pay interest on the Interest-Bearing Balance at the Interest Rates in effect in the manner described below and in Subsection 13.c.:

You will charge us interest:

i. on the amount of each Interest-Bearing Purchase and Interest-Bearing Fee from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and

ii. on the amount of each Cash Advance (including Credit Card Cheques) from (and including) the day they are obtained to the day you receive payment in full of the Interest-Bearing Balance.

c. *Interest Calculation*: The interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and Credit Card Cheques) in effect and dividing the result by the number of days in the year. You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases and Interest-Bearing Fees by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchase and Interest-Bearing Fee) in effect and dividing the result by the number of days in the year.

You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

14. **Payment Allocation:** When we make a payment you will apply the amount up to our Minimum Payment, first to any interest and second to any fees. You will apply the remainder of any Minimum Payment to our New Balance, generally starting with amounts bearing the lowest interest rate before amounts bearing higher interest rates.

If we pay more than our Minimum Payment, you will apply the amount over the Minimum Payment to the remainder of our New Balance. If the different amounts that make up our New Balance are subject to different interest rates, you will allocate our excess payment in the same proportion as each amount bears to the remainder of our New Balance. If the same interest rate is applicable to both a cash advance (which never benefits from an interest-free grace period) and a purchase, you will apply our payment against the cash advance and the purchase in a similar proportionate manner. If we have paid more than our New Balance, you will apply any payment in excess of the New Balance to amounts that have not yet appeared on our monthly statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and fees, and the remainder to other amounts owing in the same manner as you apply payments in excess of the Minimum Payment.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

15. **Fees:** We must pay all Fees. You will charge them to the Cardholder's Account at the time they are incurred.

16. **Banking Machines:** A Cardholder may use their Card together with their Personal Identification Number to make transactions on their Account at those banking machines and terminals you operate and at any other banking machines or terminals you designate from time to time, subject to the Cardholder's agreement with you governing the use of their Personal Identification Number.

17. **Debt Incurred Without a Card:** If a Cardholder incurs Debt without having presented their Card to a merchant (such as for internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a Purchase or Cash Advance draft.

18. **Transfer of Your Rights:** You may transfer any or all of your rights under this Agreement and the Disclosure Statement, by way of assignment, sale or otherwise. If you do so, you can give information concerning the Account to anyone you transfer your rights to, but will ensure that they are bound to respect our privacy rights in that information.

19. **Changes to Disclosure Statement:** You may change the Interest Rates and Fees for each Cardholder's Account and this Agreement set out or referred to in the Disclosure Statement periodically. We will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If

any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

20. **Changes to Agreement:** You may change this Agreement periodically. Subject to Section 9., we will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

The benefits and services you provide to Cardholders are subject to terms and conditions which may be amended by you from time to time without notice to us or any Cardholder.

21. **Termination:**

1. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to our address last appearing on your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to Cardholders.

2. The occurrence of any one of the following events has the effect of putting us in default, and you may terminate this Agreement at once without giving us any notice, if:

a. we become insolvent or bankrupt,

b. someone files a petition in bankruptcy against us,

c. we make an unauthorized assignment for the benefit of our creditors,

d. we institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding up of our affairs,

e. we institute, or someone else institutes, any other type of insolvency proceeding involving our assets under the Bankruptcy and Insolvency Act or otherwise,

f. we cease or give notice of our intention to cease to carry on business or make or agree to make a bulk sale of our assets without complying with applicable laws, or we commit an act of bankruptcy,

g. we fail to pay any Debt or to perform any other obligation to you as required under this Agreement,

h. we make any statement or representation to you that is untrue in any material respect when made, or

i. there is, in your opinion, a material adverse change in our financial condition.

3. Upon termination of this Agreement, we must pay all Debt for each Account to you at once and ensure that each Cardholder destroys their Card and returns any unused Credit Card Cheques. If we fail to comply with our obligations to you under this Agreement, we will be liable to you for:

a. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and

b. all costs and expenses you incur in reclaiming any Card.

22. RBC Rewards®: If a Card allows us to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards, we acknowledge that our participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions. The RBC Rewards Terms and Conditions are available for review at www.rbcrewards.com and are subject to change without notice.

23. **Special Offers (Introductory and Promotional Interest Rates):** You may make special offers to us from time to time, including Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the interest rate applicable to portions of our balance, such as when we make certain types of Cash Advances.

You sometimes make Introductory Interest Rate offers which apply to new Accounts only. For example, you could offer a low Introductory Interest Rate applicable to certain transactions for a limited period of time, such as a 3.9% Introductory Interest Rate on all Cash Advances for the first 9 months.

A Promotional Interest Rate offer is an offer you may periodically make to us and that applies to our Card after our Account has been opened. For example, you could offer us a low Promotional Interest Rate applicable on certain transactions for a limited period of time, such as a 3.9% Promotional Interest Rate on Credit Card Cheques for 9 months.

If you make us a special offer, you will explain its scope and duration and any additional terms that apply to it. If we accept the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, we will be bound by this Agreement and any additional terms you set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply, including those related to interest and payments. Our monthly statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to our New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which you do not process statements (for example, weekends and certain holidays), you will continue to provide us with the benefit of that Introductory Interest Rate or Promotional Interest Rate until your next statement processing day.

24. **Problems With a Purchase:** You will not be responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

You will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute a Cardholder may have with a merchant. As well, you reserve the right to deny authorization of any Purchase at any time.

25. **Account Statements, Verification and Disputes:** You will send Account Statements to each Cardholder, directed to the Cardholder's address last provided to you by the Authorized Person. You will prepare our Account Statements at approximately the same time each month. If the date on which you would ordinarily prepare our Account Statements falls on a date for which you do not process statements (for example, weekends and certain holidays), you will prepare our Account Statements on your next statement processing day. Our Payment Due Date will be adjusted accordingly. We will ensure that each Cardholder promptly examines all of their Account Statements and each entry and balance recorded in

them. We will notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims by us in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish our liability for that Debt. Upon request, you will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

If the item is a legitimate charge to the Cardholder's Account and the dispute is between the Cardholder or us and the merchant, we must still pay the Debt owing to you and settle the problem or dispute directly with the merchant. If the item is not a legitimate charge, you will return the item to the merchant and credit the Cardholder's Account.

26. **Authorized Person:** Upon signing this Agreement, we may designate one or more individuals as an Authorized Person who is authorized to act on our behalf and who may assist us in the administration of this Agreement.

27. **Exchange of Information Between You and Us:** Information about a Cardholder's use of their Account and Card, and pertinent information about any reimbursement of Debt received by the Cardholder from us, Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

28. **Electronic Communication:** We acknowledge and agree that you may provide Account Statements, this Agreement or other document relating to a Cardholder's Account electronically including over the Internet or to an email address we provide you for this purpose, with our consent. Documents sent electronically will be considered "in writing" and to have been signed and delivered by you. You may rely on and consider any electronically authenticated document received from us or which appears to have been received from us as authorized and binding on us. In order to communicate with you by electronic means, we agree to comply and require each Cardholder to comply with certain security protocols that you may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged electronically.

29. **Collection, Use and Disclosure of Information:** For purposes of this Section: (i) "Customer" means the person or entity which has signed this Agreement, its Representatives and its owners; and (ii) "Representatives" mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors.

This Section describes how you collect, use and disclose Customer information in connection with this Agreement.

I. Collecting Information

You may collect and confirm financial and other information about Customer during the course of your relationship with Customer, including information:

i. establishing Customer's existence, identity (for example, name, address, phone number, date of birth, etc.) and background;
ii. related to transactions arising from Customer's relationship with and through you, and from other financial institutions;
iii. provided on any application for products or services;
iv. for the provision of products or services; and
v. about Customer's financial behaviour, including payment history and credit worthiness.

You may obtain this information from any source necessary for the provision of products or services, including from: (i) Customer; (ii) service arrangements made with or through you; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to you.

Customer acknowledges receipt of notice that from time to time reports about Customer may be obtained by you from credit reporting agencies.

II. Using Information

All information collected by and provided to you may be used and disclosed for the following purposes:

i. to verify Customer's identity and investigate its background;
ii. to open and operate the Accounts or provide other products and services;
iii. to understand Customer's financial situation;
iv. to determine, and make decisions about, the eligibility of Customer or Customer's affiliates for the products and services;
v. to help you better understand the current and future needs of your clients;
vi. to communicate to Customer any benefit, feature or other information about products and services;
vii. to help you better manage your business and your relationship with Customer;
viii. to operate the payment card network;
ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
x. as required or permitted by law.

For these purposes, you may (i) share the information with other persons, including your Representatives and regulators; (ii) share the information with other financial institutions and persons with whom Customer has financial or other business dealings; and (iii) give credit, financial and other related information to credit reporting agencies who may share it with other persons. In the event information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. At Customer's request, you may give the information to other persons.

You may also use the information and share it with your affiliates to: (i) manage your risks and operations and those of your affiliates; (ii) comply with valid requests for information from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) let your affiliates know Customer's choices under "Other Uses" below for the sole purpose of honouring Customer's choices.

If you have Customer's social insurance number, it may be used for tax related purposes and shared with appropriate government agencies, and may also be shared with credit reporting agencies for identification purposes.

III. Other Uses

All information collected by, and provided to you may also be used and disclosed for the following purposes:

i. promoting products and services that may be of interest;

ii. where not prohibited by law, referring Customer to your affiliates and for your affiliates to promote products and services that may be of interest. Customer acknowledges that as a result of such sharing, you and your affiliates may advise each other of the products or services provided; and

iii. if Customer deals with your affiliates, you and your affiliates may, where not prohibited by law, consolidate all of the information you have with information any of your affiliates have about Customer in order to manage the business of, and relationships with, you and your affiliates.

For the purposes described in subsections (i) and (ii), you and your affiliates may communicate with Customer through various channels, including mail, telephone, computer or any other electronic channel, using the most recent contact information provided.

Customer may choose not to have this information shared or used for any of these "Other Uses" by contacting you, and Customer will not be refused credit or other services just for this reason.

IV. Online Activity

Online activity information may also be collected in public and secure websites owned or operated by you or on behalf of you or your affiliates, or in any of your advertisements hosted on another person's websites, using cookies and other tracking technology, and used with other information about the Customer to assess the effectiveness of online promotions, to gather data about website functionality, to understand its interests and needs, to provide a customized online experience, and to communicate to the Customer information about the products or services. The Customer may choose not to have this information collected or used for the online personalization purposes described in this Section by contacting you.

V. Contacting You

Customer may obtain access to personal information you have about any of them at any time, including to review its content and accuracy and have it amended as appropriate, except to the extent access may be restricted as permitted or required by law. To request access to personal information or to request that Customer's information not be used for "Other Uses", Customer will contact Customer's main branch or call you toll free at 1-800 ROYAL® 1-1 (1-800-769-2511). More information about your privacy policies may be obtained by asking for a copy of the "Financial fraud prevention and privacy protection" brochure, calling the toll free number above or visiting your website at www.rbc.com/privacysecurity/ca/.

VI. Personal Information

The parties will treat all personal information in accordance with applicable laws. From time to time, you may request the Customer to take steps, including the entering into of additional documents, to ensure the protection of personal information and compliance with all applicable laws. The Customer will promptly comply with these requests.

VII. Other Persons

You are not responsible for any loss that occurs as a result of any use, including any unauthorized use, of information by any person, other than you and your Representatives to the extent agreed by you in this Agreement.

VIII. Consents, etc.

The Customer confirms that any necessary consent, approval, or authorization of any person has been obtained for the purposes of collecting, using, and disclosing their information in accordance with this Agreement and applicable laws.

IX. Additional Consent

The Customer's consents and agreements in this Agreement are in addition to any other consent, authorization, or preference of the Customer regarding the collection, use, disclosure, and retention of information.

X. Your Information

The Customer will use the products and services and your confidential information only for the purposes they are provided by you, and will ensure that your confidential information is not disclosed to any person except: (i) the Customer's Representatives who need to know such confidential information in connection with the products and services, provided that such Representatives are informed of the confidential nature of such confidential information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required, provided that, if not legally prohibited, the Customer will notify you in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by you.

XI. Remedies

In the event of a breach or anticipated breach by a party or its Representatives of the confidentiality obligations under this Agreement, irreparable damages may occur to the other party and the amount of potential damages may be impossible to ascertain. Therefore, a party may, in addition to pursuing any remedies provided by applicable laws, seek to obtain equitable relief, including an injunction or an order of specific performance of the other party's confidentiality obligations under this Agreement.

30. **Liability Waiver Program:** The Liability Waiver Program applies to this Agreement and is made available at no cost to us. We may request you to waive, in accordance with the Liability Waiver Program, our liability under Section 10, for certain unauthorized charges posted to a Cardholder's Account. We agree to abide by the provisions of the Liability Waiver Program as in effect from time to time.

31. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and those counterparts together will constitute one and the same agreement.

32. **Governing Law:** This Agreement shall be governed by the laws of our jurisdiction (or the laws of Ontario if we reside outside Canada) and the applicable laws of Canada.

33. **Complete Agreement, etc.:** This Agreement constitutes the complete agreement between you and us with respect to the subject matter hereof. No failure on your part to exercise, and no delay by you in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by you of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by you under this Agreement.

Signed as of the 17TH day of SEPTEMBER (Month), 2019 (Year)

MAIN INFRASTUCTURE LTD.
Customer Legal Name

Per: *
Name: PAULA SOARES
Title: PRESIDENT

Per: *
Name:
Title:

Per: *
Name:
Title:

Per: *
Name:
Title:

(*I /WE have authority to bind the Corporation.)

DISCLOSURE STATEMENT

E-FORM 80450 (03/2010)

1. General: This Disclosure Statement applies to the Account and each Card you have issued on the Account.
2. Interest Rates: The Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates.
3. Annual Fee**:

   Visa‡ Business: $12.00 for each Visa Business Card.

   Visa Business Gold: $40.00 for each Visa Business Gold Card.

   Avion Visa Business: $120.00 for the first Avion Visa Business Card opened and $50.00 for each supplementary Avion Visa Business card opened by you.

   Avion Visa Infinite Business‡: $ 175.00 for the first Avion Visa Infinite Business card opened and $75.00 for each supplementary Avion Visa Infinite Business card opened by you.
4. Other Fees: The following schedule of fees applies to the Account:

   A. Cash Advance Fee: When we obtain the following types of Cash Advances at our standard Interest Rate (Cash Advances including Credit Card Cheques) or at an Introductory Interest Rate, a $3.50 fee for each transaction will be charged to our Account, unless otherwise stated:

   (i) cash withdrawals from our Account at one of your branches or ATMs, or at any other financial institution's ATM, in Canada;

   (ii) bill payments from our Account (that are not pre-authorized charges that we set up with a merchant) or when we transfer funds from our Account to another RBC Royal Bank bank account at one of your branches or ATMs, or through your online banking or telephone banking service;

   (iii) when we make Cash-Like transactions, in Canada.

   If the cash withdrawal or Cash-Like transaction occurs outside Canada, a $5.00 fee will be charged to our Account each time.

   Fees are charged within 3 business days from when the transaction is posted.

   There is no fee if we are using a Credit Card Cheque at our standard Interest Rate (Cash Advances including Credit Card Cheques) or Introductory Interest Rate.

   B. Promotional Rate Fee: When we take advantage of a Promotional Interest Rate offer during the promotional period by writing a Credit Card Cheque or making a balance transfer through your online banking service or by calling your Cards Customer Service at 1-800 ROYAL® 1-2 (1-800-769-2512), a fee representing up to 3% of the Credit Card Cheque or balance transfer amount will be charged to our Account. The exact Promotional Rate Fee will be disclosed at the time the offer is made to us. Fees are charged within 3 business days from when the transaction is posted.

   C. Dishonoured Payment Fee: If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a $45.00 fee will be charged to the Account on the date the payment reversal is posted. This fee is in addition to any fee charged for insufficient funds in the bank account.

   D. Statement Update Fee: No charge for a copy of Account Statement for a current statement period; $5.00 for a copy of Account Statement for any other statement period. A $1.50 fee will be charged for each Account Statement update obtained from one of your branches in Canada or at a banking machine that provides Account Statement updates.

   E. Sales/Cash Advance Draft Copy Fee: No change for a copy of a sales or Cash Advance draft referred to in the Account Statement for the current statement period; $2.00 for each copy of a sales or Cash Advance draft referred to in the Account Statement for any other statement period. (No charge for any draft copy to which an Account posting error applies.)

   F. Overlimit Fee: If the Debt exceeds the Credit Limit at any time during the period covered by an Account Statement, a $29.00 fee will be charged to the Account on the day the Debt exceeds the Credit Limit and on the first day of each subsequent Account Statement period if the Debt remains over the limit. A maximum of one Overlimit Fee per Account Statement period is charged.
5. Foreign Currency Conversion: The exchange rate shown on our Statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to our account is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars, then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the tim e a transaction was converted may be obtained at usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html. If we are paying interest on our Account, interest will also be charged on the full value of our foreign purchases, as determined by your exchange rate. For more information, please call toll-free at 1-800 ROYAL® 1-2 (1-800-769-2512).

EXHIBIT F

O-FORM 812 (05/2015)

RBC®

Royal Bank of Canada
Guarantee and Postponement of Claim

SRF:
328047162

BORROWER:
MAIN INFRASTRUCTURE LTD.

BRANCH ADDRESS:
3300 HIGHWAY 7
SUITE 200
CONCORD, ON
L4K 4M3

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MAIN INFRASTRUCTURE LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **$1,175,000.00 One Million One Hundred Seventy-Five Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five** percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

Reference No. 325287242

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

O-FORM 812 (05/2015)

any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable to all P.P.S.A Provinces.)

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 10th day of JULY 2020.

2666492 ONTARIO LTD.

PAULA SOARES - PRESIDENT

Insert the full name and address of guarantor (Undersigned above).

Full name and address
2666492 ONTARIO LTD.
#1, 10495 KEELE ST , MAPLE, ON L6A 3Y9

EXHIBIT G

Royal Bank of Canada

General Security Agreement

SRF: 328047162
Borrower: MAIN INFRASTRUCTURE LTD.

3300 HIGHWAY 7
SUITE 200
CONCORD
ONTARIO
L4K 4M3
CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

(i) all Inventory of whatever kind and wherever situate;

(ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

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

(iv) all lists, records and files relating to Debtor's customers, clients and patients;

(v) 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;

(vi) all contractual rights and insurance claims;

(vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

(viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

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

Please do not write in this area

RBC3280471620010120000924

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), 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 "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). 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 Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

(i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,

(ii) the details of any significant acquisition of Collateral,

(iii) the details of any claims or litigation affecting Debtor or Collateral,

(iv) any loss or damage to Collateral,

(v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and

(vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,

(iii) all financial statements prepared by or for Debtor regarding Debtor's business,

(iv) all policies and certificates of insurance relating to Collateral, and

(v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR 2666492 ONTARIO LTD.			
ADDRESS OF BUSINESS DEBTOR 1, 10495 KEELE ST	CITY MAPLE	PROVINCE ONTARIO	POSTAL CODE L6A3Y9

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 17TH day SEPTEMBER 2019

2666492 ONTARIO LTD.

WITNESSES _______________ Seal

WITNESSES _______________ Seal

Please do not write in this area

RBC32804716200901200924

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

Please do not write in this area

RBC32804716201001200924

SCHEDULE "B"

1. Locations of Debtor's Business Operations

1, 10495 KEELE ST,
MAPLE
ONTARIO
CA
L6A3Y9

2. Locations of Records relating to Collateral

1, 10495 KEELE ST,
MAPLE
ONTARIO
CA
L6A3Y9

3. Locations of Collateral

1, 10495 KEELE ST,
MAPLE
ONTARIO
CA
L6A3Y9

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

Please do not write in this area

RBC328047162012012000924

EXHIBIT H

Ontario

- Web Page ID: **WEnqResult**
- System Date: **28JUN2022**
- Last Modified: June 19, 2022

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	2666492 ONTARIO LTD.						
File Currency	27JUN 2022						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	755501094	1	2	1	2	16SEP 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
755501094		01	001		20190916 1442 1530 3771	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	2666492 ONTARIO LTD.			
	Address	**City**	**Province**	**Postal Code**
	1, 10495 KEELE ST	MAPLE	ON	L6A 3Y9

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**			
	ROYAL BANK OF CANADA			
	Address	**City**	**Province**	**Postal Code**
	36 YORK MILLS ROAD, 4TH FLOOR	TORONTO	ON	M2P 0A4

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**			
	CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	**City**	**Province**	**Postal Code**
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

Type of Search	Business Debtor						
Search Conducted On	2666492 ONTARIO LTD.						
File Currency	27JUN 2022						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	763480287	2	2	2	2	08JUL 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**
763480287		01	001		20200708 1448 1530 1113	P PPSA	5

Individual Debtor	**Date of Birth**		**First Given Name**				**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**							**Ontario Corporation Number**	
	2666492 ONTARIO LTD.								
	Address						**City**	**Province**	**Postal Code**
	#1, 10495 KEELE ST						MAPLE	ON	L6A 3Y9
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**								
	ROYAL BANK OF CANADA								
	Address						**City**	**Province**	**Postal Code**
	36 YORK MILLS ROAD, 4TH FLOOR						TORONTO	ON	M2P 0A4
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**								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address						**City**	**Province**	**Postal Code**
	4126 NORLAND AVENUE						BURNABY	BC	V5G 3S8

LAST PAGE

Note: All pages have been returned.

EXHIBIT I

O-FORM 812 (05/2015)

Royal Bank of Canada
Guarantee and Postponement of Claim

SRF:
328047162

BORROWER:
MAIN INFRASTRUCTURE LTD.

BRANCH ADDRESS:
3300 HIGHWAY 7
SUITE 200
CONCORD, ON
L4K 4M3

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MAIN INFRASTRUCTURE LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **$1,175,000.00 One Million One Hundred Seventy-Five Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five** percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

O-FORM 812 (05/2015)

any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A Provinces.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 10th day of July 2020.

KSTONE INVESTMENT CORPORATION

PAULA SOARES - PRESIDENT

Insert the full name and address of guarantor (Undersigned above).

Full name and address
KSTONE INVESTMENT CORPORATION
10495 KEELE STREET , VAUGHAN , ON L6A 3Y9

EXHIBIT J

Royal Bank of Canada

General Security Agreement

SRF: 324813542
Borrower: KSTONE INVESTMENT CORPORATION

3300 HIGHWAY 7
SUITE 200
CONCORD
ONTARIO
L4K 4M3
CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

(i) all Inventory of whatever kind and wherever situate;

(ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

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

(iv) all lists, records and files relating to Debtor's customers, clients and patients;

(v) 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;

(vi) all contractual rights and insurance claims;

(vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

(viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

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

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RBC324813542001012000924

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), 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 "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). 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 Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

(i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,

(ii) the details of any significant acquisition of Collateral,

(iii) the details of any claims or litigation affecting Debtor or Collateral,

(iv) any loss or damage to Collateral,

(v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and

(vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,

(iii) all financial statements prepared by or for Debtor regarding Debtor's business,

(iv) all policies and certificates of insurance relating to Collateral, and

(v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR KSTONE INVESTMENT CORPORATION			
ADDRESS OF BUSINESS DEBTOR 72 ELM GROVE AVE	CITY RICHMOND HILL	PROVINCE ONTARIO	POSTAL CODE L4E2W8

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 17TH day SEPTEMBER 2019

KSTONE INVESTMENT CORPORATION

WITNESSES Seal

WITNESSES Seal

Please do not write in this area

RBC324813542009012000924

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

72 ELM GROVE AVE,
RICHMOND HILL
ONTARIO
CA
L4E2W8

2. Locations of Records relating to Collateral

72 ELM GROVE AVE,
RICHMOND HILL
ONTARIO
CA
L4E2W8

3. Locations of Collateral

72 ELM GROVE AVE,
RICHMOND HILL
ONTARIO
CA
L4E2W8

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

EXHIBIT K

-
THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

-TYPE OF SEARCH : BUSINESS DEBTOR
-SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
-FILE CURRENCY : 27JUN 2022
-
-
-
0 ENQUIRY NUMBER 20220628112201.01 CONTAINS 99 PAGE(S), 29 FAMILY(IES).
-
- THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.
-
-
-
-
-
ESC CORPORATE SERVICES LTD.
0 445 KING STREET WEST, SUITE 400
TORONTO ON M5V 1K4
0 CONTINUED... 2

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
FILE CURRENCY : 27JUN 2022
\- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
0 FILE NUMBER
00 783436518
0 CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 | 01 | 001 | | 20220530 1402 1462 0100 | P PPSA | 4
0 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME KSTONE INVESTMENT CORPORATION
ONTARIO CORPORATION NO.
04 ADDRESS 10495 KEELE ST, # 1 MAPLE ON L6A3Y9
0 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
008 SECURED PARTY / LIEN CLAIMANT ENTERPRISE FLEET MANAGEMENT CANADA, INC
09 ADDRESS 77 BELFIELD RD STE 100 TORONTO ON M9W1G6
0 COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | OR | NO FIXED MATURITY DATE
10 X | | | | | X | 63194 | 30MAY2026 | |
0 YEAR MAKE MODEL V.I.N.
11 MOTOR 2022 FORD F - 150 1FTFW1E89NKD59291
12 VEHICLE
013 GENERAL
14 COLLATERAL
15 DESCRIPTION
016 REGISTERING AGENT ENTERPRISE FLEET MANAGEMENT, INC
17 ADDRESS 9315 OLIVE BLVD ST. LOUIS MO 63132
0 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0 CONTINUED... 3

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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                 REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                        PAGE   :       3
 ID : 20220628112201.01                               ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0        FILE NUMBER
 00       782471853
0        CAUTION     PAGE     TOTAL          MOTOR VEHICLE    REGISTRATION       REGISTERED  REGISTRATION
         FILING       NO.  OF  PAGES            SCHEDULE         NUMBER              UNDER       PERIOD
 01                   001      2                           20220429 0935 1532 5900    P  PPSA       06
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                             ONTARIO CORPORATION NO.
 04                        ADDRESS    10495 KEELE STREET, UNIT #1             MAPLE                      ON     L6A 3Y9
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                             ONTARIO CORPORATION NO.
 07                        ADDRESS
008   SECURED PARTY /                 CNH INDUSTRIAL CAPITAL CANADA LTD.
      LIEN CLAIMANT
 09                        ADDRESS    4475 NORTH SERVICE ROAD                 BURLINGTON                 ON     L7L 4X7
0     COLLATERAL CLASSIFICATION
         CONSUMER                                   MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                           X                         X     179907.00    29MAY2027
0           YEAR MAKE                       MODEL                    V.I.N.
 11   MOTOR     2022 CASE                   580SN                    JJGN58SNTMC773075
 12   VEHICLE
013   GENERAL          2022, CASE, 580SN, JJGN58SNTMC773075, TRACTOR LOADER BACKHOE
 14   COLLATERAL       SECURED CREDITOR ASSERTS A FIRST PRIORITY PURCHASE MONEY SECURITY
 15   DESCRIPTION      INTEREST IN THE FOREGOING EQUIPMENT, AND INCLUDING BUT NOT LIMITED
016   REGISTERING                     D + H LIMITED PARTNERSHIP
      AGENT
 17                        ADDRESS    2 ROBERT SPECK PARKWAY, 15TH FLOOR      MISSISSAUGA                ON     L4Z 1H8
0                                       *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                              CONTINUED...     4
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                 REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                         PAGE   :       4
 ID : 20220628112201.01                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        782471853
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    002       2                              20220429 0935 1532 5900
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                     MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         TO, ALL ITS IMPROVEMENTS, PARTS, ACCESSORIES, SUBSTITUTIONS,
 14   COLLATERAL      REPLACEMENTS, PRODUCTS, PROCEEDS, INSURANCE PROCEEDS, PREMIUM REFUNDS
 15   DESCRIPTION     AND ACCESSIONS.
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                   *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                          CONTINUED...     5
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                        MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28              PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :       5
 ID : 20220628112201.01                        ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        781876044
0         CAUTION     PAGE      TOTAL            MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                   001       2                            20220408 1104 1793 5617    P  PPSA        10
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                              ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVENUE                     RICHMOND HILL              ON     L4E2W8
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                TRISURA GUARANTEE INSURANCE COMPANY
      LIEN CLAIMANT
 09                       ADDRESS    333 BAY STREET SUITE 1610, BOX 22         TORONTO                    ON     M5H2R2
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                  X         X         X      X       X                                      X
0           YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         INVENTORY
 14   COLLATERAL      EQUIPMENT
 15   DESCRIPTION     ACCOUNTS
016   REGISTERING                    TRISURA GUARANTEE INSURANCE COMPANY
      AGENT
 17                       ADDRESS    333 BAY STREET SUITE 1610, BOX 22         TORONTO                    ON     M5H2R2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...     6
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                             MINISTRY OF GOVERNMENT SERVICES                             REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :       6
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        781876044
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    002       2                             20220408 1104 1793 5617
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
             CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
              GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         OTHER
 14   COLLATERAL      MOTOR VEHICLE INCLUDED
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                       CONTINUED...     7
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                       REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                              PAGE   :       7
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        781075629
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    001      1                             20220314 1244 1532 7355    P  PPSA        01
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE ST                          MAPLE                           ON     L6A3Y9
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY
      LIEN CLAIMANT
 09                       ADDRESS    PO BOX 2400                             EDMONTON                        AB     T5J 5C7
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                           X                X       X                                      X
0             YEAR MAKE                     MODEL                 V.I.N.
 11   MOTOR     2018 FORD                   F150                  1FTEW1EG2JFC89784
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                    D + H LIMITED PARTNERSHIP
      AGENT
 17                       ADDRESS    2 ROBERT SPECK PARKWAY, 15TH FLOOR      MISSISSAUGA                     ON     L4Z 1H8
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...     8
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1                                                  PROVINCE OF ONTARIO
 RUN NUMBER : 179                            MINISTRY OF GOVERNMENT SERVICES                                   REPORT : PSSR060
 RUN DATE : 2022/06/28                 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :       8
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
 01                    01        001                   20220517 1045 9542 4397
 21   RECORD      FILE NUMBER    781075629
      REFERENCED                                                                RENEWAL    CORRECT
                PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                      X                C  DISCHARGE
                                FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/
 27   DESCRIPTION
 28
 02/           DATE OF BIRTH         FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                          ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09                       ADDRESS
      COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
 10
               YEAR  MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           D + H LIMITED PARTNERSHIP
 17   SECURED PARTY/      ADDRESS    2 ROBERT SPECK PARKWAY, 15TH FLOOR        MISSISSAUGA                ON     L4Z 1H8
      LIEN CLAIMANT
0                                   *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                            CONTINUED...     9
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1                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                  MINISTRY OF GOVERNMENT SERVICES                    REPORT : PSSR060
 RUN DATE : 2022/06/28         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM         PAGE   :       9
 ID : 20220628112201.01                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        776017278
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    01       001                          20210901 1702 1462 2823    P  PPSA        4
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET (UNIT 1)              MAPLE                       ON     L6A3Y9
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                ENTERPRISE FLEET MANAGEMENT CANADA, INC.
      LIEN CLAIMANT
 09                       ADDRESS    77 BELFIELD RD STE 100                   TORONTO                     ON     M9W1G6
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10         X                                          X     70344                            X
0            YEAR MAKE                        MODEL                  V.I.N.
 11   MOTOR     2021 GMC                       YUKON DENALI 4X4        1GKS2DKL9MR421061
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                    ENTERPRISE FLEET MANAGEMENT, INC
      AGENT
 17                       ADDRESS    9315 OLIVE BLVD                          ST. LOUIS                   MO     63132
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                             CONTINUED...    10
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1                                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                                    MINISTRY OF GOVERNMENT SERVICES                                   REPORT : PSSR060
 RUN DATE : 2022/06/28                        PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                           PAGE   :      10
 ID : 20220628112201.01                                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        772845669
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE    REGISTRATION        REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE         NUMBER              UNDER        PERIOD
 01                    01       001                           20210526 1703 1462 8027    P  PPSA        4
0              DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET (UNIT 1)              MAPLE                         ON     L6A3Y9
0              DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                ENTERPRISE FLEET MANAGEMENT CANADA, INC.
      LIEN CLAIMANT
 09                       ADDRESS    77 BELFIELD RD STE 100                   TORONTO                       ON     M9W1G6
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10         X                                             X     41683                            X
0              YEAR MAKE                       MODEL                    V.I.N.
 11   MOTOR     2021 FORD                       TRANSIT-250 CARGO B      1FTBR1C81MKA18376
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                    ENTERPRISE FLEET MANAGEMENT, INC
      AGENT
 17                       ADDRESS    9315 OLIVE BLVD                          ST. LOUIS                     MO     63132
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                          CONTINUED...    11
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      11
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        771982227
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER         PERIOD
 01                    01       001                          20210428 1408 1462 7430    P  PPSA        4
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                           ONTARIO CORPORATION NO.
 04                      ADDRESS    10495 KEELE STREET (UNIT 1)              MAPLE                      ON     L6A3Y9
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                           ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /               ENTERPRISE FLEET MANAGEMENT CANADA, INC.
      LIEN CLAIMANT
 09                      ADDRESS    77 BELFIELD RD STE 100                   TORONTO                    ON     M9W1G6
0     COLLATERAL CLASSIFICATION
         CONSUMER                                    MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED                MATURITY  OR   MATURITY DATE
 10         X                                              X     33693                            X
0           YEAR MAKE                      MODEL                  V.I.N.
 11   MOTOR     2021 FORD                      F-150 XLT 4X4 SUPER      1FTFW1E53MKD49800
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                   ENTERPRISE FLEET MANAGEMENT, INC
      AGENT
 17                      ADDRESS    9315 OLIVE BLVD                          ST. LOUIS                  MO     63132
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...    12
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1                                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                                    MINISTRY OF GOVERNMENT SERVICES                                   REPORT : PSSR060
 RUN DATE : 2022/06/28                        PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                           PAGE   :      12
 ID : 20220628112201.01                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        771803685
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    01       001                            20210422 1403 1462 5219    P  PPSA        4
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                              ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET (UNIT 1)              MAPLE                        ON     L6A3Y9
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                ENTERPRISE FLEET MANAGEMENT CANADA, INC.
      LIEN CLAIMANT
 09                       ADDRESS    77 BELFIELD RD STE 100                   TORONTO                      ON     L1H3Y1
0     COLLATERAL CLASSIFICATION
         CONSUMER                                      MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED                  MATURITY  OR   MATURITY DATE
 10        X                                              X     24777                              X
0              YEAR MAKE                           MODEL                    V.I.N.
 11   MOTOR    2021 FORD                           ESCAPE SE 4DR ALL-W      1FMCU9G65MUA50323
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                    ENTERPRISE FLEET MANAGEMENT, INC
      AGENT
 17                       ADDRESS    9315 OLIVE BLVD                          ST. LOUIS                    MO     63132
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                   CONTINUED...    13
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                      MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28            PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                PAGE   :      13
 ID : 20220628112201.01                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        764012385
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       001                           20200723 1402 1462 0395    P  PPSA        4
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET (UNIT 1)              MAPLE                        ON     L6A3Y9
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                ENTERPRISE FLEET MANAGEMENT CANADA, INC
      LIEN CLAIMANT
 09                       ADDRESS    77 BELFIELD RD STE 100                   TORONTO                      ON     M9W1G6
0     COLLATERAL CLASSIFICATION
         CONSUMER                                      MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED                  MATURITY  OR   MATURITY DATE
 10        X                                               X     44618                               X
0              YEAR MAKE                      MODEL                  V.I.N.
 11   MOTOR     2020 FORD                      F-250 XL 4X4 SD CRE      1FT7W2BT5LED55494
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                    ENTERPRISE FLEET MANAGEMENT, INC
      AGENT
 17                       ADDRESS    9315 OLIVE BLVD                          ST. LOUIS                    MO     63132
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                          CONTINUED...    14
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      14
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        762446781
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       005                          20200605 1028 8077 0263    P  PPSA        6
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS    1-10495 KEELE ST                          VAUGHAN                        ON     L6A3Y9
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS    1-10495 KEELE ST                          VAUGHAN                        ON     L6A3Y9
008   SECURED PARTY /                ROYAL BANK OF CANADA
      LIEN CLAIMANT
 09                       ADDRESS    300-5575 NORTH SERVICE RD                 BURLINGTON                     ON     L7L 6M1
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                            X                X       X                                           X
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR     2020 KUBOTA                    KX080-4S                 47971
 12   VEHICLE
013   GENERAL         EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #
 14   COLLATERAL      201000054110 EQUIPMENT DESCRIPTION 2020 KUBOTA KX080-4S EXCAVATOR
 15   DESCRIPTION     (S/N 47971) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
016   REGISTERING                    REGISTRY = RECOVERY INC.
      AGENT
 17                       ADDRESS    1551 THE QUEENSWAY                        TORONTO                        ON     M8Z 1T5
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                      CONTINUED...    15
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1                                             PROVINCE OF ONTARIO
 RUN NUMBER : 179                       MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      15
 ID : 20220628112201.01                       ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        762446781
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER             UNDER         PERIOD
 01                    02       005                           20200605 1028 8077 0263
0              DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND
 14   COLLATERAL      ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
 15   DESCRIPTION     DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                    CONTINUED...    16
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1                                            PROVINCE OF ONTARIO
 RUN NUMBER : 179                      MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                  PAGE   :      16
 ID : 20220628112201.01                         ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        762446781
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    03       005                          20200605 1028 8077 0263
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                   ONTARIO CORPORATION NO.
 04                       ADDRESS
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                   ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0            YEAR MAKE                     MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
 14   COLLATERAL      GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
 15   DESCRIPTION     LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
016   REGISTERING
      AGENT
 17                       ADDRESS
0                             *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                     CONTINUED...    17
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                           PAGE   :      17
 ID : 20220628112201.01                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        762446781
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       005                            20200605 1028 8077 0263
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                            ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                            ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED             MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                      MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
 14   COLLATERAL       ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO
 15   DESCRIPTION      THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
016   REGISTERING
      AGENT
 17                       ADDRESS
0                               *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                              CONTINUED...    18
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                         MINISTRY OF GOVERNMENT SERVICES                           REPORT : PSSR060
 RUN DATE : 2022/06/28             PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                   PAGE   :      18
 ID : 20220628112201.01                       ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        762446781
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    05       005                            20200605 1028 8077 0263
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                           ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                           ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED             MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...    19
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1                                             PROVINCE OF ONTARIO
 RUN NUMBER : 179                         MINISTRY OF GOVERNMENT SERVICES                         REPORT : PSSR060
 RUN DATE : 2022/06/28               PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM               PAGE   :      19
 ID : 20220628112201.01                        ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        761820534
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       001                           20200511 1404 1462 6110    P  PPSA        4
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                        ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET (UNIT 1)             MAPLE                     ON     L6A3Y9
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                        ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                ENTERPRISE FLEET MANAGEMENT CANADA, INC
      LIEN CLAIMANT
 09                       ADDRESS    77 BELFIELD RD  STE 100                 TORONTO                   ON     M9W1G6
0     COLLATERAL CLASSIFICATION
            CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10           X                                        X     58779                              X
0              YEAR MAKE                     MODEL                 V.I.N.
 11   MOTOR     2020 FORD                     F-550                 1FD0W5HTXLED27342
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                    ENTERPRISE FLEET MANAGEMENT, INC
      AGENT
 17                       ADDRESS    9315 OLIVE BLVD                         ST. LOUIS                 MO     63132
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                            CONTINUED...    20
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1                                                                  PROVINCE OF ONTARIO
 RUN NUMBER : 179                                            MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                               PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                           PAGE   :      20
 ID : 20220628112201.01                                          ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        761824314
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    01       001                          20200511 1702 1462 6247    P  PPSA        4
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                              ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET (UNIT 1)              MAPLE                        ON     L6A3Y9
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                ENTERPRISE FLEET MANAGEMENT CANADA, INC
      LIEN CLAIMANT
 09                       ADDRESS    77 BELFIELD RD  STE 100                  TORONTO                      ON     M9W1G6
0     COLLATERAL CLASSIFICATION
         CONSUMER                                    MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED                MATURITY  OR   MATURITY DATE
 10         X                                             X     58778                              X
0           YEAR MAKE                         MODEL                   V.I.N.
 11   MOTOR     2020 FORD                     F-550 CHASSIS           1FD0W5HT1LED27343
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                    ENTERPRISE FLEET MANAGEMENT, INC
      AGENT
 17                       ADDRESS    9315 OLIVE BLVD                          ST. LOUIS                    MO     63132
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                     CONTINUED...    21
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      21
 ID : 20220628112201.01                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        761796945
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       001                         20200508 1414 1462 5742    P  PPSA        4
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET (UNIT 1)              MAPLE                          ON     L6A3Y9
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                ENTERPRISE FLEET MANAGEMENT CANADA, INC
      LIEN CLAIMANT
 09                       ADDRESS    77 BELFIELD RD  STE 100                  TORONTO                        ON     M9W1G6
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10         X                                          X     58779                               X
0              YEAR MAKE                       MODEL                   V.I.N.
 11   MOTOR    2020 FORD                       F-550                   1FD0W5HT6LED27340
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                    ENTERPRISE FLEET MANAGEMENT, INC
      AGENT
 17                       ADDRESS    9315 OLIVE BLVD                          ST. LOUIS                      MO     63132
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                      CONTINUED...    22
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1 PROVINCE OF ONTARIO
RUN NUMBER : 179 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2022/06/28 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 22
ID : 20220628112201.01 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
FILE CURRENCY : 27JUN 2022
- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
0 FILE NUMBER
00 761796954
0 CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 | 01 | 001 | | 20200508 1414 1462 5743 | P PPSA | 4
0 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME KSTONE INVESTMENT CORPORATION
ONTARIO CORPORATION NO.
04 ADDRESS 10495 KEELE STREET (UNIT 1) MAPLE ON L6A3Y9
0 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
008 SECURED PARTY / LIEN CLAIMANT ENTERPRISE FLEET MANAGEMENT CANADA, INC
09 ADDRESS 77 BELFIELD RD STE 100 TORONTO ON M9W1G6
0 COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X					X	58779			X

		YEAR	MAKE	MODEL	V.I.N.
0		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	FORD	F-550	1FD0W5HT8LED27341
12	VEHICLE				

013 GENERAL
14 COLLATERAL
15 DESCRIPTION
016 REGISTERING AGENT ENTERPRISE FLEET MANAGEMENT, INC
17 ADDRESS 9315 OLIVE BLVD ST. LOUIS MO 63132
0 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0 CONTINUED... 23

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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                         PAGE   :      23
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       006                           20191121 1433 8077 1247    P  PPSA        5
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVE                          RICHMOND HILL              ON     L4E2W8
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE ST UNIT 1                     MAPLE                      ON     L6A3Y9
008   SECURED PARTY /                ROYAL BANK OF CANADA
      LIEN CLAIMANT
 09                       ADDRESS    300-5575 NORTH SERVICE RD                 BURLINGTON                 ON     L7L 6M1
0     COLLATERAL CLASSIFICATION
        CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
         GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                        X                X       X                                         X
0            YEAR MAKE                          MODEL                  V.I.N.
 11   MOTOR     2019 KUBOTA                     M7040DTNHC             97241
 12   VEHICLE   2019 KUBOTA                     1187750                KOFV60003
013   GENERAL         EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #
 14   COLLATERAL      201000051089. EQUIPMENT DESCRIPTION 2019 KUBOTA M7040DTNHC TRACTOR,
 15   DESCRIPTION     2019 NEW KUBOTA 1187750 SNOW PLOW, 2019 BAUMAN 1140H SPREADER 300I
016   REGISTERING                    REGISTRY = RECOVERY INC.
      AGENT
 17                       ADDRESS    1551 THE QUEENSWAY                        TORONTO                    ON     M8Z 1T5
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...    24
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1                                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                                    MINISTRY OF GOVERNMENT SERVICES                                   REPORT : PSSR060
 RUN DATE : 2022/06/28                         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      24
 ID : 20220628112201.01                                   ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    02       006                          20191121 1433 8077 1247
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET UNIT 1                MAPLE                         ON     L6A3Y9
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                      MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED                  MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR     2019 KUBOTA                       1140H                    16424
 12   VEHICLE
013   GENERAL         C/W ALL ATTACHMENTS AND ACCESSORIES, S/NOS 97241 / KOFV60-003 / 16424
 14   COLLATERAL      TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
 15   DESCRIPTION     SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                         CONTINUED...    25
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1                                                       PROVINCE OF ONTARIO
 RUN NUMBER : 179                                MINISTRY OF GOVERNMENT SERVICES                                REPORT : PSSR060
 RUN DATE : 2022/06/28                     PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                       PAGE   :      25
 ID : 20220628112201.01                                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION       REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    03       006                           20191121 1433 8077 1247
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME
                                                                                                  ONTARIO CORPORATION NO.
 04                      ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                                  ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
 14   COLLATERAL       COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
 15   DESCRIPTION      CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
016   REGISTERING
      AGENT
 17                      ADDRESS
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                      CONTINUED...    26
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                               REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                       PAGE   :      26
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       006                            20191121 1433 8077 1247
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                             ONTARIO CORPORATION NO.
 04                       ADDRESS
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                             ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
 14   COLLATERAL       COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
 15   DESCRIPTION      TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...    27
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1                                           PROVINCE OF ONTARIO
 RUN NUMBER : 179                       MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                  PAGE   :      27
 ID : 20220628112201.01                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER             UNDER         PERIOD
 01                    05       006                            20191121 1433 8077 1247
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                       MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
 14   COLLATERAL      COLLATERAL OR PROCEEDS OF THE COLLATERAL.
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                             CONTINUED...    28
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                            PAGE   :      28
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757826622
0         CAUTION     PAGE      TOTAL            MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES               SCHEDULE          NUMBER              UNDER         PERIOD
 01                    06       006                            20191121 1433 8077 1247
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                          MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                CONTINUED...    29
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                         MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28               PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      29
 ID : 20220628112201.01                         ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER              UNDER
 01                    01        001                  20191128 1436 8077 1653
 21   RECORD      FILE NUMBER    757826622
      REFERENCED                                                          RENEWAL    CORRECT
            PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                      A  AMENDMENT
                                FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/       ADD INVENTORY AND ACCOUNTS TO COLLATERAL CLASSIFICATION
 27   DESCRIPTION
 28
 02/           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                   ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09                       ADDRESS
      COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE             DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
 10                     X         X          X     X
               YEAR  MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           REGISTRY = RECOVERY INC.
 17   SECURED PARTY/      ADDRESS    1551 THE QUEENSWAY                       TORONTO                    ON     M8Z 1T5
      LIEN CLAIMANT
0                                 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                    CONTINUED...    30
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1                                                            PROVINCE OF ONTARIO
 RUN NUMBER : 179                                      MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                             PAGE   :      30
 ID : 20220628112201.01                                      ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333638
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       006                             20191106 1036 8077 0327    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVE                            RICHMOND HILL              ON     L4E2W8
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS    68 MAPLE GROVE AVE                          RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /                ROYAL BANK OF CANADA
      LIEN CLAIMANT
 09                       ADDRESS    300-5575 NORTH SERVICE RD                   BURLINGTON                 ON     L7L 6M1
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                             X                X       X                                      X
0             YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR     2019 CASE                        SV250                   JAFSV250EJM457358
 12   VEHICLE
013   GENERAL         EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #
 14   COLLATERAL      201000050923. EQUIPMENT DESCRIPTION 2019 NEW CASE SV250 SKID STEER
 15   DESCRIPTION     LOADER C/W ALL ATTACHMENTS AND ACCESSORIES, S/NO JAFSV250EJM457358
016   REGISTERING                    REGISTRY = RECOVERY INC.
      AGENT
 17                       ADDRESS    1551 THE QUEENSWAY                          TORONTO                    ON     M8Z 1T5
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                            CONTINUED...    31
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      31
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333638
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    02       006                          20191106 1036 8077 0327
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET, UNIT 1                VAUGHAN                      ON     L6A3Y9
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
 14   COLLATERAL      SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
 15   DESCRIPTION     IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                       CONTINUED...    32
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-
1                                                      PROVINCE OF ONTARIO
 RUN NUMBER : 179                                 MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                         PAGE   :      32
 ID : 20220628112201.01                                  ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333638
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER         PERIOD
 01                    03       006                          20191106 1036 8077 0327
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
 14   COLLATERAL      CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
 15   DESCRIPTION     RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                   *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                   CONTINUED...    33
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                         MINISTRY OF GOVERNMENT SERVICES                                REPORT : PSSR060
 RUN DATE : 2022/06/28             PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                        PAGE   :      33
 ID : 20220628112201.01                          ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333638
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       006                             20191106 1036 8077 0327
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                               ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                               ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                       MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
 14   COLLATERAL      TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
 15   DESCRIPTION     PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
016   REGISTERING
      AGENT
 17                       ADDRESS
0                               *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                   CONTINUED...    34
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1                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                   MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28       PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      34
 ID : 20220628112201.01                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333638
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    05       006                          20191106 1036 8077 0327
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          COLLATERAL OR PROCEEDS OF THE COLLATERAL.
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                   *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                    CONTINUED...    35
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                     MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                 PAGE   :      35
 ID : 20220628112201.01                   ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333638
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    06       006                             20191106 1036 8077 0327
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                       ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                       ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                   MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                           CONTINUED...    36
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      36
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
 01                    01        001                  20191106 1437 8077 0369
 21   RECORD      FILE NUMBER    757333638
      REFERENCED                                                          RENEWAL    CORRECT
                  PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                          A  AMENDMENT
                                     FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/       ADD INVENTORY AND ACCOUNTS TO COLLATERAL CLASSIFICATION
 27   DESCRIPTION
 28
 02/            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                     ONTARIO CORPORATION NO.
 04/07                      ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09                         ADDRESS
      COLLATERAL CLASSIFICATION
            CONSUMER                                   MOTOR VEHICLE             DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
 10                     X         X         X     X
                YEAR  MAKE                       MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           REGISTRY = RECOVERY INC.
 17   SECURED PARTY/      ADDRESS    1551 THE QUEENSWAY                        TORONTO                    ON     M8Z 1T5
      LIEN CLAIMANT
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                        CONTINUED...    37
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1                                                      PROVINCE OF ONTARIO
 RUN NUMBER : 179                                MINISTRY OF GOVERNMENT SERVICES                                     REPORT : PSSR060
 RUN DATE : 2022/06/28                      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                           PAGE   :      37
 ID : 20220628112201.01                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333647
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    01       005                           20191106 1036 8077 0328    P  PPSA        10
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVE                            RICHMOND HILL               ON     L4E2W8
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                ROYAL BANK OF CANADA
      LIEN CLAIMANT
 09                       ADDRESS    300-5575 NORTH SERVICE RD                   BURLINGTON                  ON     L7L 6M1
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                  X         X         X      X                                               X
0           YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         AS PER MASTER LEASE AGREEMENT DATED NOVEMBER 5, 2019 TOGETHER
 14   COLLATERAL      WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE
 15   DESCRIPTION     DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL
016   REGISTERING                    REGISTRY = RECOVERY INC.
      AGENT
 17                       ADDRESS    1551 THE QUEENSWAY                          TORONTO                     ON     M8Z 1T5
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                        CONTINUED...    38
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1                                         PROVINCE OF ONTARIO
 RUN NUMBER : 179                    MINISTRY OF GOVERNMENT SERVICES                         REPORT : PSSR060
 RUN DATE : 2022/06/28         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                PAGE   :      38
 ID : 20220628112201.01                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333647
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    02       005                             20191106 1036 8077 0328
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                       MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
 14   COLLATERAL      ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM
 15   DESCRIPTION     DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL
016   REGISTERING
      AGENT
 17                       ADDRESS
0                             *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                    CONTINUED...    39
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1                                                     PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                   REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      39
 ID : 20220628112201.01                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333647
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    03       005                            20191106 1036 8077 0328
0              DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS
 14   COLLATERAL      IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR
 15   DESCRIPTION     OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                          CONTINUED...    40
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1                                         PROVINCE OF ONTARIO
 RUN NUMBER : 179                   MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                PAGE   :      40
 ID : 20220628112201.01                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333647
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       005                         20191106 1036 8077 0328
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                  ONTARIO CORPORATION NO.
 04                       ADDRESS
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                  ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                        MODEL                 V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND
 14   COLLATERAL       RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR
 15   DESCRIPTION      COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
016   REGISTERING
      AGENT
 17                       ADDRESS
0                             *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                      CONTINUED...    41
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1                                                  PROVINCE OF ONTARIO
 RUN NUMBER : 179                             MINISTRY OF GOVERNMENT SERVICES                           REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                 PAGE   :      41
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        757333647
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    05       005                           20191106 1036 8077 0328
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                               ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                               ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         COLLATERAL.
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                    *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                     CONTINUED...    42
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                      REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                              PAGE   :      42
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        751210668
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       005                           20190514 1708 1462 0196    P  PPSA        4
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                 ONTARIO CORPORATION NO. 2504862
 04                       ADDRESS    68 MAPLE GROVE AVENUE                   RICHMOND HILL               ON     L4E2X2
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973          PAULA                   A       SOARES
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELM GROVE RD                         RICHMOND HILL               ON     L4E2W8
008   SECURED PARTY /                ARUNDEL CAPITAL CORPORATION
      LIEN CLAIMANT
 09                       ADDRESS    SUITE 420, 5119 ELBOW DRIVE SW          CALGARY                     AB     T2V1H2
0     COLLATERAL CLASSIFICATION
             CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
              GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                             X                          X     53152        14MAY2023
0             YEAR MAKE                         MODEL                   V.I.N.
 11   MOTOR     2009 FORD                       LCF COE                 3FRLL45Z39V130879
 12   VEHICLE   2005 INTERNATIONAL              7600                    1HTWYAHTX5J152895
013   GENERAL         ONE (1) USED 2005 INTERNATIONAL 7600 DUMP TRUCK S/N
 14   COLLATERAL      1HTWYAHTX5J152895,
 15   DESCRIPTION     ONE (1) USED 2009 FORD LCF COE DUMP TRUCK S/N 3FRLL45Z39V130879,
016   REGISTERING                    PPSA CANADA INC -
      AGENT
 17                       ADDRESS    303-110 SHEPPARD AVE. E.                TORONTO                     ON     M2N6Y8
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                      CONTINUED...    43
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                         MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28               PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      43
 ID : 20220628112201.01                        ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        751210668
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER             UNDER        PERIOD
 01                    02       005                           20190514 1708 1462 0196    P  PPSA        4
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      06DEC1973          PAULA                        SOARES
 03   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE RD                         RICHMOND HILL              ON     L4E2W8
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                     MODEL                    V.I.N.
 11   MOTOR     2006 UTILITY                8 FT                     5DYAA15106C002731
 12   VEHICLE
013   GENERAL         ONE (1) USED 2006 UTILITY 8FT S/A TILTING EQUIPMENT TRAILER S/N
 14   COLLATERAL      5DYAA15106C002731,
 15   DESCRIPTION     TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
016   REGISTERING                PPSA CANADA INC -
      AGENT
 17                       ADDRESS    303-110 SHEPPARD AVE. E.                TORONTO                    ON     M2N6Y8
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                              CONTINUED...    44
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      44
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        751210668
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    03       005                          20190514 1708 1462 0196    P  PPSA        4
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME
                                                                                                  ONTARIO CORPORATION NO.
 04                      ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                                  ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND
 14   COLLATERAL      ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
 15   DESCRIPTION     DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
016   REGISTERING                PPSA CANADA INC -
      AGENT
 17                      ADDRESS    303-110 SHEPPARD AVE. E.                TORONTO                    ON     M2N6Y8
0                                    *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                       CONTINUED...    45
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                           PAGE   :      45
 ID : 20220628112201.01                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        751210668
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    04       005                           20190514 1708 1462 0196    P  PPSA        4
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0            YEAR MAKE                     MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
 14   COLLATERAL      GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
 15   DESCRIPTION     LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
016   REGISTERING                PPSA CANADA INC -
      AGENT
 17                       ADDRESS    303-110 SHEPPARD AVE. E.                TORONTO                    ON     M2N6Y8
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                       CONTINUED...    46
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1                                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                                              MINISTRY OF GOVERNMENT SERVICES                                        REPORT : PSSR060
 RUN DATE : 2022/06/28                                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                                PAGE   :      46
 ID : 20220628112201.01                                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        751210668
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    05       005                          20190514 1708 1462 0196    P  PPSA        4
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                         MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
 14   COLLATERAL      ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE
 15   DESCRIPTION     TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
016   REGISTERING                    PPSA CANADA INC -
      AGENT
 17                       ADDRESS    303-110 SHEPPARD AVE. E.                TORONTO                   ON     M2N6Y8
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                           CONTINUED...    47
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                        MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28              PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                        PAGE   :      47
 ID : 20220628112201.01                        ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        751065489
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER             UNDER        PERIOD
 01                    01       005                           20190509 1706 1462 8481    P  PPSA        4
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                              ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET                         MAPLE                      ON     L6A3Y9
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973         PAULA                   A       SOARES
 06   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET                         MAPLE                      ON     L6A3Y9
008   SECURED PARTY /                TFG FINANCIAL CORPORATION
      LIEN CLAIMANT
 09                       ADDRESS    400, 4180 LOUGHEED HWY                     BURNABY                    BC     V5C6A7
0     COLLATERAL CLASSIFICATION
         CONSUMER                                          MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                            X                         X
0              YEAR MAKE                     MODEL                    V.I.N.
 11   MOTOR     2012 FORD                    F350 XL CREW CAB        1FT8W3B67CEB19725
 12   VEHICLE   2011 FORD                    F250 XLT CREW CAB       1FT7W2BT5BEC72243
013   GENERAL         ONE (1) 2012 FORD F350 XL CREW CAB 4X4 PICKUP VIN 1FT8W3B67CEB19725
 14   COLLATERAL      ONE (1) 2011 FORD F250 XLT CREW CAB 4X4 PICKUP VIN 1FT7W2BT5BEC72243
 15   DESCRIPTION     ONE (1) 2012 DODGE 2500 SLT CREW CAB 4X4 PICKUP VIN 3C6TD5JT7CG262466
016   REGISTERING                    TFG FINANCIAL CORPORATION
      AGENT
 17                       ADDRESS    400, 4180 LOUGHEED HWY                     BURNABY                    BC     V5C6A7
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                          CONTINUED...    48
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1                                         PROVINCE OF ONTARIO
 RUN NUMBER : 179                    MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      48
 ID : 20220628112201.01                   ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        751065489
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE    REGISTRATION       REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER             UNDER        PERIOD
 01                    02       005                          20190509 1706 1462 8481    P  PPSA        4
0              DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                             ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                             ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
           CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
            GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                       MODEL                     V.I.N.
 11   MOTOR     2012 DODGE                     2500 SLT CREW CAB       3C6TD5JT7CG262466
 12   VEHICLE   2012 DODGE                     2500HD CREW CAB         3C6TD5JT3CG112600
013   GENERAL         ONE (1) 2012 DODGE 2500HD CREW CAB 4X4 PICKUP VIN 3C6TD5JT3CG112600
 14   COLLATERAL      ONE (1) 2012 DODGE 1500 CREW CAB 4X4 PICKUP VIN 1C6RD7GT2CS121536
 15   DESCRIPTION     ONE (1) 2012 DODGE 1500 CREW CAB 4X4 PICKUP VIN 1C6RD7LT6CS319588
016   REGISTERING                    TFG FINANCIAL CORPORATION
      AGENT
 17                       ADDRESS    400, 4180 LOUGHEED HWY                 BURNABY                    BC     V5C6A7
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                CONTINUED...    49
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1                                                 PROVINCE OF ONTARIO
 RUN NUMBER : 179                           MINISTRY OF GOVERNMENT SERVICES                                REPORT : PSSR060
 RUN DATE : 2022/06/28               PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                        PAGE   :      49
 ID : 20220628112201.01                         ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        751065489
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    03       005                           20190509 1706 1462 8481    P  PPSA        4
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 04                      ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED             MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                       MODEL                    V.I.N.
 11   MOTOR     2012 DODGE                  1500 CREW CAB            1C6RD7GT2CS121536
 12   VEHICLE   2012 DODGE                  1500 CREW CAB            1C6RD7LT6CS319588
013   GENERAL         TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
 14   COLLATERAL      REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO,
 15   DESCRIPTION     AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM
016   REGISTERING                   TFG FINANCIAL CORPORATION
      AGENT
 17                      ADDRESS    400, 4180 LOUGHEED HWY                    BURNABY                   BC     V5C6A7
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                   CONTINUED...    50
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1                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                  MINISTRY OF GOVERNMENT SERVICES                         REPORT : PSSR060
 RUN DATE : 2022/06/28       PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                PAGE   :      50
 ID : 20220628112201.01                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        751065489
0         CAUTION     PAGE      TOTAL            MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES               SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       005                            20190509 1706 1462 8481    P  PPSA        4
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                      ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                      ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE
 14   COLLATERAL      COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT
 15   DESCRIPTION     THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE
016   REGISTERING                 TFG FINANCIAL CORPORATION
      AGENT
 17                       ADDRESS    400, 4180 LOUGHEED HWY                  BURNABY                   BC     V5C6A7
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                          CONTINUED...    51
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1                                                     PROVINCE OF ONTARIO
 RUN NUMBER : 179                                MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                            PAGE   :      51
 ID : 20220628112201.01                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        751065489
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER       PERIOD
 01                    05       005                          20190509 1706 1462 8481    P  PPSA       4
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                           MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          COLLATERAL OR PROCEEDS OF THE COLLATERAL.
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                     TFG FINANCIAL CORPORATION
      AGENT
 17                       ADDRESS    400, 4180 LOUGHEED HWY                    BURNABY                    BC     V5C6A7
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                             CONTINUED...    52
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                           REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                   PAGE   :      52
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0       FILE NUMBER
 00      747920007
0       CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
        FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                  001      4                              20190129 1000 9237 2178    P  PPSA        05
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                             ONTARIO CORPORATION NO.
 04                      ADDRESS    10495 KEELE STREET                       MAPLE                      ON     L6A 3Y9
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                             ONTARIO CORPORATION NO.
 07                      ADDRESS    10495 KEELE STREET                       MAPLE                      ON     L6A 3Y9
008   SECURED PARTY /               CURRENT FINANCIAL CORP.
      LIEN CLAIMANT
 09                      ADDRESS    TOWER 1 2020, 10060 JASPER AVE           EDMONTON                   AB     T5J 3R8
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                           X                         X                 01MAR2023
0           YEAR MAKE                        MODEL                  V.I.N.
 11   MOTOR     2017 CASE LOADER                 580SN BACKHOE          JJGN58SRLGC734231
 12   VEHICLE
013   GENERAL         2017 CASE LOADER 580SN BACKHOE S/N? JJGN58SRLGC734231 TOGETHER WITH
 14   COLLATERAL      ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
 15   DESCRIPTION     SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
016   REGISTERING                   TERIO SOLUTIONS INC
      AGENT
 17                      ADDRESS    38 WALLACE PLACE                         DELTA                      BC     V4M3V2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                              CONTINUED...    53
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1                                                     PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      53
 ID : 20220628112201.01                               ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        747920007
0         CAUTION     PAGE     TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                   002      4                              20190129 1000 9237 2178
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      06DEC1973          PAULA                   A       SOARES
 03   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 04                      ADDRESS    10495 KEELE STREET                       MAPLE                         ON     L6A 3Y9
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973          PAULA                           SOARES
 06   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 07                      ADDRESS    10495 KEELE STREET                       MAPLE                         ON     L6A 3Y9
008   SECURED PARTY /               CANADIAN WESTERN BANK
      LIEN CLAIMANT
 09                      ADDRESS    300 - 700 ST. ALBERT TRAIL               ST.ALBERT                     AB     T8N 7J7
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                        MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
 14   COLLATERAL      COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
 15   DESCRIPTION     CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
016   REGISTERING
      AGENT
 17                      ADDRESS
0                               *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                     CONTINUED...    54
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1                                                            PROVINCE OF ONTARIO
 RUN NUMBER : 179                                      MINISTRY OF GOVERNMENT SERVICES                                      REPORT : PSSR060
 RUN DATE : 2022/06/28                         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                               PAGE   :      54
 ID : 20220628112201.01                                      ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        747920007
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    003      4                              20190129 1000 9237 2178
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973          JORGE                   M       SOARES
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                        ADDRESS    10495 KEELE STREET                       MAPLE                         ON     L6A 3Y9
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      04NOV1973          JORGE                           SOARES
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                        ADDRESS    10495 KEELE STREET                       MAPLE                         ON     L6A 3Y9
008   SECURED PARTY /
      LIEN CLAIMANT
 09                        ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
 14   COLLATERAL       COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
 15   DESCRIPTION      TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
016   REGISTERING
      AGENT
 17                        ADDRESS
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                   CONTINUED...    55
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                          MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                        PAGE   :      55
 ID : 20220628112201.01                            ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        747920007
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    004      4                              20190129 1000 9237 2178
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0            YEAR MAKE                          MODEL                     V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
 14   COLLATERAL       COLLATERAL OR PROCEEDS OF THE COLLATERAL.
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                               *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                        CONTINUED...    56
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      56
 ID : 20220628112201.01                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE     TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       007                         20181211 1405 1462 7607    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL              ON     L4E2X2
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL              ON     L4E2X2
008   SECURED PARTY /                ADD CAPITAL CORP.
      LIEN CLAIMANT
 09                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0     COLLATERAL CLASSIFICATION
            CONSUMER                                   MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10                                          X        X                                              X
0             YEAR MAKE                    MODEL                    V.I.N.
 11   MOTOR     2013 INTERNATIONAL           4300 SBA DURASTAR       1HTMMAAP4DH200672
 12   VEHICLE
013   GENERAL         COMPLETE SERIAL NUMBERED COLLATERAL SHOULD READ, 1-2013
 14   COLLATERAL      INTERNATIONAL 4300 SBA DURASTAR S/A TILT & LOAD TRUCK, SERIAL
 15   DESCRIPTION     NUMBER, 1HTMMAAP4DH200672
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...    57
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                       REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                               PAGE   :      57
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                   02       007                          20181211 1405 1462 7607    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET, UNIT 1                MAPLE                        ON     L6A3Y9
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET, UNIT 1                MAPLE                        ON     L6A3Y9
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
             CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
              GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL      ALL GOODS OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION
 15   DESCRIPTION     NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                      ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                         CONTINUED...    58
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1                                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                                    MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                        PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      58
 ID : 20220628112201.01                                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    03       007                           20181211 1405 1462 7607    P  PPSA        5
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973          JORGE                   M       MARQUES SOARES
 03   NAME          BUSINESS NAME
                                                                                             ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      04NOV1973          JORGE                   S       MARQUES
 06   NAME          BUSINESS NAME
                                                                                             ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,
 14   COLLATERAL      ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,
 15   DESCRIPTION     SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                     CONTINUED...    59
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1                                         PROVINCE OF ONTARIO
 RUN NUMBER : 179                     MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                 PAGE   :      59
 ID : 20220628112201.01                   ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0        FILE NUMBER
 00       746748117
0        CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                   04       007                          20181211 1405 1462 7607    P  PPSA        5
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973         JORGE                   M       SOARES
 03   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 04                      ADDRESS    72 ELM GROVE AVENUE                       RICHMOND HILL              ON     L4E2W8
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973         PAULA                   A       SOARES
 06   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 07                      ADDRESS    72 ELM GROVE AVENUE                       RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL           FOREGOING.
 14   COLLATERAL        PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL
 15   DESCRIPTION       PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING
016   REGISTERING                      ADD CAPITAL CORP.
      AGENT
 17                      ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                    ON     L3R8E2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...    60
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      60
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    05       007                            20181211 1405 1462 7607    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                     V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT
 14   COLLATERAL      LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR
 15   DESCRIPTION     COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...    61
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      61
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    06       007                         20181211 1405 1462 7607    P  PPSA        5
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                         MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,
 14   COLLATERAL       GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,
 15   DESCRIPTION      INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.
016   REGISTERING                     ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                    ON     L3R8E2
0                                       *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                          CONTINUED...    62
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      62
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        746748117
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    07       007                            20181211 1405 1462 7607    P  PPSA        5
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                   ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                    MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL      AND PROCEEDS THEREOF
 15   DESCRIPTION
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                    ON     L3R8E2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...    63
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1                                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                                  MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28                      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                   PAGE   :      63
 ID : 20220628112201.01                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
 01                    01        001                  20220623 1009 1462 1711
 21   RECORD      FILE NUMBER    746748117
      REFERENCED                                                          RENEWAL    CORRECT
                  PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                        C  DISCHARGE
                                     FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/
 27   DESCRIPTION
 28
 02/             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                      ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09                       ADDRESS
      COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT  MATURITY  OR   MATURITY DATE
 10
               YEAR  MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           ADD CAPITAL CORP.
 17   SECURED PARTY/      ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                    ON     L3R8E2
      LIEN CLAIMANT
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                          CONTINUED...    64
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                     MINISTRY OF GOVERNMENT SERVICES                               REPORT : PSSR060
 RUN DATE : 2022/06/28           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      64
 ID : 20220628112201.01                     ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745983972
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       006                            20181119 1406 1462 7676    P  PPSA       6
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                        ONTARIO CORPORATION NO.
 04                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL             ON     L4E2X2
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                        ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET, UNIT 1               MAPLE                     ON     L6A3Y9
008   SECURED PARTY /                ADD CAPITAL CORP.
      LIEN CLAIMANT
 09                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                   ON     L3R8E2
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                           X               X                                                 X
0            YEAR MAKE                     MODEL                     V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND
 14   COLLATERAL       AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,
 15   DESCRIPTION      ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                   ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                             CONTINUED...    65
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1                                         PROVINCE OF ONTARIO
 RUN NUMBER : 179                      MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      65
 ID : 20220628112201.01                   ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745983972
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    02       006                         20181119 1406 1462 7676    P  PPSA        6
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                     ONTARIO CORPORATION NO.
 04                      ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL             ON     L4E2X2
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                     ONTARIO CORPORATION NO.
 07                      ADDRESS    10495 KEELE STREET, UNIT 1               MAPLE                     ON     L6A3Y9
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                 MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED             MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                    MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFORE, AND ALL RIGHTS,
 14   COLLATERAL       RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE
 15   DESCRIPTION      OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS
016   REGISTERING                   ADD CAPITAL CORP.
      AGENT
 17                      ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                   ON     L3R8E2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                        CONTINUED...    66
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1                                                      PROVINCE OF ONTARIO
 RUN NUMBER : 179                                 MINISTRY OF GOVERNMENT SERVICES                                REPORT : PSSR060
 RUN DATE : 2022/06/28                      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                       PAGE   :      66
 ID : 20220628112201.01                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745983972
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    03       006                          20181119 1406 1462 7676    P  PPSA        6
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973          JORGE                   M       MARQUES SOARES
 03   NAME          BUSINESS NAME
                                                                                             ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVENUE                        RICHMOND HILL              ON     L4E2W8
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      04NOV1973          JORGE                   S       MARQUES
 06   NAME          BUSINESS NAME
                                                                                             ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELM GROVE AVENUE                        RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          RELATING THERETO.
 14   COLLATERAL
 15   DESCRIPTION      PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL
016   REGISTERING                   ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2                 MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...    67
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                 REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                        PAGE   :      67
 ID : 20220628112201.01                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745983972
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    04       006                           20181119 1406 1462 7676    P  PPSA        6
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973          JORGE                   M       SOARES
 03   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973          PAULA                   A       SOARES
 06   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
            CONSUMER                                   MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING
 14   COLLATERAL       OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT
 15   DESCRIPTION      LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                CONTINUED...    68
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                     MINISTRY OF GOVERNMENT SERVICES                         REPORT : PSSR060
 RUN DATE : 2022/06/28           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM               PAGE   :      68
 ID : 20220628112201.01                     ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0        FILE NUMBER
 00       745983972
0        CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                   05       006                         20181119 1406 1462 7676    P  PPSA        6
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME
                                                                                ONTARIO CORPORATION NO.
 04                      ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                       MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER
 14   COLLATERAL      PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,
 15   DESCRIPTION     GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,
016   REGISTERING                   ADD CAPITAL CORP.
      AGENT
 17                      ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                  ON     L3R8E2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                  CONTINUED...    69
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1                                          PROVINCE OF ONTARIO
 RUN NUMBER : 179                     MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                PAGE   :      69
 ID : 20220628112201.01                     ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745983972
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER         PERIOD
 01                    06       006                          20181119 1406 1462 7676    P  PPSA        6
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 04                      ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.
 14   COLLATERAL
 15   DESCRIPTION     AND PROCEEDS THEREOF
016   REGISTERING                ADD CAPITAL CORP.
      AGENT
 17                      ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                    ON     L3R8E2
0                                    *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                              CONTINUED...    70
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1                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                  MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28       PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                 PAGE   :      70
 ID : 20220628112201.01                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    01       008                            20181119 1406 1462 7677    P  PPSA        5
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                   ONTARIO CORPORATION NO.
 04                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL              ON     L4E2X2
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                   ONTARIO CORPORATION NO.
 07                       ADDRESS    10495 KEELE STREET, UNIT 1               MAPLE                      ON     L6A3Y9
008   SECURED PARTY /                ADD CAPITAL CORP.
      LIEN CLAIMANT
 09                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0     COLLATERAL CLASSIFICATION
             CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
              GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10                             X                X       X                                           X
0            YEAR MAKE                         MODEL                     V.I.N.
 11   MOTOR     2012 INTERNATIONAL             4300 DUMP TRUCK           1HTJTSKM7CH083796
 12   VEHICLE   2011 INTERNATIONAL             4300 DUMP TRUCK           1HTJTSKM6BJ399391
013   GENERAL         COMPLETE SERIAL NUMBERED COLLATERAL SHOULD READ, 1-2012
 14   COLLATERAL      INTERNATIONAL DUMP TRUCK, SERIAL NUMBER, 1HTJTSKM7CH083796, COMES
 15   DESCRIPTION     WITH 1-NEW VOTH 13 FOOT 9 INCH STEEL DUMP BOX WITH SPLIT FOLD-DOWN
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                       CONTINUED...    71
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1                                                      PROVINCE OF ONTARIO
 RUN NUMBER : 179                                MINISTRY OF GOVERNMENT SERVICES                                REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                        PAGE   :      71
 ID : 20220628112201.01                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN           ** THIS REGISTRATION HAS BEEN DISCHARGED **
0        FILE NUMBER
 00       745983981
0        CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                   02       008                           20181119 1406 1462 7677    P  PPSA        5
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                                   ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE STREET, UNIT 1                MAPLE                          ON     L6A3Y9
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                                   ONTARIO CORPORATION NO.
 07                       ADDRESS    68 MAPLE GROVE AVENUE                     RICHMOND HILL                  ON     L4E2X2
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                     V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          SIDES, SERIAL NUMBER, 2017-55 AND  1-2011 INTERNATIONAL DUMP TRUCK,
 14   COLLATERAL       SERIAL NUMBER, 1HTJTSKM6BJ399391, COMES WITH 1-NEW VOTH 13 FOOT 9
 15   DESCRIPTION      INCH STEEL DUMP BOX WITH SPLIT FOLD-DOWN SIDES, SERIAL NUMBER, 2018-
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                        ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                       CONTINUED...    72
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1                                                  PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                 PAGE   :      72
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    03       008                             20181119 1406 1462 7677    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973          JORGE                  M       MARQUES SOARES
 03   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVENUE                       RICHMOND HILL              ON     L4E2W8
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      04NOV1973          JORGE                  S       MARQUES
 06   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELM GROVE AVENUE                       RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         876
 14   COLLATERAL      ALL GOODS OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION
 15   DESCRIPTION     NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2                MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...    73
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                         PAGE   :      73
 ID : 20220628112201.01                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN           ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    04       008                           20181119 1406 1462 7677    P  PPSA        5
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      04NOV1973          JORGE                   M       SOARES
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
0               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973          PAULA                   A       SOARES
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELM GROVE AVENUE                      RICHMOND HILL              ON     L4E2W8
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,
 14   COLLATERAL      ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,
 15   DESCRIPTION     SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...    74
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1                                                  PROVINCE OF ONTARIO
 RUN NUMBER : 179                            MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      74
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    05       008                           20181119 1406 1462 7677    P  PPSA        5
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         FOREGOING.
 14   COLLATERAL      PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL
 15   DESCRIPTION     PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING
016   REGISTERING                 ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                       *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                          CONTINUED...    75
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1                                                PROVINCE OF ONTARIO
 RUN NUMBER : 179                            MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                PAGE   :      75
 ID : 20220628112201.01                          ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    06       008                           20181119 1406 1462 7677    P  PPSA        5
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT
 14   COLLATERAL       LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR
 15   DESCRIPTION      COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER
016   REGISTERING                 ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                  CONTINUED...    76
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                           MINISTRY OF GOVERNMENT SERVICES                             REPORT : PSSR060
 RUN DATE : 2022/06/28               PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                     PAGE   :      76
 ID : 20220628112201.01                         ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN           ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    07       008                          20181119 1406 1462 7677    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                      ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                      ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,
 14   COLLATERAL      GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,
 15   DESCRIPTION     INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.
016   REGISTERING                    ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                    ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                         CONTINUED...    77
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      77
 ID : 20220628112201.01                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        745983981
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    08       008                           20181119 1406 1462 7677    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL      AND PROCEEDS THEREOF
 15   DESCRIPTION
016   REGISTERING                   ADD CAPITAL CORP.
      AGENT
 17                       ADDRESS    500 COCHRANE DRIVE, UNIT 2              MARKHAM                      ON     L3R8E2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                           CONTINUED...    78
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1                                        PROVINCE OF ONTARIO
 RUN NUMBER : 179                  MINISTRY OF GOVERNMENT SERVICES                        REPORT : PSSR060
 RUN DATE : 2022/06/28        PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM              PAGE   :      78
 ID : 20220628112201.01                   ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
 01                    01        001                  20220623 1009 1462 1712
 21   RECORD      FILE NUMBER    745983981
      REFERENCED                                                       RENEWAL    CORRECT
                PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                  C  DISCHARGE
                                 FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/
 27   DESCRIPTION
 28
 02/           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                          ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09                       ADDRESS
      COLLATERAL CLASSIFICATION
            CONSUMER                                 MOTOR VEHICLE             DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
 10
               YEAR  MAKE                       MODEL                 V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           ADD CAPITAL CORP.
 17   SECURED PARTY/      ADDRESS    500 COCHRANE DRIVE, UNIT 2               MARKHAM                  ON     L3R8E2
      LIEN CLAIMANT
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                  CONTINUED...    79
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1                                                       PROVINCE OF ONTARIO
 RUN NUMBER : 179                                 MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                           PAGE   :      79
 ID : 20220628112201.01                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-    FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0        FILE NUMBER
 00       745113411
0        CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                   01       005                           20181024 1005 1462 9458    P  PPSA       7
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                          ONTARIO CORPORATION NO. 2504862
 04                       ADDRESS    68 MAPLE GROVE AVENUE                     RICHMOND HILL             ON     L4E2X2
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                          ONTARIO CORPORATION NO. 2600618
 07                       ADDRESS    68 MAPLE GROVE AVENUE                     RICHMOND HILL             ON     L4E2X2
008   SECURED PARTY /                ARUNDEL CAPITAL CORPORATION
      LIEN CLAIMANT
 09                       ADDRESS    SUITE 420, 5119 ELBOW DRIVE SW            CALGARY                   AB     T2V1H2
0     COLLATERAL CLASSIFICATION
         CONSUMER                                     MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10                            X                         X     122700       23OCT2025
0              YEAR MAKE                           MODEL                     V.I.N.
 11   MOTOR     2018 CASE                          SR175 LOADER              JAFSR175TJM443745
 12   VEHICLE   2018 CASE                          SR175 LOADER              JAFSR175EJM448974
013   GENERAL         ONE(1) NEW 2018 CASE SR175 SKID STEER LOADER S/N JAFSR175TJM443745,
 14   COLLATERAL      ONE(1) NEW 2018 CASE SR175 SKID STEER LOADER S/N JAFSR175EJM448974,
 15   DESCRIPTION     ONE(1) NEW 2018 CASE SR175 SKID STEER LOADER S/N JAFSR175LJM448972,
016   REGISTERING                    ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                  CALGARY                   AB     T2V1H2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                              CONTINUED...    80
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1                                                            PROVINCE OF ONTARIO
 RUN NUMBER : 179                                      MINISTRY OF GOVERNMENT SERVICES                                REPORT : PSSR060
 RUN DATE : 2022/06/28                           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                       PAGE   :      80
 ID : 20220628112201.01                                    ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113411
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    02       005                           20181024 1005 1462 9458    P  PPSA        7
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      06DEC1973         PAULA                   A       SOARES
 03   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE ROAD                              RICHMOND HILL              ON     L4E2W8
0              DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0              YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR     2018 CASE                       SR175 LOADER             JAFSR175LJM448972
 12   VEHICLE   2018 CASE                       SR175 LOADER             JAFSR175KJM446907
013   GENERAL         ONE(1) NEW 2018 CASE SR175 SKID STEER LOADER S/N JAFSR175KJM446907,
 14   COLLATERAL      ONE(1) NEW 2018 CASE SR175 SKID STEER LOADER S/N JAFSR175CJM446909,
 15   DESCRIPTION     TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
016   REGISTERING                   ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                       CALGARY                    AB     T2V1H2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                            CONTINUED...    81
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                       PAGE   :      81
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113411
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    03       005                           20181024 1005 1462 9458    P  PPSA       7
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                         MODEL                    V.I.N.
 11   MOTOR     2018 CASE                         SR175 LOADER             JAFSR175CJM446909
 12   VEHICLE
013   GENERAL          REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND
 14   COLLATERAL       ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
 15   DESCRIPTION      DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
016   REGISTERING                    ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                              CONTINUED...    82
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                                MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28                     PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      82
 ID : 20220628112201.01                                 ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113411
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       005                             20181024 1005 1462 9458    P  PPSA        7
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                      MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL          LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
 14   COLLATERAL       GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
 15   DESCRIPTION      LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
016   REGISTERING                 ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                   *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                   CONTINUED...    83
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                         MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28               PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      83
 ID : 20220628112201.01                        ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113411
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    05       005                            20181024 1005 1462 9458    P  PPSA        7
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                      MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
 14   COLLATERAL      ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE
 15   DESCRIPTION     TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
016   REGISTERING                 ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                   CONTINUED...    84
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1                                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                                        MINISTRY OF GOVERNMENT SERVICES                                          REPORT : PSSR060
 RUN DATE : 2022/06/28                            PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                                  PAGE   :      84
 ID : 20220628112201.01                                         ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
 01                    001       1                   20181024 1214 1793 6261
 21   RECORD      FILE NUMBER    745113411
      REFERENCED                                                             RENEWAL    CORRECT
                  PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                            A  AMENDMENT
                                     FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/       ADD A SECURED PARTY
 27   DESCRIPTION
 28
 02/           DATE OF BIRTH         FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                                ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08                                  STRIDE CAPITAL CORP.
 09                       ADDRESS    #420B, 5119 ELBOW DRIVE SW                CALGARY                   AB     T2V1H2
      COLLATERAL CLASSIFICATION
            CONSUMER                                 MOTOR VEHICLE             DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT  MATURITY  OR   MATURITY DATE
 10
               YEAR  MAKE                         MODEL                  V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           ARUNDEL CAPITAL CORPORATION
 17   SECURED PARTY/      ADDRESS    420, 5119 ELBOW DRIVE SW                  CALGARY                   AB     T2V1H2
      LIEN CLAIMANT
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                          CONTINUED...    85
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                        REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                                PAGE   :      85
 ID : 20220628112201.01                                ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113429
0         CAUTION     PAGE     TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                   01       005                         20181024 1005 1462 9459    P  PPSA        7
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO. 2504862
 04                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL              ON     L4E2X2
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME    MAIN INFRASTRUCTURE LTD.
                                                                                                     ONTARIO CORPORATION NO. 2600618
 07                       ADDRESS    68 MAPLE GROVE AVENUE                    RICHMOND HILL              ON     L4E2X2
008   SECURED PARTY /               ARUNDEL CAPITAL CORPORATION
      LIEN CLAIMANT
 09                       ADDRESS    SUITE 420, 5119 ELBOW DRIVE SW           CALGARY                    AB     T2V1H2
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                            X                         X     122700       23OCT2025
0           YEAR MAKE                        MODEL                  V.I.N.
 11   MOTOR     2018 CASE                    SV185 LOADER           JAFSV185LJM444642
 12   VEHICLE   2018 CASE                    SV185 LOADER           JAFSV185CJM451800
013   GENERAL         ONE(1) NEW 2018 CASE SV185 SKID STEER LOADER S/N JAFSV185LJM444642,
 14   COLLATERAL      ONE(1) NEW 2018 CASE SV185 SKID STEER LOADER S/N JAFSV185CJM451800,
 15   DESCRIPTION     ONE(1) NEW 2018 CASE SV185 SKID STEER LOADER S/N JAFSV185HJM451799,
016   REGISTERING                   ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                             CONTINUED...    86
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                         MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28               PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                PAGE   :      86
 ID : 20220628112201.01                         ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113429
0         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER        PERIOD
 01                    02       005                          20181024 1005 1462 9459    P  PPSA        7
0               DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR      06DEC1973         PAULA                   A       SOARES
 03   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE ROAD                        RICHMOND HILL              ON     L4E2W8
0               DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
           GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0               YEAR MAKE                      MODEL                    V.I.N.
 11   MOTOR     2018 CASE                      SV185 LOADER             JAFSV185HJM451799
 12   VEHICLE
013   GENERAL          TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
 14   COLLATERAL       REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND
 15   DESCRIPTION      ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
016   REGISTERING                   ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                              CONTINUED...    87
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1                                                             PROVINCE OF ONTARIO
 RUN NUMBER : 179                                       MINISTRY OF GOVERNMENT SERVICES                                         REPORT : PSSR060
 RUN DATE : 2022/06/28                            PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                                PAGE   :      87
 ID : 20220628112201.01                                       ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113429
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER        PERIOD
 01                    03       005                           20181024 1005 1462 9459    P  PPSA        7
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                      ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
 14   COLLATERAL      LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
 15   DESCRIPTION     GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
016   REGISTERING                    ARUNDEL CAPITAL CORPORATION
      AGENT
 17                      ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                CONTINUED...    88
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      88
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113429
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    04       005                             20181024 1005 1462 9459    P  PPSA        7
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                   MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
 14   COLLATERAL      DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
 15   DESCRIPTION     ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE
016   REGISTERING                    ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                 CALGARY                    AB     T2V1H2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                    CONTINUED...    89
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                  PAGE   :      89
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        745113429
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    05       005                           20181024 1005 1462 9459    P  PPSA        7
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                   V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                   ARUNDEL CAPITAL CORPORATION
      AGENT
 17                       ADDRESS    420, 5119 ELBOW DRIVE SW                CALGARY                    AB     T2V1H2
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                               CONTINUED...    90
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                          REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                 PAGE   :      90
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        742487733
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    001      3                            20180808 1728 1901 2733    P  PPSA        05
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                 ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELMGROVE AVE                            RICHMOND HILL              ON     L4E 2W8
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      06DEC1973          PAULA                   A       SOARES
 06   NAME          BUSINESS NAME
                                                                                                 ONTARIO CORPORATION NO.
 07                       ADDRESS    72 ELMGROVE AVE                            RICHMOND HILL              ON     L4E 2W8
008   SECURED PARTY /                COAST CAPITAL EQUIPMENT FINANCE LTD.
      LIEN CLAIMANT
 09                       ADDRESS    800-9900 KING GEORGE BLVD.                 SURREY                     BC     V3T 0K7
0     COLLATERAL CLASSIFICATION
         CONSUMER                                          MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED                  MATURITY  OR   MATURITY DATE
 10         X                   X                          X
0             YEAR MAKE                         MODEL                     V.I.N.
 11   MOTOR     2012 CASE                       580 SN                    JJGN58SNTCC564210
 12   VEHICLE   2014 CASE                       TR 320                    NDM463058
013   GENERAL         ONE (1) USED 2012 CASE 580 SN BACKHOE S/N JJGN58SNTCC564210  ONE
 14   COLLATERAL      USED 2014 CASE TR 320 COMPACT LOADER S/N NDM463058   TOGETHER WITH
 15   DESCRIPTION     ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
016   REGISTERING                    AVS SYSTEMS INC.
      AGENT
 17                       ADDRESS    201 - 1325 POLSON DR.                      VERNON                     BC     V1T 8H2
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                     CONTINUED...    91
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                         MINISTRY OF GOVERNMENT SERVICES                                  REPORT : PSSR060
 RUN DATE : 2022/06/28              PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                         PAGE   :      91
 ID : 20220628112201.01                          ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        742487733
0         CAUTION     PAGE      TOTAL            MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    002      3                             20180808 1728 1901 2733
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 04                       ADDRESS
0           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                          ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
 14   COLLATERAL      IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR
 15   DESCRIPTION     DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                               CONTINUED...    92
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1                                                 PROVINCE OF ONTARIO
 RUN NUMBER : 179                           MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28               PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      92
 ID : 20220628112201.01                          ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        742487733
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    003      3                              20180808 1728 1901 2733
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME         BUSINESS NAME
                                                                                                  ONTARIO CORPORATION NO.
 04                      ADDRESS
0           DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME         BUSINESS NAME
                                                                                                  ONTARIO CORPORATION NO.
 07                      ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                      ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0           YEAR MAKE                         MODEL                 V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
 14   COLLATERAL      COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
 15   DESCRIPTION     COLLATERAL.
016   REGISTERING
      AGENT
 17                      ADDRESS
0                                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                   CONTINUED...    93
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1                                                    PROVINCE OF ONTARIO
 RUN NUMBER : 179                               MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                   PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                      PAGE   :      93
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        741645234
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    001      3                              20180716 1535 1901 8008    P  PPSA        04
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                       ONTARIO CORPORATION NO.
 04                        ADDRESS    68 MAPLE GROVE AVE                        RICHMOND HILL              ON     L4E 2X2
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR      04NOV1973          JORGE                  M      MARQUES SOARES
 06   NAME          BUSINESS NAME
                                                                                       ONTARIO CORPORATION NO.
 07                        ADDRESS    72 ELM GROVE AVE                          RICHMOND HILL              ON     L4E 2W8
008   SECURED PARTY /                 COAST CAPITAL EQUIPMENT FINANCE LTD.
      LIEN CLAIMANT
 09                        ADDRESS    800-9900 KING GEORGE BLVD.                SURREY                     BC     V3T 0K7
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10         X                   X                      X
0             YEAR MAKE                     MODEL                  V.I.N.
 11   MOTOR     2010 INTERNATIONAL             7600 SBA               1HTWYSJT6AJ181661
 12   VEHICLE
013   GENERAL          ONE (1) USED 2010 INTERNATIONAL 7600 SBA WORKSTAR DUMP TRUCK (TRI/A)
 14   COLLATERAL       S/N 1HTWYSJT6AJ181661 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
 15   DESCRIPTION      ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS
016   REGISTERING                     AVS SYSTEMS INC.
      AGENT
 17                        ADDRESS    201 - 1325 POLSON DR.                     VERNON                     BC     V1T 8H2
0                                       *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                           CONTINUED...    94
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                          MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      94
 ID : 20220628112201.01                          ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        741645234
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    002      3                               20180716 1535 1901 8008
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS
0             DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0             YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
 14   COLLATERAL      FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE
 15   DESCRIPTION     COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                    *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                            CONTINUED...    95
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1                                                   PROVINCE OF ONTARIO
 RUN NUMBER : 179                              MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                          PAGE   :      95
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        741645234
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
 01                    003      3                              20180716 1535 1901 8008
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 04                       ADDRESS
0            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                    ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /
      LIEN CLAIMANT
 09                       ADDRESS
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10
0            YEAR MAKE                        MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL         INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR
 14   COLLATERAL      PROCEEDS OF THE COLLATERAL.
 15   DESCRIPTION
016   REGISTERING
      AGENT
 17                       ADDRESS
0                                *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                         CONTINUED...    96
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1                                              PROVINCE OF ONTARIO
 RUN NUMBER : 179                         MINISTRY OF GOVERNMENT SERVICES                                     REPORT : PSSR060
 RUN DATE : 2022/06/28              PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                            PAGE   :      96
 ID : 20220628112201.01                         ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
0         FILE NUMBER
 00        741189168
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION       REGISTERED  REGISTRATION
          FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
 01                    01       001                         20180703 1932 1531 6173    P  PPSA        5
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    72 ELM GROVE AVE                            RICHMOND HILL              ON     L4E 2W8
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                ROYAL BANK OF CANADA
      LIEN CLAIMANT
 09                       ADDRESS    36 YORK MILLS ROAD, 4TH FLOOR               TORONTO                    ON     M2P 0A4
0     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                     X         X         X      X       X
0             YEAR MAKE                        MODEL                 V.I.N.
 11   MOTOR
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                    CANADIAN SECURITIES REGISTRATION SYSTEMS
      AGENT
 17                       ADDRESS    4126 NORLAND AVENUE                         BURNABY                    BC     V5G 3S8
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                            CONTINUED...    97
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1                                                 PROVINCE OF ONTARIO
 RUN NUMBER : 179                             MINISTRY OF GOVERNMENT SERVICES                              REPORT : PSSR060
 RUN DATE : 2022/06/28                  PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    PAGE   :      97
 ID : 20220628112201.01                              ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH      : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY       : 27JUN 2022
-     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN            ** THIS REGISTRATION HAS BEEN DISCHARGED **
0         FILE NUMBER
 00        739055718
0         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
          FILING       NO.  OF  PAGES             SCHEDULE          NUMBER              UNDER         PERIOD
 01                    001      1                             20180507 1052 1532 2955    P  PPSA        04
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 02   DEBTOR
 03   NAME          BUSINESS NAME    KSTONE INVESTMENT CORPORATION
                                                                                                     ONTARIO CORPORATION NO.
 04                       ADDRESS    10495 KEELE ST                             MAPLE                        ON     L6A3Y9
0             DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR
 06   NAME          BUSINESS NAME
                                                                                                     ONTARIO CORPORATION NO.
 07                       ADDRESS
008   SECURED PARTY /                FORD CREDIT CANADA COMPANY
      LIEN CLAIMANT
 09                       ADDRESS    PO BOX 2400                                EDMONTON                     AB     T5J 5C7
0     COLLATERAL CLASSIFICATION
         CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
 10                           X                X       X                                        X
0             YEAR MAKE                     MODEL                     V.I.N.
 11   MOTOR     2018 FORD                     F150                      1FTEW1EG7JFA66186
 12   VEHICLE
013   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
016   REGISTERING                    D + H LIMITED PARTNERSHIP
      AGENT
 17                       ADDRESS    2 ROBERT SPECK PARKWAY, 15TH FLOOR        MISSISSAUGA                  ON     L4J 1H8
0                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                                              CONTINUED...    98
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1                                                  PROVINCE OF ONTARIO
 RUN NUMBER : 179                            MINISTRY OF GOVERNMENT SERVICES                                    REPORT : PSSR060
 RUN DATE : 2022/06/28                PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                            PAGE   :      98
 ID : 20220628112201.01                             ENQUIRY SEARCH RESPONSE

 TYPE OF SEARCH       : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
 FILE CURRENCY        : 27JUN 2022
-     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
0          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
           FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
 01                    001       1                    20220504 1037 1532 4445
 21   RECORD      FILE NUMBER    739055718
      REFERENCED                                                         RENEWAL    CORRECT
                  PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
 22                                                          C  DISCHARGE
                                    FIRST GIVEN NAME      INITIAL   SURNAME
 23   REFERENCE
 24   DEBTOR/       BUSINESS NAME    KSTONE INVESTMENT CORPORATION
      TRANSFEROR
025   OTHER CHANGE
 26   REASON/
 27   DESCRIPTION
 28
 02/           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
 05   DEBTOR/
 03/  TRANSFEREE    BUSINESS NAME
 06                                                                                      ONTARIO CORPORATION NO.
 04/07                    ADDRESS
029   ASSIGNOR
      SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09                       ADDRESS
      COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY   OR   MATURITY DATE
 10
               YEAR  MAKE                         MODEL                    V.I.N.
 11   MOTOR
 12   VEHICLE
 13   GENERAL
 14   COLLATERAL
 15   DESCRIPTION
 16   REGISTERING AGENT OR           D + H LIMITED PARTNERSHIP
 17   SECURED PARTY/      ADDRESS    2 ROBERT SPECK PARKWAY, 15TH FLOOR        MISSISSAUGA                ON     L4Z 1H8
      LIEN CLAIMANT
0                                     *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0                                                                                          CONTINUED...    99
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1 PROVINCE OF ONTARIO
RUN NUMBER : 179 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2022/06/28 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 99
ID : 20220628112201.01 ENQUIRY SEARCH RESPONSE

0TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KSTONE INVESTMENT CORPORATION
FILE CURRENCY : 27JUN 2022
- INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.
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FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
-783436518	20220530 1402 1462 0100			
782471853	20220429 0935 1532 5900			
781876044	20220408 1104 1793 5617			
781075629	20220314 1244 1532 7355	20220517 1045 9542 4397		
776017278	20210901 1702 1462 2823			
772845669	20210526 1703 1462 8027			
771982227	20210428 1408 1462 7430			
771803685	20210422 1403 1462 5219			
764012385	20200723 1402 1462 0395			
762446781	20200605 1028 8077 0263			
761820534	20200511 1404 1462 6110			
761824314	20200511 1702 1462 6247			
761796945	20200508 1414 1462 5742			
761796954	20200508 1414 1462 5743			
757826622	20191121 1433 8077 1247	20191128 1436 8077 1653		
757333638	20191106 1036 8077 0327	20191106 1437 8077 0369		
757333647	20191106 1036 8077 0328			
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739055718	20180507 1052 1532 2955	20220504 1037 1532 4445		

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0 36 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.
-

EXHIBIT L

Royal Bank of Canada

Guarantee and Postponement of Claim

SRF: 328047162
Borrower: MAIN INFRASTRUCTURE LTD.

3300 HIGHWAY 7
SUITE 200
CONCORD
ONTARIO
L4K 4M3
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MAIN INFRASTRUCTURE LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **$650,000.00** together with interest thereon from the date of demand for payment at a rate equal to **the Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ONTARIO ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

licable in all SA of Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 09 17 2019
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature:

MARIO GIOVANNONE
Name:

PAULA SOARES

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

PAULA SOARES
68 MAPLE GROVE AVE
RICHMOND HILL ONTARIO
ONTARIO
L4E2X2
CA

Please do not write in this area

RBC3280471620040040000812

EXHIBIT M

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Main Infrastructure Ltd.
1 – 10495 Keele Street
Maple, ON L6A 3Y9

Dear Sirs/Madams:

Re: Royal Bank of Canada (the "Bank") and Main Infrastructure Ltd. (the "Company")

We are the lawyers for the Bank. As a consequence of default under your agreements with the Bank we have been instructed by the Bank to demand payment by the Company of the principal and interest owing to the Bank as follows:

1. Royal Bank of Canada Credit Facility Letter – dated January 15, 2020 and accepted by the Company on January 20, 2020, as amended by letter dated July 7, 2020, accepted by the Company on July 10, 2020 (the "Credit Agreement"):

a) Facility #1 Revolving Demand Facility with interest at RBP + 1.75% Principal Amount Owing as at July 23, 2021	$ 41,056.33
b) VISA Business Facility dated September 17, 2019 with interest at 19.99% Outstanding Balance as of July 23, 2021	$ 164,823.80
	$ 205,880.13

The Bank's prime rate as of the date of this letter is 2.45%.

The variable interest rates described above will vary whenever the Bank's prime rate is varied so that at all times the interest rates shall be the Bank's prime rate, then in effect, plus the interest factor listed above.

Interest will continue to accrue until payment is received at the rate set out above. In addition, the Company will be responsible for the Bank's fees and costs as provided for in the Credit Agreement.

It is necessary that payment in full be received by us by 5:00 p.m. on August 11, 2021 failing which the Bank will take whatever remedies it deems are appropriate to collect the full amount of the indebtedness and liability.

Enclosed is a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours very truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

c.c.: Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Main Infrastructure Ltd.,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

i. all inventory of whatever kind and wherever situate;

ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

iv. all lists, records and files relating to Debtor's customers, clients and patients;

v. 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;

vi. all contractual rights and insurance claims; and,

vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

- General Security Agreement

3. The total amount of indebtedness secured by the security is: $205,880.13.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

2666492 Ontario Ltd.
1 – 10495 Keele Street
Maple, ON L6A 3Y9

Dear Sirs/Madams:

Re: Royal Bank of Canada (the "Bank") and Main Infrastructure Ltd. (the "Company")

We act as counsel for the Bank regarding this matter.

The Bank has demanded repayment of the indebtedness owed by the Company to the Bank pursuant to the written demand attached.

We refer to your guarantee dated July 10, 2020, whereby you guaranteed the obligations of the Company to a maximum amount of $1,175,000.00 together with interest and professional costs as specified in your guarantee.

In accordance with the terms of your guarantee, the Bank hereby demands payment by you of $205,880.13 together with interest and professional costs as specified in your guarantee.

Unless payment is received by 5:00 p.m. on August 11, 2021 the Bank shall take such further and other proceedings as it deems necessary to recover the full amount of the indebtedness and obligations recoverable under the term of your guarantee.

Enclosed is a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

cc. Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: 2666492 Ontario Ltd.,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

i. all inventory of whatever kind and wherever situate;

ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

iv. all lists, records and files relating to Debtor's customers, clients and patients;

v. 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;

vi. all contractual rights and insurance claims; and

vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

- General Security Agreement

3. The total amount of indebtedness secured by the security is: $205,880.13.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Main Infrastructure Ltd.
1 – 10495 Keele Street
Maple, ON L6A 3Y9

Dear Sirs/Madams:

Re: Royal Bank of Canada (the "Bank") and Main Infrastructure Ltd. (the "Company")

We are the lawyers for the Bank. As a consequence of default under your agreements with the Bank we have been instructed by the Bank to demand payment by the Company of the principal and interest owing to the Bank as follows:

1. Royal Bank of Canada Credit Facility Letter – dated January 15, 2020 and accepted by the Company on January 20, 2020, as amended by letter dated July 7, 2020, accepted by the Company on July 10, 2020 (the "Credit Agreement"):

a) Facility #1 Revolving Demand Facility with interest at RBP + 1.75% Principal Amount Owing as at July 23, 2021	$ 41,056.33
b) VISA Business Facility dated September 17, 2019 with interest at 19.99% Outstanding Balance as of July 23, 2021	$ 164,823.80
	$ 205,880.13

The Bank's prime rate as of the date of this letter is 2.45%.

The variable interest rates described above will vary whenever the Bank's prime rate is varied so that at all times the interest rates shall be the Bank's prime rate, then in effect, plus the interest factor listed above.

Interest will continue to accrue until payment is received at the rate set out above. In addition, the Company will be responsible for the Bank's fees and costs as provided for in the Credit Agreement.

It is necessary that payment in full be received by us by 5:00 p.m. on August 11, 2021 failing which the Bank will take whatever remedies it deems are appropriate to collect the full amount of the indebtedness and liability.

Enclosed is a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours very truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

c.c.: Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Main Infrastructure Ltd.,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

   i. all inventory of whatever kind and wherever situate;

   ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

   iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

   iv. all lists, records and files relating to Debtor's customers, clients and patients;

   v. 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;

   vi. all contractual rights and insurance claims; and,

   vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

   - General Security Agreement

3. The total amount of indebtedness secured by the security is: $205,880.13.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Kstone Investment Corporation
72 Elm Grove Road
Richmond Hill, ON L4E 2W8

Dear Sirs/Madams:

Re: Royal Bank of Canada (the "Bank") and Main Infrastructure Ltd. (the "Company")

We act as counsel for the Bank regarding this matter.

The Bank has demanded repayment of the indebtedness owed by the Company to the Bank pursuant to the written demand attached.

We refer to your guarantee dated July 10, 2020, whereby you guaranteed the obligations of the Company to a maximum amount of $1,175,000.00 together with interest and professional costs as specified in your guarantee.

In accordance with the terms of your guarantee, the Bank hereby demands payment by you of $205,880.13 together with interest and professional costs as specified in your guarantee.

Unless payment is received by 5:00 p.m. on August 11, 2021 the Bank shall take such further and other proceedings as it deems necessary to recover the full amount of the indebtedness and obligations recoverable under the term of your guarantee.

Enclosed is a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

cc. Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

   i. all inventory of whatever kind and wherever situate;

   ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

   iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

   iv. all lists, records and files relating to Debtor's customers, clients and patients;

   v. 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;

   vi. all contractual rights and insurance claims; and,

   vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

   - General Security Agreement

3. The total amount of indebtedness secured by the security is: $205,880.13.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Main Infrastructure Ltd.
1 – 10495 Keele Street
Maple, ON L6A 3Y9

Dear Sirs/Madams:

Re: Royal Bank of Canada (the "Bank") and Main Infrastructure Ltd. (the "Company")

We are the lawyers for the Bank. As a consequence of default under your agreements with the Bank we have been instructed by the Bank to demand payment by the Company of the principal and interest owing to the Bank as follows:

1. Royal Bank of Canada Credit Facility Letter – dated January 15, 2020 and accepted by the Company on January 20, 2020, as amended by letter dated July 7, 2020, accepted by the Company on July 10, 2020 (the "Credit Agreement"):

   a) Facility #1 Revolving Demand Facility
   with interest at RBP + 1.75%
   Principal Amount Owing as at July 23, 2021 — $ 41,056.33

   b) VISA Business Facility dated September 17, 2019
   with interest at 19.99%
   Outstanding Balance as of July 23, 2021 — $ 164,823.80

$ 205,880.13

The Bank's prime rate as of the date of this letter is 2.45%.

The variable interest rates described above will vary whenever the Bank's prime rate is varied so that at all times the interest rates shall be the Bank's prime rate, then in effect, plus the interest factor listed above.

Interest will continue to accrue until payment is received at the rate set out above. In addition, the Company will be responsible for the Bank's fees and costs as provided for in the Credit Agreement.

It is necessary that payment in full be received by us by 5:00 p.m. on August 11, 2021 failing which the Bank will take whatever remedies it deems are appropriate to collect the full amount of the indebtedness and liability.

Enclosed is a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours very truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

c.c.: Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Main Infrastructure Ltd.,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

i. all inventory of whatever kind and wherever situate;

ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

iv. all lists, records and files relating to Debtor's customers, clients and patients;

v. 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;

vi. all contractual rights and insurance claims; and,

vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

- General Security Agreement

3. The total amount of indebtedness secured by the security is: $205,880.13.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Paula Soares
72 Elm Grove Road
Richmond Hill, ON L4E 2W8

Paula Soares
68 Maple Avenue
Richmond Hill, ON L4E 2X2

Paula Soares
1 – 10495 Keele Street
Maple, ON L6A 3Y9

Dear Ms. Soares:

Re: Royal Bank of Canada (the "Bank") and Main Infrastructure Ltd. (the "Company")

We act as counsel for the Bank regarding this matter.

The Bank has demanded repayment of the indebtedness owed by the Company to the Bank pursuant to the written demand attached.

We refer to your guarantee dated September 17, 2019, whereby you guaranteed the obligations of the Company to a maximum amount of $650,000.00 together with interest and professional costs as specified in your guarantee.

In accordance with the terms of your guarantee, the Bank hereby demands payment by you of $205,880.13 together with interest and professional costs as specified in your guarantee.

Unless payment is received by 5:00 p.m. on August 11, 2021 the Bank shall take such further and other proceedings as it deems necessary to recover the full amount of the indebtedness and obligations recoverable under the term of your guarantee.

Yours truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

cc. Client

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Main Infrastructure Ltd.
1 – 10495 Keele Street
Maple, ON L6A 3Y9

Dear Sirs/Madams:

Re: Royal Bank of Canada (the "Bank") and Main Infrastructure Ltd. (the "Company")

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a) Facility #1 Revolving Demand Facility with interest at RBP + 1.75% Principal Amount Owing as at July 23, 2021	$ 41,056.33
b) VISA Business Facility dated September 17, 2019 with interest at 19.99% Outstanding Balance as of July 23, 2021	$ 164,823.80
	$ 205,880.13

The Bank's prime rate as of the date of this letter is 2.45%.

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It is necessary that payment in full be received by us by 5:00 p.m. on August 11, 2021 failing which the Bank will take whatever remedies it deems are appropriate to collect the full amount of the indebtedness and liability.

Enclosed is a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours very truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

c.c.: Client

FORM 86

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(Subsection 244(1))

TO: Main Infrastructure Ltd.,
an insolvent person

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1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

   i. all inventory of whatever kind and wherever situate;

   ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

   iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

   iv. all lists, records and files relating to Debtor's customers, clients and patients;

   v. 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;

   vi. all contractual rights and insurance claims; and,

   vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

   - General Security Agreement

3. The total amount of indebtedness secured by the security is: $205,880.13.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

EXHIBIT N

Request ID: 026502653
Transaction ID: 80098400
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/07/28
Time Report Produced: 14:32:59
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number

2504862

Corporation Name

KSTONE INVESTMENT CORPORATION

Incorporation Date

2016/02/16

Jurisdiction

ONTARIO

Corporation Type

ONTARIO BUSINESS CORP.

Corporation Status

ACTIVE

Former Jurisdiction

NOT APPLICABLE

Registered Office Address

72 ELMGROVE AVENUE

RICHMOND HILL
ONTARIO
CANADA L4E 2W8

Date Amalgamated

NOT APPLICABLE

Amalgamation Ind.

NOT APPLICABLE

New Amal. Number

NOT APPLICABLE

Notice Date

NOT APPLICABLE

Letter Date

NOT APPLICABLE

Mailing Address

72 ELMGROVE AVE

RICHMOND HILL
ONTARIO
CANADA L4E 2W8

Revival Date

NOT APPLICABLE

Continuation Date

NOT APPLICABLE

Transferred Out Date

NOT APPLICABLE

Cancel/Inactive Date

NOT APPLICABLE

EP Licence Eff.Date

NOT APPLICABLE

EP Licence Term.Date

NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2504862	KSTONE INVESTMENT CORPORATION

Corporate Name History	Effective Date
KSTONE INVESTMENT CORPORATION	2016/02/16

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:
Name (Individual / Corporation)

PAULA

SOARES

Address

72 ELMGROVE AVENUE

RICHMOND HILL
ONTARIO
CANADA L4E 2W8

Date Began	First Director	
2017/01/06	NOT APPLICABLE	

Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	**Corporation Name**
2504862	KSTONE INVESTMENT CORPORATION

Administrator:
Name (Individual / Corporation)

PAULA

SOARES

Address

72 ELMGROVE AVENUE

RICHMOND HILL
ONTARIO
CANADA L4E 2W8

Date Began	**First Director**	
2017/01/06	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	

Administrator:
Name (Individual / Corporation)

PAULA

SOARES

Address

72 ELMGROVE AVENUE

RICHMOND HILL
ONTARIO
CANADA L4E 2W8

Date Began	**First Director**	
2017/01/06	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	

Request ID: 026502653
Transaction ID: 80098400
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/07/28
Time Report Produced: 14:32:59
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2504862	KSTONE INVESTMENT CORPORATION

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2019	1C	2020/09/06 (ELECTRONIC FILING)

EXHIBIT O

ROYAL BANK OF CANADA CREDIT AGREEMENT	DATE: July 7, 2020
BORROWER: KSTONE INVESTMENT CORPORATION	**SRF:** 324813542
ADDRESS (Street, City/Town, Province, Postal Code) 10495 KEELE STREET VAUGHAN, ON L6A 3Y9	

Royal Bank of Canada (the **"Bank"**) hereby confirms to the undersigned (the **"Borrower"**) the following credit facilities (the **"Credit Facilities"**), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the **"Agreement"**). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

CREDIT FACILITIES

Facility #1 Revolving demand facility in the amount of $350,000.00, available by way of RBP based loans.
Minimum retained balance $0.00
Revolved by the Bank in increments of $1,000.00
Interest rate: RBP + 1.39% per annum. Interest payable monthly, in arrears, on the same day each month as determined by the Bank.
Margined: Yes [ ] No [X]

Facility #2 Revolving lease line of credit in the amount of $1,000,000.00. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the **"Other Facilities"**). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

a) Credit Card to a maximum amount of $150,000.00.

SECURITY

Security for the Borrowing and all other obligations of the Borrower to the Bank, including without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the **"Security"**), shall include:

a) Guarantee and postponement of claim on the Bank's form 812 in the amount of $184,000.00 signed by Paula Soares;

b) Guarantee and postponement of claim on the Bank's form 812 in the amount of $1,500,000.00 signed by Paula Soares;

c) Guarantee and postponement of claim on the Bank's form 812 in the amount of $426,000.00 signed by 2666492 Ontario Ltd.;

d) Guarantee and postponement of claim on the Bank's form 812 in the amount of $1,500,000.00 signed by 2666492 Ontario Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of 2666492 Ontario Ltd.;

e) Guarantee and postponement of claim on the Bank's form 812 in the amount of $426,000.00 signed by Main Infrastructure Ltd.;

f) Guarantee and postponement of claim on the Bank's form 812 in the amount of $1,500,000.00 signed by Main Infrastructure Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Main Infrastructure Ltd.;

Note: Upon receipt of the security described in paragraphs b), d) and f) above, in form and substance satisfactory to the Bank, together with such legal opinions and any other supporting documentation as the Bank may reasonably require, to the full satisfaction of the Bank, such security will replace the security described in paragraph a), c) and e) above.

g) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;

h) Postponement and assignment of claim on the Bank's form 918 signed by Paula Soares;

i) General security agreement on the Bank's form 920 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower.

FEES

Facility #1 management fee of $50.00 payable in arrears on the same day each month.

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

a) annual notice to reader financial statements for the Borrower and 2666492 Ontario Ltd. and the Borrower, within 120 days of each fiscal year end;
b) annual notice to reader combined financial statements for the Borrower, 2666492 Ontario Ltd. and Main Infrastructure Ltd., within 120 days of each fiscal year end;
c) annual review engagement financial statements for Main Infrastructure Ltd., within 120 days of each fiscal year end;
d) biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2021;
e) such other financial and operating statements and reports as and when the Bank may reasonably require.

OTHER INFORMATION/REQUIREMENTS

a) No lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that

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the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

STANDARD TERMS

The following standard terms have been provided to the Borrower:

[X] Form 472 (02/2020) Royal Bank of Canada Credit Agreement - Standard Terms
[ ] Form 473 (02/2020) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms
[ ] Form 473A (10/2017) Royal Bank of Canada Credit Agreement - RBC Covarity Terms and Conditions
[ ] Form 473B (02/2020) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms

ACCEPTANCE

This Agreement is open for acceptance until August 6, 2020, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA

Per: ______________________
Title: Vice President

RBC Contact: MARIO GIOVANNONE

/vp

CONFIRMATION & ACCEPTANCE

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Credit Agreement Standard Terms, Form 472, as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this 10th day of July, 2020.

KSTONE INVESTMENT CORPORATION

Per: ______________________
Name: PAULA SOARES
Title: PRESIDENT

Per: ______________________
Name:
Title:

I/We have the authority to bind the Borrower

* Registered trademark of Royal Bank of Canada.

ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS FORM 472 (02/2020)

The following set of standard terms is deemed to be included in and forms an integral part of the Royal Bank of Canada Loan Agreement which refers to standard terms with this document version date, receipt of which has been duly acknowledged by the Borrower. Terms defined elsewhere in this Agreement and not otherwise defined below have the meaning given to such terms as so defined. The Borrower agrees and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

GENERAL

This Agreement amends and restates, without novation, any existing credit or loan agreement between the Borrower and the Bank and any amendments thereto, (other than existing agreements for Other Facilities). Any credit facility existing under any such credit or loan agreement which is secured by security under section 427 of the *Bank Act* (Canada) (or any successor to such provision) is deemed to be continued and renewed, without novation, under the Credit Facilities. Any amount owing by the Borrower to the Bank under any such credit or loan agreement is deemed to be a Borrowing under this Agreement. This Agreement is in addition to, and not in replacement of, agreements for Other Facilities. Any and all Security that has been delivered to the Bank and which is included as Security in this Agreement shall remain in full force and effect, is expressly reserved by the Bank and shall apply in respect of all obligations of the Borrower under the Credit Facilities. The Bank expressly reserves all Security granted to the Bank by the Borrower to secure the Borrower's existing debt towards the Bank, should the execution of this Agreement effect a novation of said debt. Unless otherwise provided, all dollar amounts are in Canadian currency.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

a) a duly executed copy of this Agreement;
b) the Security provided for herein, in form and substance, and executed and registered to the satisfaction of the Bank;
c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

AVAILABILITY

Revolving facilities: The Borrower may borrow, convert, repay and reborrow up to the amount of each revolving facility (subject to Margin where applicable) provided each facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.
Non-revolving facilities: The Borrower may borrow up to the amount of each non-revolving facility provided these facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

LOAN REVOLVEMENT

If the Credit Facilities include a revolving demand facility by way of RBP and/or RBUSBR based loans, the Borrower shall establish a current account in Canadian currency, and, where RBUSBR based loans are made available, in US currency (each a **"General Account"**) for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank to ascertain the balance of any General Account and:

a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans , or RBUSBR Loans as applicable, under this facility;
b) where the facility is indicated to be Bank revolved, if such position is a credit balance, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans , or RBUSBR Loans as applicable, under this facility;
c) where this facility is indicated to be Borrower revolved, if such position is a credit balance, the Bank will apply repayments on such facility only if so advised and directed by the Borrower;
d) Overdrafts and Bank revolved facilities by way of RBP Loans, or RBUSBR Loans, are not available on the same General Account.

REPAYMENT

a) Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in or pursuant to this Agreement and shall be paid in the currency of the Borrowing. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.
b) Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.

c) In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LCs and LGs, if applicable, which are unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings.

d) Where any Borrowings are repayable by scheduled blended payments of principal and interest, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding with any balance of such Borrowings being due and payable as and when specified in this Agreement. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be.

e) Borrowings repayable by way of scheduled payments of principal plus interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement.

f) For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.

g) Without limiting the right of the Bank to terminate or demand payment of or to cancel or restrict availability of any unused portion of any revolving demand tender loan facility, Borrowings by way of tender loans shall be repaid (i) if the tender is not accepted, by returning the relevant draft, or certified cheque, if applicable, to the Bank for cancellation or (ii) if the tender is accepted, by returning the relevant draft, or certified cheque, if applicable, once letters of guarantee or performance bonds are arranged. In the event such draft, or certified cheque, if applicable, is presented for payment, the amount of the draft, or certified cheque, if applicable, will be converted to an RBP based loan with an interest rate of RBP plus 5% per annum.

h) Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

i) Except for Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%, or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity, demand and judgement. For Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the same rate as the interest rate applicable to the principal amount of the Borrowings as specified in this Agreement.

j) In the case of any reducing term loan and/or reducing term facility (**"Reducing Term Loan/Facility**"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter (**"Renewal Letter"**) to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the maturity date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings under any term facility are by way of RBP and/or RBUSBR based loans, the Borrower may prepay such Borrowings in whole or in part at any time without fee or premium.

Where Borrowings under any term facility are at a fixed interest rate, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage indicated in this Agreement of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Any prepayment of the Borrowing prior to the maturity date, in whole or in part (in excess of any prepayment explicitly permitted in this Agreement), requires an amendment of the terms of this Agreement. An amendment to permit such a prepayment requires the Bank's prior written consent. The Bank may provide its consent to an amendment to permit a prepayment upon satisfaction by the Borrower of any conditions the Bank may reasonably impose, including, without limitation, the Borrower's agreement to pay the Prepayment Fee as defined below.

The Prepayment Fee will be calculated by the Bank as the sum of:

a) the greater of:

(i) the amount equal to three (3) months' interest payable on the amount of the fixed rate term facility Borrowing being prepaid, calculated at the interest rate applicable to the fixed rate term facility Borrowing on the date of prepayment; and

(ii) the present value of the cash flow associated with the difference between the Bank's original cost of funds for the fixed rate term facility Borrowing and the current cost of funds for a fixed rate term loan with a term substantially similar to the remaining term and an amortization period substantially similar to the remaining amortization period of the fixed rate term facility Borrowing, each as determined by the Bank on the date of such prepayment;

plus:

b) Foregone margin over the remainder of the term of the fixed rate term facility Borrowing. Foregone margin is defined as the present value of the difference between the Bank's original cost of funds for the fixed rate term facility Borrowing and the interest that would have been charged to the Borrower over the remaining term of the fixed rate term facility Borrowing;

plus:

c) a processing fee.

The Prepayment Fee shall also be payable by the Borrower in the event the Bank demands repayment of the outstanding fixed rate term facility Borrowing on the occurrence of an Event of Default. The Borrower's obligation to pay the Prepayment Fee will be in addition to any other amounts then owing by the Borrower to the Bank, will form part of the Borrowings outstanding and will be secured by the Security described herein.

The prepayment of any Borrowings under a term facility will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the **"Accounts"**) evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

CALCULATION AND PAYMENT OF INTEREST AND FEES

a) The Borrower shall pay interest on each Overdraft, RBP and/or RBUSBR based loan monthly in arrears on the same day of each month as determined by the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
b) The Borrower shall pay interest on each fixed and/or variable rate term facility in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
c) The Borrower shall pay an LC fee on the date of issuance of any LC calculated on the face amount of the LC issued, based upon the number of days in the term and a year of 365 days. If applicable, fees for LCs issued in US currency shall be paid in US currency.
d) The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency.
e) Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity, demand and judgement.
f) The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.
g) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

a) will pay all sums of money when due under the terms of this Agreement;
b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under this Agreement;
h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any person regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS
Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor.

SUCCESSORS AND ASSIGNS
This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank.

GAAP
Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY
The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

DEFAULT BY LAPSE OF TIME
The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower in default thereof.

SET-OFF
The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

CONSENT OF DISCLOSURE
The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

JOINT AND SEVERAL / SOLIDARY
Where more than one Person is liable as Borrower, for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidary) with each other such Person.

EVENTS OF DEFAULT
Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an **"Event of Default"** which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;

b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition or provision contained in this Agreement, the Security or any other agreement delivered to the Bank or in any documentation relating hereto or thereto:
c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable;
f) if any representation or warranty made by the Borrower in any document relating hereto or under any Security shall be false in any material respect; or
g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

LETTERS OF CREDIT AND/OR LETTERS OF GUARANTEE

Borrowings made by way of LCs and/or LGs will be subject to the following terms and conditions:
a) each LC and/or LG shall expire on a Business Day and shall have a term of not more than 365 days;
b) at least 2 Business Days prior to the issue of an LC and/or LG, the Borrower shall execute a duly authorized application with respect to such LC and/or LG and each LC and/or LG shall be governed by the terms and conditions of the relevant application for such contract. If there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LC and/or LG, the terms of the application for the LC and/or LG shall govern; and
c) an LC and/or LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LC and/or LG has been obtained.
d) LC and/or LG fees and drawings will be charged to the Borrower's accounts.

FEF CONTRACTS

Bank makes no formal commitment herein to enter into any FEF Contract and the Bank may, at any time and at all times, in its sole and absolute discretion, accept or reject any request by the Borrower to enter into a FEF Contract. Should the Bank make FEF Contracts available to the Borrower, the Borrower agrees, with the Bank as follows:

a) the Borrower shall promptly issue or countersign and return a confirmation or acknowledgement of the terms of each such FEF Contract as required by the Bank;
b) the Borrower shall, if required by the Bank, promptly enter into a Foreign Exchange and Options Master Agreement or such other agreement in form and substance satisfactory to the Bank to govern the FEF Contract(s);
c) in the event of demand for payment under the Agreement, the Bank may terminate all or any FEF Contracts. If the agreement governing any FEF Contract does not contain provisions governing termination, any such termination shall be effected in accordance with customary market practice. The Bank's determination of amounts owing under any terminated FEF Contract shall be conclusive in the absence of manifest error. The Bank shall apply any amount owing by the Bank to the Borrower on termination of any FEF Contract against the Borrower's obligations to the Bank under the Agreement and any amount owing to the Bank by the Borrower on such termination shall be added to the Borrower's obligations to the Bank under the Agreement and secured by the Security;
d) the Borrower shall pay all required fees in connection with any FEF Contracts and indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank in relation to any FEF Contract;
e) any rights of the Bank herein in respect of any FEF Contract are in addition to and not in limitation of or substitution for any rights of the Bank under any agreement governing such FEF Contract. In the event that there is any inconsistency at any time between the terms hereof and any agreement governing such FEF Contract, the terms of such agreement shall prevail;
f) in addition to any security which may be held at any time in respect of any FEF Contract, upon request by the Bank from time to time, the Borrower will deliver to the Bank such security as is acceptable to the Bank as continuing collateral security for the Borrower's obligations to the Bank in respect of FEF Contracts; and
g) the Borrower will enter each FEF Contract as principal, and only for purposes of hedging currency risk arising in the ordinary course of the Borrower's business and not for purposes of speculation. The Borrower understands and hereby acknowledges the risks associated with each FEF Contract.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings and/or Leases if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

LANGUAGE
The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT
This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the Province in which the branch of the Bank, which is the Borrower's branch of account, is located, and the laws of Canada applicable therein, as the same may from time to time be in effect. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

NOTICES
Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

COUNTERPART EXECUTION
This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION
The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

ELECTRONIC IMAGING
The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

CONFIDENTIALITY
This Agreement and all of its terms are confidential (**"Confidential Information"**). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person other than the Borrower's directors, officers, employees, agents, advisors, contractors, consultants and other representatives of the Borrower who need to know the Confidential Information for the purpose of this Agreement, who shall be informed of the confidential nature of the Confidential Information and who agree or are otherwise bound to treat the Confidential Information consistent with the terms of this Agreement. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

DEFINITIONS

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are "Borrowings";

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday in Canada or any Province thereof, or a day on which banking institutions are closed throughout Canada;

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"**Capital Expenditures**" means, for any fiscal period, any amounts accrued or paid in respect of any purchase or other acquisition for value of capital assets and, for greater certainty, excludes amounts expended in respect of the normal repair and maintenance of capital assets utilized in the ordinary course of business;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

"Corporate Distributions" means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

"Current Assets" means, at any time, those assets ordinarily realizable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year;

"Current Liabilities" means, at any time, amounts payable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year (the operating cycle must correspond with that used for current assets);

"**Current Ratio**" means the ratio of Current Assets to Current Liabilities;

"Debt Service Coverage" means, for any fiscal period, the ratio of EBITDA to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

"EBITDA" means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Equity" means the total of share capital (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

"Financial Assistance" means any form of direct or indirect financial assistance of any other Person by means of a loan, guarantee or otherwise or any obligations (contingent or otherwise) intended to enable another Person to incur or pay any debt or comply with any agreements related thereto or to otherwise assure or protect creditors of another Person against loss in respect of debt or any other obligations of such other Person;

"Fixed Charge Coverage" means, for any fiscal period, the ratio of EBITDA plus payments under operating leases less cash income taxes, Corporate Distributions and Unfunded Capital Expenditures to Fixed Charges;

"Fixed Charges" means, for any fiscal period, the total of Interest Expense, scheduled principal payments in respect of Funded Debt and payments under operating leases;

"Foreign Exchange Forward Contract" or **"FEF Contract"** means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the Bank.

"Funded Debt" means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Lease" means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

"Interest Expense" means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances.

"Investment" means the acquisition (whether for cash, property, services, securities or otherwise) of shares, bonds, notes, debentures, partnership or other property interests or other securities of any other Person or any agreement to make any such acquisition;
"Letter of Credit" or **"LC"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of paying suppliers of goods;

"Letter of Guarantee" or **"LG"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

"Margin" or **"Margined"** means that the availability of Borrowings under the credit facilities will be based on the Borrower's level of accounts receivable, inventory and Potential Prior Ranking Claims as determined by reference to regular reports provided to the Bank by the Borrower;

"Overdraft" means advances of credit by way of debit balances in the Borrower's current account;

"Permitted Encumbrances" means, in respect of the Borrower:
a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
b) Security granted in favour of the Bank;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

"Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

"Postponed Debt" means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"RBP" and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"RBUSBR" and "Royal Bank US Base Rate" each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

"Tangible Net Worth" means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

"Total Liabilities" means all liabilities exclusive of deferred tax liabilities and Postponed Debt;

"Unfunded Capital Expenditures" means Capital Expenditures not funded by either bank debt or equity proceeds.

"US" means United States of America.

EXHIBIT P

Royal Bank of Canada

Master Lease Agreement

(Common Law)

Lessee No.: 324813542

This Master Lease Agreement (the "Master Lease Agreement") made as of the 5th day of November, 2019 between

ROYAL BANK OF CANADA ("Lessor") and **KSTONE INVESTMENT CORPORATION** ("Lessee")

Address:
5575 North Service Rd,
Suite 300,
Burlington, Ontario
L7L 6M1

Address:
72 Elm Grove ave
Richmond Hill, Ontario
L4E 2W8

Lessor and Lessee agree as follows:

1. Leasing of Equipment

1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to Lessee pursuant to the terms of this Lease Agreement and the relevant supplemental agreement (**"Leasing Schedule"**). Equipment which is acquired for leasing to Lessee and which is described in a Leasing Schedule is referred to in this Lease Agreement as the "**Equipment**".

1.2 Neither Lessor, nor Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor.

1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment. If Lessee has purchased the Equipment on behalf of Lessor, Lessee shall cause the purchase invoice to be addressed to Lessor.. Payment will be made by Lessor to the seller directly.

1.4 Lessee shall conduct such acceptance testing of any Equipment as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to Lessor.

1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.

1.6 Each Leasing Schedule shall constitute a separate lease (each, a "**Lease**") of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.

1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

2. Payment of Equipment Cost

2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment as set out in the Leasing Schedule on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

3. Rental

3.1 Lessee shall pay to Lessor the rental payable, as set out in the relevant Leasing Schedule. The Total Monthly Rental Installment set out in each Leasing Schedule is referred to in this Lease Agreement as an "**Installment**". The first Installment is payable on the Commencement Date of the Term and the last of such Installments is payable on the Termination Date of Term, all as set out in the relevant Leasing Schedule.

4. Rent Payment

4.1 Each Installment shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

5. Ownership

5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule. Lessor may require plates or markings to be affixed or placed at the sole cost of Lessee on each item of Equipment indicating Lessor as owner.

5.2 The Equipment shall be located and used at the address of Lessee or the location shown under the heading "**Equipment Location**" of the applicable Leasing Schedule, and shall not be removed from that location without the written consent of Lessor. In the event that the location of the Equipment is changed, Lessee will give to Lessor notice of the new location not later than five (5) days after the change.

6. Personal Property

6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.

6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.

6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, Lessee grants a security interest in any interest of Lessee in the Equipment to Lessor.

7. Licence

7.1 Lessee agrees that Lessor:

(a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
(b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
(c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

8. Exclusion of Representations and Warranties

8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.

8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.

8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.

8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under any Lease.

9. Maintenance and Use

9.1 Lessee will, at its own expense:
(a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
(b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.

9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of Lessor, and be free of all adverse claims.

10. Inspection

10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. Insurance

11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
(a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:
i) includes Lessor (as owner) as an additional named insured, and
ii) includes a loss payable clause in favour of Lessor;
(b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
ii) includes Lessor as an additional named insured, and
iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12. Taxes

12.1 Lessee shall pay punctually all sales taxes, licence fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

13. Adverse Claims

13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
(a) gives Lessor notice of the adverse claim;
(b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
(c) contests the adverse claim with all due dispatch.

14. Laws and Regulations

14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

15. Alterations

15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Lease Agreement and the relevant Leasing Schedule.

16. Loss of Equipment

16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("**Loss of Equipment**"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all Installments which were to be paid during the remainder of the Term, (B) any Instalments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales, goods and services or transfer taxes, licence fees and similar assessments connected with the transfer of Lessor's right, title and interest in the Equipment to Lessee.

16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further Installments shall be payable thereafter with respect to that Equipment.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

(a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and

(b) intends to treat the lease of Equipment to Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

18.1 Any of the following is an "Event of Default":

(a) Failure by Lessee to pay any Installment or other amount pursuant to any Leasing Schedule.

(b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.

(c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.

(d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.

(e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.

(f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.

(g) Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of it's subsidiaries.

(h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, and in addition to any other rights or remedies Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:

(a) take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located;

(b) sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable;

(c) without terminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

(a) an amount calculated by discounting the aggregate amount of all Installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of;
   i) five percent (5%);
   ii) the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
   iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.

(b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus

(c) the amount of any Installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus

(d) any cost of disposition of the Equipment; less

(e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.

19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of Lessor to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.

21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.

21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.

21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.

21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon the Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.

21.6 Lessee shall bear the cost of any taxes, licence or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor in curing any such default shall be payable by Lessee on demand.

23. Indemnification

23.1 Lessee shall indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which Lessor may be or become liable, resulting from:

(a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;

(b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;

(c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment or the ownership thereof or other rights held therein by Lessor; or

(d) the failure of Lessee to comply with any of its obligations under this Lease Agreement or any Leasing Schedule;

unless caused by the act or neglect of Lessor, its servants or agents.

24. Assignment of Warranties

24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

25. Patent Infringement

25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

26. Overdue Payment

26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

27. Delivery at Termination

27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.

27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

28. Notice

28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered, sent by facsimile or electronic mail or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two (2) business days after the mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery, facsimile or by electronic mail.

28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Third Parties

29.1 Lessee will not (i) cause or permit the Equipment to be used by, on behalf of or for the benefit of any person other than Lessee, or (ii) cause or permit any person other than Lessee to give notices or instructions in respect of the Equipment or direct the manner of exercise of the rights of Lessee pursuant to any Lease.

29.2 Lessee shall not part with possession of the Equipment.

29.3 Lessee will not assign any Lease or sub-lease any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-leasing of any Equipment shall relieve Lessee of its obligations hereunder.

30. Corporate Waiver

30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.

30.2 Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish Lessee's indebtedness under any such Lease or other collateral security.

31. Limitation of Civil Rights - Saskatchewan

31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

32. Successors and Assigns

32.1 This Lease Agreement and each Leasing Schedule shall enure to the benefit of, and be binding upon Lessor and Lessee, their successors and assigns. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Records

33.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

34. Offset

34.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

35. Remedies Cumulative

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

36. Time

36.1 Time is and shall be in all respects of the essence of any Lease.

37. Entire Transaction

37.1 This Lease Agreement and each Leasing Schedule represents the entire transaction between the parties hereto relating to the subject matter.

37.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

38. No Merger in Judgment

38.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

39. Further Assurances/Copy of Agreement

39.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

40. Applicable Law

40.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Ontario.

41. Currency

41.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

42. Language

42.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.
Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

43. General

43.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.

43.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

44. Electronic Communications

44.1 Lessor will be entitled to rely on any communication of agreement (including, without limitation, a signature affixed on behalf of Lessee) appearing on a facsimile transmission or on a document, agreement, instrument, notice or instructions (each, a "**Document**", and collectively, the "**Documents**") delivered by electronic mail that purports to be a communication of agreement by or on behalf of Lessee or of a representative of Lessee as being authorized, valid and binding on Lessee, even if the signature was not, in fact, signed by Lessee or its representative, or any other communication of agreement was not, in fact, made or given by Lessee or its representative. Lessee will keep the originals of all documents, agreements, instruments, notices and instructions transmitted to Lessor by facsimile or electronic mail, and will produce them to Lessor upon request. Lessor and Lessee agree that a copy of a document, agreement, instrument, notice or instructions transmitted by facsimile or electronic mail shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule. Lessee further agrees that Lessor may convert paper records of any Document (each, a "**Paper Record**") into electronic images (each, an "**Electronic Image**") as part of Lessor's normal business practices. The parties agree that such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and shall be admissible as conclusive evidence of its content in the same manner as the original Paper Record.

45. Financial Information

45.1 Lessee will provide to Lessor from time to time such information about Lessee and Lessee's business as Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual execution by each of the parties.

Royal Bank of Canada ("Lessor")

per____________________
Eugene Basolini
Head, Equipment Finance Solution Centre

KSTONE INVESTMENT CORPORATION ("Lessee")

per____________________
PAULA SOARES - PRESIDENT

per____________________

Leasing Schedule

(PPSA – S)

Lessee # 324813542 Lease # 201000050923

Royal Bank of Canada, as Lessor, hereby leases to KSTONE INVESTMENT CORPORATION as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth the whole pursuant to and subject to the terms and conditions set forth in that certain Master Leasing Agreement entered into between the Lessor and the Lessee as of November 5, 2019

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	1	2019 new skid steer loader c/w all attachments and accessories	SV250	JAFSV250EJM457358
	All Equipment, goods and services as further listed on the Strongco Limited Partnership Invoice# 90795342 dated 10/11/2019 attached hereto, including all attachments, additions, replacements and substitutions.			
2. Term	Term (in months)			60
	Commencement Date of Term			November 5, 2019
	Termination Date of Term			November 5, 2024
3. Rental	Rental Installment, payable Monthly, in advance			$1,041.81
	GST/HST, if any			$135.43
	PST/QST, if any			$0.00
	Total Monthly Rental Installment			$1,177.24
	Other Charges (plus applicable taxes)			$875.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	November 4, 2024			$1.00
5. Place of Use	68 Maple Grove Ave Richmond Hill Ontario L4E 2W8			
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.			

As provided in the Master Lease Agreement, the Lessor will be entitled to rely on facsimile transmissions from the Lessee.

The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "**Person**" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

The parties hereto have each executed this Leasing Schedule on the respective dates set forth below and this schedule is deemed to have been executed on the later of such dates. All appendices, if any, attached to this schedule form part of the Leasing Schedule.

ROYAL BANK OF CANADA

per ______________________

Eugene Basolini
Head, Equipment Finance Solution Centre

date ______________________

KSTONE INVESTMENT CORPORATION

per ______________________

PAULA SOARES - PRESIDENT

per ______________________

date ______________________

Date: **November 5, 2019**

Royal Bank of Canada
5575 North Service Road, Suite 300
Burlington, Ontario
L7L 6M1

BILL OF SALE

In consideration of your payment to us of the sum of **$56,000.00** plus applicable taxes of **$7,280.00** for a total amount of **$63,280.00** receipt of which is hereby acknowledged, the undersigned hereby sells, assigns and transfers to you all of the right, title and interest of the undersigned in and to the equipment listed below ("Equipment"): 2019 Case SV250 skid steer loader c/w all attachments and accessories, S/No: JAFSV250EJM457358

Supplier	Invoice#	Invoice date	Amount
Strongco Limited Partnership	90795342	10/11/2019	$56,000.00

The undersigned represents and warrants to you that the undersigned has the right to sell, assign and transfer the Equipment to you, and all other interests, claims, liens, charges, encumbrances and security interests of any kind created by the undersigned.

The undersigned makes no other representation or warranty as to the Equipment, which is sold, assigned and transferred to you on an as is, where is basis.

KSTONE INVESTMENT CORPORATION

HST#: 78341 7520 RT0001

Per: ______________________

Per: ______________________

RBC

Rental Statement

KSTONE INVESTMENT CORPORATION
72 Elm Grove ave
Richmond Hill, Ontario
L4E 2W8

PLEASE REMIT PAYMENT TO:
Royal Bank of Canada
Leasing Division
5575 North Service Rd, Suite 300
Burlington, Ontario
L7L 6M1

Lease Number	Net Equipment Cost	Rental Factor
324813542 - 201000050923	**$56,000.00**	**0.01860**

RENTAL	**$1,041.81**
GST/HST *	**$135.43**
PST/QST *	**$0.00**
SUB TOTAL	**$1,177.24**
ADMINISTRATION FEE	**$875.00**
GST/HST *	**$113.75**
PST/QST *	**$0.00**
SUB TOTAL	**$988.75**
TOTAL DUE ON November 5, 2019 ***(to be debited from your account)***	**$2,165.99**

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **$1,177.24** will be debited from your account on the **5th** of each month starting **December 5, 2019** unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

KSTONE INVESTMENT CORPORATION

Per: PAULA SOARES - PRESIDENT
(authorized signatory and title)

Per: ______________________
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

Consent and Assignment re Sublease

THIS AGREEMENT dated as of the 5th day of November, 2019.

BETWEEN:

ROYAL BANK OF CANADA,
a company incorporated under the laws of Canada, having its Head Office in the City of Montreal, in the Province of Quebec (hereinafter called "**RBC**")

OF THE FIRST PART

- and -

KSTONE INVESTMENT CORPORATION,
a company incorporated under the laws of the Province of ONTARIO, with its principal offices at 72 Elm Grove Ave, Richmond Hill, Ontario L4E 2W8 (hereinafter called the "**Lessee**")

OF THE SECOND PART

- and -

MAIN INFRASTRUCTURE LTD.,
a company incorporated under the laws of Ontario, having its Head Office in the City of Vaughan , in the Province of Ontario (hereinafter called the "**Sublessee**")

OF THE SECOND PART

WHEREAS:

A. RBC is the Lessor under a certain lease agreement (hereinafter called the "**Lease**") made as of the 5th day of November, 2019, with Lessee; and

B. Lessee wishes to enter into a certain lease agreement (hereinafter called the "**Sublease**"), a copy of which is attached hereto as Appendix "A", with a the Sublessee; and

C. According to the terms of the Lease, Lessee must receive the consent of Lessor to sublet to Sublessee the equipment described in the said Lease (hereinafter called the "**Equipment**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of ONE DOLLAR ($1.00) now paid by the parties hereto, each to the other (receipt of which sum the parties do hereby acknowledge, each to the other) and other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Subject to the terms of this Agreement, RBC hereby consents to the subleasing to the Sublessee by the Lessee of the Equipment described in and subject to the Lease.

2. Lessee represents and warrants that:

   (a) the Sublease is on arm's length terms;

   (b) the Sublease confers on Sublessee no right, title, option to purchase or other interest in or to the sublet Equipment, save only the right to possess and use it pursuant to the Sublease.

   The Sublessee represents and warrants that it is incorporated or organized, and has its principal place of business, registered office and head office located in, Canada or a province or territory of Canada:

3. So long as the Equipment is subject to the Lease, the Equipment is and shall be and remain the sole property of RBC, notwithstanding the Sublease or the terms thereof, and (for the avoidance of doubt) no purchase option contained in the Sublease or otherwise purported to be granted by Lessee to Sublessee is effective or exercisable by the Sublessee. [*** No labels, plates or other marks may be placed or applied on the Equipment to identify its owner unless they identify RBC as the owner and that the Equipment is property of RBC. ***] Neither this consent, nor the said subletting shall release, discharge or diminish the liability of Lessee under the Lease or in any way amend, alter, affect or waive any of the terms, conditions or provisions of the Lease or the rights and obligations of

the parties thereto thereunder, all of which shall continue unchanged and in full force and effect. This consent shall in no way:

(a) affect the application to any future assignment or subletting of any term, conditions or provisions of the Lease respecting assigning or subletting; or

(b) affect any right of RBC under the Lease to possession of the sublet Equipment.

4.3 Lessee shall forthwith and before putting Sublessee in possession of the sublet Equipment provide to RBC:

(a) evidence satisfactory to RBC that all insurance required by the terms of the Lease and the Sublease will be and remain in full force and effect and not subject to cancellation, notwithstanding the said subletting, with RBC named as additional insured and loss payee and such endorsements in favour of RBC as it may reasonably require (and the Lessee hereby directs and instructs the Sublessee to name RBC as additional insured and loss payee on all insurance policies which the Sublessee may obtain and maintain with respect to the Equipment); and

(b) evidence satisfactory to RBC that the Lessee has made all necessary filings and registrations against the Sublessee under the Personal Property Security Act (or similar law, statute or regulation) of any province or territory where any of the Equipment may be located, naming RBC as an additional secured party, and that the Lessee has obtained any waivers, postponements and/or priority agreements between the Lessee and secured creditors of the Sublessee as RBC may reasonably require so as to ensure that Lessee's interest in the Equipment under the Sublease ranks ahead of and in priority to other creditors of the Sublessee; and

5. Lessee shall at all times during said subletting require that Sublessee refrain from any act of commission or omission inconsistent with, or in breach of, Lessee's obligations under the Lease and shall inform Sublessee respecting such obligations to such extent as is requisite to give effect to the foregoing.

6. The subletting shall not continue for a period longer than the period remaining to the end of the term of the Lease.

7. Lessee hereby assigns, transfers and sets over unto RBC all right, title and interest and benefit under the Sublease, including all rent and other monies at any time and from time to time payable from Sublessee to Lessee. Sublessee hereby accepts and acknowledges notice of the foregoing assignment and transfer. Sublessee shall pay to Lessee all rent and other monies payable from time to time by Sublessee under said Sublease, until RBC, by notice in writing sent by prepaid registered post to Sublessee at the address of Sublessee set forth above, requires Sublessee to pay such rent and other monies to RBC, after which time Sublessee shall pay all such rent and other monies to RBC so long as rental continues to accrue under the Lease, RBC shall apply all such rent and other monies received by it from Sublessee against rental and other monies due or falling due under the Lease. Until all money expressed to be payable to RBC under the Lease shall have been fully paid and satisfied, any money received by Lessee from Sublessee subsequent to notice to Sublessee as aforesaid shall be received by Lessee as trustee for RBC and shall be paid forthwith to RBC to be applied against or held as security for payment of, money expressed to be payable from time to time under the Lease.

8. RBC shall have no obligation to the Sublessee to perform any of the obligations of the Lessee under the Sublease or any other agreement between the Lessee and Sublessee or otherwise in respect of the Equipment. The Sublessee agrees not to assert against RBC any claim by way of abatement, defence, set-off, compensation, counterclaim or the like which the Sublessee may have against the Lessee.

9. Lessee shall notify RBC promptly (and in any event within five days) of becoming aware of any breach or default under the Sublease. The Lessee covenants and agrees with RBC that it will give a notice of termination of the Sublease to the Sublessee on request by RBC if (i) a default has occurred under the Lease, the Sublease or this Agreement and (ii) the Lessee is entitled to give a notice of termination of the Sublease under the terms thereof.

10. This Agreement prevails over the Sublease to the extent of any inconsistency between them.

11. This Agreement will be governed by the laws of the Province of Ontario (and the federal laws of Canada applicable therein), and in the event that the parties are required to make application to court, the parties agree to be subject to the jurisdiction of the courts of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper signing officers duly authorized in that behalf this 5th day of November, 2019.

KSTONE INVESTMENT CORPORATION

Per: ______________________

PAULA SOARES - PRESIDENT

Per: ______________________

ROYAL BANK OF CANADA

Per: ______________________

Per: ______________________

MAIN INFRASTRUCTURE LTD.

Per: ______________________

PAULA SOARES - PRESIDENT

Per: ______________________

® Registered trademark of Royal Bank of Canada

APPENDIX A

[FORM OF SUBLEASE TO BE APPENDED]

APPENDIX B

[FORM OF "SPRINGING LETTER" TO BE APPENDED]

STRONGCO

INVOICE 90795342

REMIT TO: STRONGCO LIMITED PARTNERSHIP
1640 ENTERPRISE ROAD
MISSISSAUGA ONTARIO L4W 4L4
TEL: (905) 670-5100 FAX (905) 670-7869

Invoice Date	Terms
October 11, 2019	Cash on Delivery

PAYER: 1010805

KSTONE INVESTMENT CORPORATION
68 MAPLE GROVE AVENUE
RICHMOND HILL ON L4E 2W8

SHIP TO: 1010805

KSTONE INVESTMENT CORPORATION
68 MAPLE GROVE AVENUE
RICHMOND HILL ON L4E 2W8

Customer PO:
Strongco Ref#: 2007579

Originating Plant: Brampton (905 791-3131)
Ship Via:

FOB: PLANT
Salesman: NORMAN WOLFE

FOR THE PURCHASE OF:

Model and Description	Make	Strongco Equipment Number	Mfg.Serial Number	Amount
SV250 SKID STEER -E-H Controls -2 Speed E-H Controls -Enclosed Cab with HVAC -Air Ride Suspension Seat -Heavy Duty Front Lights -Floor Mat E-H Controls -Heavy Duty Rear Door -Heavy Duty Hydraulic Coupler -Block Heater (120V) -Performance w/Front Electric -12x16.5 Severe Duty (70 OTW) -72" Heavy Duty Dirt Bucket -72" Bolt on Cutting Edge	CASE	2017201	JAFSV250EJM457358	56,000.00

FOR THE PURCHASE OF ONE NEW 2019 CASE SKIDSTEER LOADER
PAYMENT DUE IN FULL, PRIOR TO DELIVERY, THANK YOU

Total Before Tax	56,000.00
HST (847064128RT0001)	7,280.00
Invoice Total (CAD)	63,280.00

No goods can be returned without prior authorization in writing and a copy of the invoice. If goods are accepted for return a charge will be made for re-stocking, etc., and such goods must be delivered by the customer with the charges prepaid. Title to the goods shall remain with the company until the purchase price has been paid in full. Interest will accrue on overdue items or any portion thereof at the rate of 1.00% per month, 12.68% per year

The Unmistakable Power of Strongco

Leasing Schedule

(PPSA – S)

Lessee # 324813542 Lease # 201000051089

Royal Bank of Canada, as Lessor, hereby leases to KSTONE INVESTMENT CORPORATION as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth the whole pursuant to and subject to the terms and conditions set forth in that certain Master Leasing Agreement entered into between the Lessor and the Lessee as of November 5, 2019

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	1	2019 Kubota Tractor c/w all attachments and accessories	M7040DTNHC	97241
	1	2019 New Kubota snow plow comes with all attachments and accessories	1187750	KOFV60-003
	1	2019 Bauman Spreader 300l c/w all attachments and accessories	1140H	16424

All Equipment, goods and services as further listed on the Kooy Brothers Invoice# 219613 dated 11/05/2019 attached hereto, including all attachments, additions, replacements and substitutions.

2. Term	Term (in months)	60
	Commencement Date of Term	November 19, 2019
	Termination Date of Term	November 19, 2024
3. Rental	Rental Installment, payable Monthly, in advance	$1,265.06
	GST/HST, if any	$164.45
	PST/QST, if any	$0.00
	Total Monthly Rental Installment	$1,429.51
	Other Charges (plus applicable taxes)	$875.00
4. Option to Purchase	Option to Purchase Date November 18, 2024	Purchase Price $1.00
5. Place of Use	10495 Keele St Unit 1 Maple Ontario L6A 3Y9	
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.	

As provided in the Master Lease Agreement, the Lessor will be entitled to rely on facsimile transmissions from the Lessee.

The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "**Person**" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

The parties hereto have each executed this Leasing Schedule on the respective dates set forth below and this schedule is deem ed to have been executed on the later of such dates. All appendices, if any, attached to this schedule form part of the Leasing Schedule.

ROYAL BANK OF CANADA

per ______________________

Eugene Basolini
Head, Equipment Finance Solution Centre

date November 29-2019

KSTONE INVESTMENT CORPORATION

per ______________________

PAULA SOARES - PRESIDENT

per ______________________

date ______________________

2019/12/09 3:09:11:02:01 AM

RBC

Rental Statement

KSTONE INVESTMENT CORPORATION
72 Elm Grove ave
Richmond Hill, Ontario
L4E 2W8

PLEASE REMIT PAYMENT TO:
Royal Bank of Canada
Leasing Division
5575 North Service Rd, Suite 300
Burlington, Ontario
L7L 6M1

Lease Number	Net Equipment Cost	Rental Factor
324813542 - 201000051089	**$68,000.00**	**0.01860**

RENTAL	**$1,265.06**
GST/HST *	**$164.45**
PST/QST *	**$0.00**
SUB TOTAL	**$1,429.51**
ADMINISTRATION FEE	**$875.00**
GST/HST *	**$113.75**
PST/QST *	**$0.00**
SUB TOTAL	**$988.75**
TOTAL DUE ON November 19, 2019 ***(to be debited from your account)***	**$2,418.26**

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **$1,429.51** will be debited from your account on the **19th** of each month starting **December 19, 2019** unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

KSTONE INVESTMENT CORPORATION

Per: ____________________
(authorized signatory and title)
PAULA SOARES - PRESIDENT

Per: ____________________
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

Consent and Assignment re Sublease
324813542- 201000051089

THIS AGREEMENT dated as of the 19th day of November, 2019.

BETWEEN:

ROYAL BANK OF CANADA,
a company incorporated under the laws of Canada, having its Head Office in the City of Montreal, in the Province of Quebec (hereinafter called "**RBC**")

OF THE FIRST PART

- and -

KSTONE INVESTMENT CORPORATION,
a company incorporated under the laws of the Province of Ontario, with its principal offices at 72 Elm Grove Avenue, Richmond Hill, Ontario L4E 2W8 (hereinafter called the "**Lessee**")

OF THE SECOND PART

- and -

MAIN INFRASTRUCTURE LTD.,
a company incorporated under the laws of Ontario, having its Head Office in the City of Maple , in the Province of Ontario (hereinafter called the "**Sublessee**")

OF THE SECOND PART

WHEREAS:

A. RBC is the Lessor under a certain lease agreement (hereinafter called the "**Lease**") made as of the 19th day of November, 2019, with Lessee; and

B. Lessee wishes to enter into a certain lease agreement (hereinafter called the "**Sublease**"), a copy of which is attached hereto as Appendix "A", with a the Sublessee; and

C. According to the terms of the Lease, Lessee must receive the consent of Lessor to sublet to Sublessee the equipment described in the said Lease (hereinafter called the "**Equipment**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of ONE DOLLAR ($1.00) now paid by the parties hereto, each to the other (receipt of which sum the parties do hereby acknowledge, each to the other) and other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Subject to the terms of this Agreement, RBC hereby consents to the subleasing to the Sublessee by the Lessee of the Equipment described in and subject to the Lease.

2. Lessee represents and warrants that:

   (a) the Sublease is on arm's length terms;

   (b) the Sublease confers on Sublessee no right, title, option to purchase or other interest in or to the sublet Equipment, save only the right to possess and use it pursuant to the Sublease.

   The Sublessee represents and warrants that it is incorporated or organized, and has its principal place of business, registered office and head office located in, Canada or a province or territory of Canada:

3. So long as the Equipment is subject to the Lease, the Equipment is and shall be and remain the sole property of RBC, notwithstanding the Sublease or the terms thereof, and (for the avoidance of doubt) no purchase option contained in the Sublease or otherwise purported to be granted by Lessee to Sublessee is effective or exercisable by the Sublessee. [*** No labels, plates or other marks may be placed or applied on the Equipment to identify its owner unless they identify RBC as the owner and that the Equipment is property of RBC. ***] Neither this consent, nor the said subletting shall release, discharge or diminish the liability of Lessee under the Lease or in any way amend, alter, affect or waive any of the terms, conditions or provisions of the Lease or the rights and obligations of

the parties thereto thereunder, all of which shall continue unchanged and in full force and effect. This consent shall in no way:

(a) affect the application to any future assignment or subletting of any term, conditions or provisions of the Lease respecting assigning or subletting; or

(b) affect any right of RBC under the Lease to possession of the sublet Equipment.

4. Lessee shall forthwith and before putting Sublessee in possession of the sublet Equipment provide to RBC:

(a) evidence satisfactory to RBC that all insurance required by the terms of the Lease and the Sublease will be and remain in full force and effect and not subject to cancellation, notwithstanding the said subletting, with RBC named as additional insured and loss payee and such endorsements in favour of RBC as it may reasonably require (and the Lessee hereby directs and instructs the Sublessee to name RBC as additional insured and loss payee on all insurance policies which the Sublessee may obtain and maintain with respect to the Equipment); and

(b) evidence satisfactory to RBC that the Lessee has made all necessary filings and registrations against the Sublessee under the Personal Property Security Act (or similar law, statute or regulation) of any province or territory where any of the Equipment may be located, naming RBC as an additional secured party, and that the Lessee has obtained any waivers, postponements and/or priority agreements between the Lessee and secured creditors of the Sublessee as RBC may reasonably require so as to ensure that Lessee's interest in the Equipment under the Sublease ranks ahead of and in priority to other creditors of the Sublessee; and

5. Lessee shall at all times during said subletting require that Sublessee refrain from any act of commission or omission inconsistent with, or in breach of, Lessee's obligations under the Lease and shall inform Sublessee respecting such obligations to such extent as is requisite to give effect to the foregoing.

6. The subletting shall not continue for a period longer than the period remaining to the end of the term of the Lease.

7. Lessee hereby assigns, transfers and sets over unto RBC all right, title and interest and benefit under the Sublease, including all rent and other monies at any time and from time to time payable from Sublessee to Lessee. Sublessee hereby accepts and acknowledges notice of the foregoing assignment and transfer. Sublessee shall pay to Lessee all rent and other monies payable from time to time by Sublessee under said Sublease, until RBC, by notice in writing sent by prepaid registered post to Sublessee at the address of Sublessee set forth above, requires Sublessee to pay such rent and other monies to RBC, after which time Sublessee shall pay all such rent and other monies to RBC so long as rental continues to accrue under the Lease, RBC shall apply all such rent and other monies received by it from Sublessee against rental and other monies due or falling due under the Lease. Until all money expressed to be payable to RBC under the Lease shall have been fully paid and satisfied, any money received by Lessee from Sublessee subsequent to notice to Sublessee as aforesaid shall be received by Lessee as trustee for RBC and shall be paid forthwith to RBC to be applied against or held as security for payment of, money expressed to be payable from time to time under the Lease.

8. RBC shall have no obligation to the Sublessee to perform any of the obligations of the Lessee under the Sublease or any other agreement between the Lessee and Sublessee or otherwise in respect of the Equipment. The Sublessee agrees not to assert against RBC any claim by way of abatement, defence, set-off, compensation, counterclaim or the like which the Sublessee may have against the Lessee.

9. Lessee shall notify RBC promptly (and in any event within five days) of becoming aware of any breach or default under the Sublease. The Lessee covenants and agrees with RBC that it will give a notice of termination of the Sublease to the Sublessee on request by RBC if (i) a default has occurred under the Lease, the Sublease or this Agreement and (ii) the Lessee is entitled to give a notice of termination of the Sublease under the terms thereof.

10. This Agreement prevails over the Sublease to the extent of any inconsistency between them.

11. This Agreement will be governed by the laws of the Province of Ontario (and the federal laws of Canada applicable therein), and in the event that the parties are required to make application to court, the parties agree to be subject to the jurisdiction of the courts of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper signing officers duly authorized in that behalf this 19th day of November, 2019.

KSTONE INVESTMENT CORPORATION

Per: ______________________________
PAULA SOARES- PRESIDENT

Per: ______________________________

ROYAL BANK OF CANADA

Per: ______________________________

Per: ______________________________

MAIN INFRASTRUCTURE LTD.

Per: ______________________________
PAULA SOARES- PRESIDENT

Per: ______________________________

® Registered trademark of Royal Bank of Canada

APPENDIX A

[FORM OF SUBLEASE TO BE APPENDED]

APPENDIX B

[FORM OF "SPRINGING LETTER" TO BE APPENDED]

Date: **November 19, 2019**

Royal Bank of Canada
5575 North Service Road, Suite 300
Burlington, Ontario
L7L 6M1

BILL OF SALE

In consideration of your payment to us of the sum of **$68,000.00** plus applicable taxes of **$8,840.00** for a total amount of **$76,840.00** receipt of which is hereby acknowledged, the undersigned hereby sells, assigns and transfers to you all of the right, title and interest of the undersigned in and to the equipment listed below ("Equipment"): 2019 Kubota M7040DTNHC Tractor c/w all attachments and accessories S/No:97241, 2019 New Kubota 1187750 snow plow comes with all attachments and accessories, S/No: KOFV60-003, 2019 Bauman 1140H Spreader 300I c/w all attachments and accessories, S/No: 16424

Supplier	Invoice#	Invoice date	Amount
Kooy Brothers	219613	11/05/2019	$68,000.00

The undersigned represents and warrants to you that the undersigned has the right to sell, assign and transfer the Equipment to you, and all other interests, claims, liens, charges, encumbrances and security interests of any kind created by the undersigned.

The undersigned makes no other representation or warranty as to the Equipment, which is sold, assigned and transferred to you on an as is, where is basis.

KSTONE INVESTMENT CORPORATION

HST#: 78341 7520 RT 0001

Per: ______________________
PAULA SOARES – PRESIDENT

Per: ______________________

Invoice 219613

KOOY BROTHERS LAWN EQUIPMENT LTD.
1919 WILSON AVE.
TORONTO ONT. PH# 416-242-3513 FAX# 416-242-6710
M9M 1A9 www.kooybros.com HST# R102874997

Bill To	Ship To
CORP.	MAIN INFRASTRUCTURE 10495 KEELE ST UNIT 1 MAPLE, ON L6A 3Y9

Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
	(416) 823-7082		Cash Sale	

Salesperson	Invoice Date	Reference	Email Address	Department
nse	11/05/19	302364	RICARDO@MAININFRASTRUCTURE.COM	Sales Dept.

Description	Ordered	B/O'd	Shipped	Net Each	Amount
Hydraulic Set M40 N	1		1	$1,519.00	$1,519.00
Subframe Kub M7040	1		1	$4,468.00	$4,468.00
BLOCK HEATER 400WATT	1		1	$95.25	$95.25
HONEYWELL SENSING SWITCH	1		1	$107.10	$107.10
Bracket, oval light	1		1	$6.95	$6.95
Housing, oval light	1		1	$3.75	$3.75
Blue Oval LED Light	1		1	$51.95	$51.95
pigtail	1		1	$2.25	$2.25
Light, Amber LED oval	1		1	$49.75	$49.75
8x16r1 Titan Bias Sr	2		2	$335.00	$670.00
12.4x24 R1 M Ser Tire	2		2	$995.00	$1,990.00
RADIO AM/FM/WB/ST	1		1	$382.00	$382.00

Description	Ordered	B/O'd	Shipped	List	Net	Amount
Kubota Narrow Trct Cb 97241	1		1	$48,799.00	$47,000.00	$47,000.00
PLOW 60" FV KUBOTA KOFV60-003	1		1	$7,699.00	$7,699.00	$7,699.00
Bauman Spreader 300l 16424	1		1	$3,955.00	$3,955.00	$3,955.00

Invoice Total	$68,000.00
Sales Tax	$8,839.99
Grand Total	$76,839.99

Leasing Schedule

(PPSA – S)

Lessee # 324813542 Lease # 201000054110

Royal Bank of Canada, as Lessor, hereby leases to KSTONE INVESTMENT CORPORATION as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth the whole pursuant to and subject to the terms and conditions set forth in that certain Master Leasing Agreement entered into between the Lessor and the Lessee as of November 5, 2019

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	1	2020 Kubota Excavator	KK080-4S	47971

All Equipment, goods and services as further listed on the equipment schedule A attached hereto, including all attachments, a dditions, replacements and substitutions.

2. Term	Term (in months)	60
	Commencement Date of Term	June 4, 2020
	Termination Date of Term	June 4, 2025
3. Rental	Rental Installment, payable Monthly, in advance	$2,395.05
	GST/HST, if any	$311.35
	PST/QST, if any	$0.00
	Total Monthly. Rental Installment	$2,706.40
	Other Charges (plus applicable taxes)	$875.00
4. Option to Purchase	Option to Purchase Date	Purchase Price
	June 3, 2025	$1.00
5. Place of Use	10495 Keele St Unit 1 Vaughn Ontario L6A 3Y9	

6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.

As provided in the Master Lease Agreement, the Lessor will be entitled to rely on facsimile transmissions from the Lessee.

The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "**Person**" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

The parties hereto have each executed this Leasing Schedule on the respective dates set forth below and this schedule is deem ed to have been executed on the later of such dates. All appendices, if any, attached to this schedule form part of the Leasing Schedule.

ROYAL BANK OF CANADA

per ______________________

Eugene Basolini
Head, Equipment Finance Solution Centre

date ______________________

KSTONE INVESTMENT CORPORATION

per ______________________

PAULA SOARES - PRESIDENT

per ______________________

date June 08 - 2020

Rev 07/17

Schedule 'A'
DESCRIPTION OF EQUIPMENT

This is Schedule 'A' attached to and forming part of Lease No. 324813542 - 201000054110 (the "Lease") between KSTONE INVESTMENT CORPORATION as Lessee and Royal Bank of Canada as Lessor.

Supplier	Invoice #/ Equipment Sale	Date	Equipment Cost
Ed Stewart's Equipment	1134495	04/01/2020	$129,500.00

ROYAL BANK OF CANADA

Eugene Basolini
Head, Equipment Finance Solution Centre

KSTONE INVESTMENT CORPORATION

By:__________________________
(authorized signature & title) PRESIDENT

By:__________________________
(authorized signature & title)

Rental Statement

KSTONE INVESTMENT CORPORATION
1-10495 Keele St
Vaughan, Ontario
L6A 3Y9

PLEASE REMIT PAYMENT TO:
Royal Bank of Canada
Leasing Division
5575 North Service Rd, Suite 300
Burlington, Ontario
L7L 6M1

Lease Number	Net Equipment Cost	Rental Factor
324813542 - 201000054110	**$129,500.00**	**0.01849**

RENTAL	**$2,395.05**
GST/HST *	**$311.35**
PST/QST *	**$0.00**
SUB TOTAL	**$2,706.40**
ADMINISTRATION FEE	**$875.00**
GST/HST *	**$113.75**
PST/QST *	**$0.00**
SUB TOTAL	**$988.75**
TOTAL DUE ON June 4, 2020 ***(to be debited from your account)***	**$3,695.15**

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **$2,706.40** will be debited from your account on the **4th** of each month starting **July 4, 2020** unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

KSTONE INVESTMENT CORPORATION

Per: ______________________
(authorized signatory and title) PRESIDENT

Per: ______________________
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

Consent and Assignment re Sublease
Lease: 201000054110

THIS AGREEMENT dated as of the 04th June 2020
BETWEEN:

ROYAL BANK OF CANADA,
a company incorporated under the laws of Canada, having its Head Office in the City of Montreal, in the Province of Quebec (hereinafter called "**RBC**")

OF THE FIRST PART

- and -

KSTONE INVESTMENT CORPORATION,
a company incorporated under the laws of the Province of Ontario, with its principal offices at 1-10495 Keele St, Vaughan, Ontario, L6A3Y9 (hereinafter called the "**Lessee**")

OF THE SECOND PART

- and -

MAIN INFRASTRUCTURE LTD.,
a company incorporated under the laws of Ontario, having its Head Office in the City of Vaughan, in the Province of Ontario with its principal offices at 1-10495 Keele St, Vaughan, Ontario, L6A3Y9 (hereinafter called the "**Sublessee**")

OF THE SECOND PART

WHEREAS:

A. RBC is the Lessor under a certain lease agreement (hereinafter called the "**Lease**") made as of the 04th June 2020 with Lessee; and

B. Lessee wishes to enter into a certain lease agreement (hereinafter called the "**Sublease**"), a copy of which is attached hereto as Appendix "A", with a the Sublessee; and

C. According to the terms of the Lease, Lessee must receive the consent of Lessor to sublet to Sublessee the equipment described in the said Lease (hereinafter called the "**Equipment**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of ONE DOLLAR ($1.00) now paid by the parties hereto, each to the other (receipt of which sum the parties do hereby acknowledge, each to the other) and other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Subject to the terms of this Agreement, RBC hereby consents to the subleasing to the Sublessee by the Lessee of the Equipment described in and subject to the Lease.

2. Lessee represents and warrants that:

   (a) the Sublease is on arm's length terms;

   (b) the Sublease confers on Sublessee no right, title, option to purchase or other interest in or to the sublet Equipment, save only the right to possess and use it pursuant to the Sublease.

   The Sublessee represents and warrants that it is incorporated or organized, and has its principal place of business, registered office and head office located in, Canada or a province or territory of Canada:

3. So long as the Equipment is subject to the Lease, the Equipment is and shall be and remain the sole property of RBC, notwithstanding the Sublease or the terms thereof, and (for the avoidance of doubt) no purchase option contained in the Sublease or otherwise purported to be granted by Lessee to Sublessee is effective or exercisable by the Sublessee. [*** No labels, plates or other marks may be placed or applied on the Equipment to identify its owner unless they identify RBC as the owner and that the Equipment is property of RBC. ***] Neither this consent, nor the said subletting shall release, discharge or diminish the liability of Lessee under the Lease or in any way amend, alter, affect or waive any of the terms, conditions or provisions of the Lease or the rights and obligations of

the parties thereto thereunder, all of which shall continue unchanged and in full force and effect. This consent shall in no way:

(a) affect the application to any future assignment or subletting of any term, conditions or provisions of the Lease respecting assigning or subletting; or
(b) affect any right of RBC under the Lease to possession of the sublet Equipment.

4. Lessee shall forthwith and before putting Sublessee in possession of the sublet Equipment provide to RBC:

(a) evidence satisfactory to RBC that all insurance required by the terms of the Lease and the Sublease will be and remain in full force and effect and not subject to cancellation, notwithstanding the said subletting, with RBC named as additional insured and loss payee and such endorsements in favour of RBC as it may reasonably require (and the Lessee hereby directs and instructs the Sublessee to name RBC as additional insured and loss payee on all insurance policies which the Sublessee may obtain and maintain with respect to the Equipment); and

(b) evidence satisfactory to RBC that the Lessee has made all necessary filings and registrations against the Sublessee under the Personal Property Security Act (or similar law, statute or regulation) of any province or territory where any of the Equipment may be located, naming RBC as an additional secured party, and that the Lessee has obtained any waivers, postponements and/or priority agreements between the Lessee and secured creditors of the Sublessee as RBC may reasonably require so as to ensure that Lessee's interest in the Equipment under the Sublease ranks ahead of and in priority to other creditors of the Sublessee; and

5. Lessee shall at all times during said subletting require that Sublessee refrain from any act of commission or omission inconsistent with, or in breach of, Lessee's obligations under the Lease and shall inform Sublessee respecting such obligations to such extent as is requisite to give effect to the foregoing.

6. The subletting shall not continue for a period longer than the period remaining to the end of the term of the Lease.

7. Lessee hereby assigns, transfers and sets over unto RBC all right, title and interest and benefit under the Sublease, including all rent and other monies at any time and from time to time payable from Sublessee to Lessee. Sublessee hereby accepts and acknowledges notice of the foregoing assignment and transfer. Sublessee shall pay to Lessee all rent and other monies payable from time to time by Sublessee under said Sublease, until RBC, by notice in writing sent by prepaid registered post to Sublessee at the address of Sublessee set forth above, requires Sublessee to pay such rent and other monies to RBC, after which time Sublessee shall pay all such rent and other monies to RBC. So long as rental continues to accrue under the Lease, RBC shall apply all such rent and other monies received by it from Sublessee against rental and other monies due or falling due under the Lease. Until all money expressed to be payable to RBC under the Lease shall have been fully paid and satisfied, any money received by Lessee from Sublessee subsequent to notice to Sublessee as aforesaid shall be received by Lessee as trustee for RBC and shall be paid forthwith to RBC to be applied against or held as security for payment of, money expressed to be payable from time to time under the Lease.

8. RBC shall have no obligation to the Sublessee to perform any of the obligations of the Lessee under the Sublease or any other agreement between the Lessee and Sublessee or otherwise in respect of the Equipment. The Sublessee agrees not to assert against RBC any claim by way of abatement, defence, set-off, compensation, counterclaim or the like which the Sublessee may have against the Lessee.

9. Lessee shall notify RBC promptly (and in any event within five days) of becoming aware of any breach or default under the Sublease. The Lessee covenants and agrees with RBC that it will give a notice of termination of the Sublease to the Sublessee on request by RBC if (i) a default has occurred under the Lease, the Sublease or this Agreement and (ii) the Lessee is entitled to give a notice of termination of the Sublease under the terms thereof.

10. This Agreement prevails over the Sublease to the extent of any inconsistency between them.

11. This Agreement will be governed by the laws of the Province of Ontario (and the federal laws of Canada applicable therein), and in the event that the parties are required to make application to court, the parties agree to be subject to the jurisdiction of the courts of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper signing officers duly authorized in that behalf this 04th June 2020

KSTONE INVESTMENT CORPORATION

Per: ______________________

PAULA SOARES - PRESIDENT

Per: ______________________

ROYAL BANK OF CANADA

Per: ______________________

MAIN INFRASTRUCTURE LTD.

Per: ______________________

PAULA SOARES - PRESIDENT

Per: ______________________

APPENDIX A

[FORM OF SUBLEASE TO BE APPENDED]

Intentionally left blank

APPENDIX B

[FORM OF "SPRINGING LETTER" TO BE APPENDED]

Intentionally left blank

Date: **June 4, 2020**

Royal Bank of Canada
5575 North Service Road, Suite 300
Burlington, Ontario
L7L 6M1

BILL OF SALE

In consideration of your payment to us of the sum of **$129,500.00** plus applicable taxes of **$16,835.00** for a total amount of **$146,335.00** receipt of which is hereby acknowledged, the undersigned hereby sells, assigns and transfers to you all of the right, title and interest of the undersigned in and to the equipment listed below ("Equipment"):

2020 Kubota KX080-4S Excavator – S/N 47971

Supplier	Invoice #/ Equipment Sale	Date	Equipment Cost
Ed Stewart's Equipment	1134495	04/01/2020	$129,500.00

The undersigned represents and warrants to you that the undersigned has the right to sell, assign and transfer the Equipment to you, and all other interests, claims, liens, charges, encumbrances and security interests of any kind created by the undersigned.

The undersigned makes no other representation or warranty as to the Equipment, which is sold, assigned and transferred to you on an as is, where is basis.

KSTONE INVESTMENT CORPORATION

GST#: 783417520 RT0001

Per: ____________________
PAULA SOARES - PRESIDENT

Per: ____________________

Ed Stewart's Equipment

CASE IH

9410 Wellington Rd 124
P.O. Box 10
Erin, Ontario N0B1T0
Phone: (519) 833-9616
Fax: (519) 833-2253

Kubota

SOLD TO
KSTN00 KSTONE INVESTMENT CORP.
1-10495 Keele St
Vaughn ON L6A3Y9

SHIP TO
KSTONE INVESTMENT CORP.
1-10495 Keele St
Vaughn ON L6A3Y9

INVOICE

HST #101581379

Sold By: ANDY PO #: KX080 Date 4/01/20 EQUIP SALE 1134495
Ship By: Tax #: 416 823 7082 13:42:14 PRT: 3

Tax	D	Qty	Description --------------------------------*	Price	Amount
			EQUIP SALE		
13000			K7971B KUBOTA 2020 KX080-4S EXCAVATOR		129500.00
			SER#:47971		
			NOTES		
			*** PAYMENT DUE ON DELIVERY - THANK YOU ***		
			**** PLEASE GET WARRANTY REGISTRATION SIGNED ***		

***CCXXXX AT THE BOTTOM INDICATES INVOICE HAS BEEN CHARGED TO YOUR CNH CREDIT CARD**

NO RETURNS ON ELECTRICAL OR SPECIAL ORDERED PARTS. NO REFUNDS WITHOUT THIS INVOICE. RESTOCKING FEE OF 15%.

EQUIPMENT REMAINS THE PROPERTY OF ED STEWART'S EQUIPMENT UNTIL PAID IN FULL.

***** MAXIMUM $3,000.00 PAYMENT BY CREDIT CARD *****

** SUBTOTAL	129500.00
** HST	16835.00

X________________________________ Charge Sale

Phone: (416)321-8115

PAY THIS AMOUNT $146335.00

EXHIBIT Q

E-FORM 80460 (03/2019)

Royal Bank

RBC Royal Bank® Visa‡ Business Card Agreement

For good and valuable consideration, we accept your offer for the Account and each Card on the following terms and conditions:

1. What the Words Mean: In this Agreement and the Disclosure Statement, please remember that,

   "we", "our" and "us" mean the Applicant, and;

   "you" and "your" mean Royal Bank of Canada and companies under RBC®.

   Please also remember that in this Agreement and the Disclosure Statement:

   "Account" means an RBC Avion® Visa Infinite Business‡ ("Avion Visa Infinite Business"), RBC Avion Visa Business ("Avion Visa Business") (formerly "RBC Visa Business Platinum Avion"), RBC Visa Business ("Visa Business") or RBC Visa Business Gold ("Visa Business Gold") account that you have opened for the Applicant. You may add other types of Accounts to this list at any time. All Cards you issue to Cardholders under an Account form part of the Account;

   "Account Statement" means your written statement of the Account that you prepare for a Cardholder about every three (3) or four (4) weeks. The period covered by each Account Statement will vary between 27 days and 34 days;

   "Aggregate Credit Limit" means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardholders under this Agreement;

   "Agreement" means this Visa Business Card Agreement and all annexes attached to this Visa Business Card Agreement;

   "Applicant" means the business identified in an application for an Account;

   "Application" means the request made to you for the Account and each Card;

   "Authorized Person" means any individual we have designated in writing as being authorized to ask you to open an Account and issue a Card to a Cardholder under this Agreement and to perform administrative duties for us under this Agreement;

   "Card" means any Visa Business credit card you issue to a Cardholder on an Account in their name at our request, and all renewals of and replacements for that credit card;

   "Cardholder" means an individual for whom you have opened an Account and to whom you have issued a Card on that Account at the request of an Authorized Person under this Agreement;

   "Cash Advance" means an advance of cash that is charged to a Cardholder's Account with, or in connection with, their Card (or any other eligible Account access card you have issued to the Cardholder) and bill payments made from the Account at a bank branch, at a banking machine or on the Internet, Credit Card Cheques, balance transfers and "cash-like" transactions, including, without limitation, money orders, wire transfers, travellers' cheques, and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, lottery tickets);

   "Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardholder's Account under this Agreement;

   "Debt" means all amounts charged to a Cardholder's Account with or in connection with their Card, including Purchases, Cash Advances, interest, and Fees;

   "Disclosure Statement" means your written statement of the Interest Rates and Fees for each Account and each Card set out in a document accompanying each Card when you issue it to a Cardholder and in any other document or statement you may send to Cardholders or us from time to time;

   "Fee" means a fee that applies to a Cardholder's Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement you may send to the Cardholder or us from time to time;

   "Grace Period" means the number of days between the Cardholder's Statement Date and Payment Due Date;

   "Interest-Bearing Balance" means the unpaid balance of the Debt outstanding in a Cardholder's Account that is made up of any combination of Interest-Bearing Purchases and Interest-Bearing Fees and Cash Advances;

   "Interest-Bearing Purchase and Interest-Bearing Fee" means a Purchase or Fee appearing on an Account Statement for the first time whether either or both of the following occurs: (i) the Debt shown on that Account Statement is not paid in full by that Account Statement's Payment Due Date or (ii) the Debt shown on the preceding Account Statement was not paid in full by the preceding Account Statement's Payment Due Date;

   "Interest Rate (Cash Advances Including Credit Card Cheques)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

   "Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase and Interest-Bearing Fee;

   "Interest Rates" mean, collectively, the Interest Rate (Cash Advances including Credit Card Cheques) and the Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees);

   "Liability Waiver Program" means the RBC Royal Bank Visa Liability Waiver Program in force from time to time, a current copy of which is annexed to this Agreement;

   "Minimum Payment" means the amount indicated as such on an Account Statement;

   "New Balance" means the amount indicated as such on an Account Statement;

   "Payment Due Date" means the date indicated as such on an Account Statement;

"Personal Identification Number" means the personal identification number that a Cardholder has selected in your prescribed manner;

"Purchase" means a purchase of goods or services (or both) that is charged to a Cardholder's Account with or in connection with their Card;

"Statement Date" means the last date of the Statement period for which an Account Statement is produced;

"Terms of Use" means the Visa Business Reporting Terms of Use and/or the Visa Payment Controls Cardholder Terms and Conditions, established by Visa, that each User will be asked to read and agree with upon first log-in to Visa Business Reporting or Visa Payment Controls, and from time to time thereafter when prompted by Visa;

"User" means each authorized user of Visa Business Reporting and/ or Visa Payment Controls designated and enrolled by the Applicant;

"Visa" means Visa Canada Corporation, Visa Inc., Visa International Service Association, Visa Worldwide Pte Limited, and Visa U.S.A. Inc. including their subsidiaries and/or their affiliated entities;

"Visa Business Reporting" means the reporting and analyzing online tool provided by Visa, which enables Avion Visa Infinite Business Applicants to self-manage their spending by being able to track expenses, save receipts, create reports, and more; and

"Visa Payment Controls" means the online tool provided by Visa, which enables Avion Visa Infinite Business Applicants to selfmanage the usage of each Card on their Account, by selecting various controls such as spending controls, category controls and locations controls.

2. **General Terms of Agreement:** This Agreement and the Disclosure Statement apply to each Account and Card. This Agreement replaces all prior Visa Business Card agreements between you and us for each Account and Card.

   This Agreement is our promise to pay amounts owing on each of our Visa Business Accounts. It together with our Visa Business Card Application explains our rights and duties.

   We acknowledge and agree that we must provide each Cardholder with a copy of this Agreement.

   If a Cardholder signs, activates or uses their Card or their Account, it will mean that we have received and read this Agreement and agree to and accept all of its terms.

   We confirm that all information provided to you regarding the Applicant's ownership, control and structure is true, complete and accurate in all respects.

   We must promptly give you up-to-date credit and financially related information about us when you ask for it. The section headings in this Agreement appear only for ease of reference purposes. They do not form part of this Agreement.

3. **Account Opening/Card Issuance and Renewal:** You will open an Account for, and will issue a Card on that Account to, a Cardholder at our request or at the request of an Authorized Person made on a fully completed request form that you have prescribed for this purpose. For any Cardholder that is not responsible for the payment of any Debt under this Agreement, you will maintain a record of the name of the Cardholder only. We acknowledge and agree that we shall obtain the name, address, telephone number, and date of birth of such Cardholders and shall maintain a record of such information obtained for a period of 7 years. We agree to immediately provide such information to you if requested by you.

   You will also issue renewal and replacement Cards (excluding an emergency replacement Card) to each Cardholder before the expiration date indicated on the Card last issued to them. You will continue to issue renewal and replacement Cards to a Cardholder in this way until we or the Cardholder tells you to stop. An emergency replacement Card will be issued by you to a Cardholder when required according to your customary operating procedures.

4. **Account and Card Use:** A Cardholder may use their Account and Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions and other transactions you permit from time to time. The use of each Account and Card is governed by this Agreement. An Account and Card may only be used by the Cardholder in whose name it has been opened or issued. A Cardholder must not use their Card after the expiration date shown on it or after the termination of this Agreement. A Cardholder may not use their Card for any illegal, improper or unlawful purpose.

   You reserve the right to refuse your authorization for certain types of transactions as determined by you.

5. **Visa Business Reporting and Visa Payment Controls**

   Applicable to Avion Visa Infinite Business Accounts only

   You offer Avion Visa Infinite Business Applicants access to Visa Business Reporting and Visa Payment Controls. These tools are administered by the Applicant and additional Users may be enrolled by the Applicant. All Users are subject to the following terms and conditions.

   5.1. Applicant's Acknowledgement

   The Applicant acknowledges that:

   (a) Visa Business Reporting and Visa Payment Controls are provided by Visa, and the Terms of Use have been established solely by Visa, not you;

   (b) information collected by Visa in connection with the use of Visa Business Reporting and Visa Payment Controls will be used in accordance with Visa's privacy policy, accessible at www.visa.ca/en_CA/legal/privacy-policy.html;

   (c) all information and data contained in Visa Business Reporting and Visa Payment Controls remain your property;

   (d) you are not in any way responsible for the availability of Visa Business Reporting and/or Visa Payment Controls at any time or their accuracy thereof;

   (e) you are not in any way responsible for the reliability or accuracy of any tax management tools available through Visa Business Reporting and/or Visa Payment Controls, and expressly disclaim all warranties in connection with any tax calculation, estimation or information provided by such tax management tools. You do not provide tax, legal or accounting advice and the Applicant should consult its own professional advisors before acting or relying on any tax-related information displayed in Visa

Business Reporting and/or Visa Payment Controls for tax reporting purposes;

(f) you specifically disclaim any implied warranty of merchantability or fitness for a particular purpose of Visa Business Reporting and/ or Visa Payment Controls; and

(g) you are not responsible for any data integration (including accuracy of data, security of data and connecting different providers) between Visa and a third party software provider or any other endpoint (including the Applicant), where applicable.

5.2. Applicant's Obligations

The Applicant will:

(a) create and implement a policy and controls concerning the use of Visa Business Reporting and Visa Payment Controls by the Users in order to:

(i) ensure each User is properly authorized to use Visa Business Reporting and/or Visa Payment Controls on its behalf, and that each User complies with this Agreement and the Terms of Use;

(ii) ensure all Users maintain the confidentiality of all Visa Business Reporting and/or Visa Payment Controls credentials, including their passwords, User names and other identification, if applicable;

(iii) establish a methodology for adding or cancelling Users; and

(iv) ensure that all Users are familiar with the processes, required file formats and procedures for RBC Visa Business Reporting and/or Visa Payment Controls, all as outlined in the applicable Visa Business Reporting and/or Visa Payment Controls implementation guides and documentation provided to the Applicant;

(b) remain responsible for maintaining the confidentiality of all Visa Business Reporting and/or Visa Payment Controls credentials, including passwords, User names and other identification, if applicable;

(c) remain responsible for all activities that occur through the use of Visa Business Reporting and Visa Payment Controls, including fraud, malfeasance, unauthorized transactions, and any actions or omissions of the Applicant, the Users, or any other person;

(d) remain liable, as well as indemnify you and hold you harmless from and against all losses, including any losses, claims, damages of any kind (including direct, indirect, special, incidental, consequential or punitive), costs, fees, charges, expenses or other liabilities relating to the use of Visa Business Reporting and/or Visa Payment Controls by the Applicant, the Users or any other person, and for all activities performed by each such person in Visa Business Reporting and/or Visa Payment Controls;

(e) select French or English as the language of choice to be used while using Visa Business Reporting and/or Visa Payment Controls and be responsible for complying with any applicable language laws;

(f) be responsible for loading certain organizational and other Applicant-specific data into Visa Business Reporting and/or Visa Payment Controls in a file format specified by the Terms of Use; and

(g) use Visa Business Reporting and/or Visa Payment Controls solely for its own use and not disclose information derived from Visa Business Reporting and/or Visa Payment Controls.

5.3. User's Obligations

Upon first log-in to Visa Business Reporting or Visa Payment Controls, and from time to time thereafter when prompted by Visa, each User will be asked to read the Terms of Use and agree with them. A User who does not agree with such Terms of Use will not be able to access or use Visa Business Reporting and/or Visa Payment Controls.

In addition, each User:

(a) is responsible for complying with the Terms of Use and you, the Applicant or Visa may immediately revoke the access to Visa Business Reporting and/or Visa Payment Controls of any User who does not comply with such Terms of Use;

(b) must be familiar and comply with the processes, required file formats and procedures for Visa Business Reporting and/or Visa Payment Controls, all as outlined in the Applicant's internal policies;

(c) must maintain the confidentiality of their Visa Business Reporting and/or Visa Payment Controls credentials, including their passwords, User names and other identification, if applicable; and

(d) must maintain the confidentiality of any information that is contained in or retrieved from Visa Business Reporting or Visa Payment Controls, such as, but not limited to, data files and reports.

6. **Account and Card Ownership:** You are the owner of each Account and Card. Neither we nor any Cardholder has the right to assign or transfer this Agreement, any Card or any Account to anyone else.

7. **Lost or Stolen Card:** We or a Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if we or the Cardholder suspects it is lost or stolen. We or the Cardholder may do this in the way you have set out on each Account Statement.

If a Cardholder's Card is lost or stolen, we will be liable to you for:

1. all Debt on the Cardholder's Account, up to a maximum of $1,000.00, resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which only their Card or Cardholder's Account number has been used to complete those transactions; and

2. all Debt resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which their Card and Personal Identification Number have been used together to complete those transactions.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time we or the Cardholder tells you about that loss or theft.

8. **Card Cancellation/Revocation or Suspension of Use:** We may cancel a Cardholder's Account and Card for any reason (including, without limitation, the death of the

Cardholder) by providing you with written notice of cancellation of that Account and Card. Subject to Section 7., we will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Account or Card from the time we provide written notice of cancellation to you of the Cardholder's Card until the time we have notified you that the Card has been destroyed.

If the Debt outstanding in a Cardholder's Account exceeds the Credit Limit at any time, you may suspend the Cardholder's right to use their Account and Card and all services you provide to the Cardholder under this Agreement until such time as that excess is paid to you in full.

You may revoke or suspend a Cardholder's right to use their Account and Card at any time without notice. The Cardholder must also surrender their Card to us or to you at our (or your) request.

9. Limits: You will set an Aggregate Credit Limit for all Accounts and you may change it from time to time without notice.

If we consistently make late payments or no payments, you may reduce the Aggregate Credit Limit of all accounts. You will tell us what the initial Aggregate Credit Limit is at or before the time an Account is opened for a Cardholder under this Agreement. We will not permit the Debt we owe to you at any time to exceed the Aggregate Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Aggregate Credit Limit you set from time to time.

You will set a Credit Limit for each Cardholder's Account and you may change the Credit Limit for a Cardholder's Account periodically. You will tell each Cardholder what their current Credit Limit is on the document accompanying their Card when you issue it to them and on each Account Statement. We will ensure that each Cardholder observes their Credit Limit. We will not permit the Debt we owe to you in respect to an Account at any time to exceed the Credit Limit for that Account. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed that Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded. An overlimit fee will be charged to an Account when you permit the Debt to exceed the Credit Limit of that Account during an Account Statement period. You may at any time refuse to permit the Debt to exceed the Credit Limit of an Account and require us to pay any balances which exceed the Credit Limit of an Account.

10. Liability for Debt: Subject to Section changes to 7. and 8., and except as may otherwise be provided under the Liability Waiver Program, we will be liable to you for all Debt charged to each Account, no matter how it is incurred or who has incurred it and even though you may send Account Statements to Cardholders and not to us. However, you will provide Account Statement or other information about that Debt to us at our request. You may apply any money we have on deposit with you or any of your affiliates against any Debt we have not paid to you as required under this Agreement without notice to us.

11. Making Payments: It is our responsibility to ensure that payment on each Cardholder's Account is received by you for credit to each Account by the Payment Due Date shown on each Account Statement, even if our Payment Due Date falls on a holiday or weekend.

Payments can be made on each Account at any time. Payment can be made by mail, at one of your branches, at an ATM that processes such payments, through your telephone or online banking services, or at certain other financial institutions that accept such payments. Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments do not automatically adjust the available Credit Limit. Payments on each Account made by mail or made through another financial institution's branch, ATM or online banking service may take several days to adjust the available Credit Limit. To ensure that a Payment is credited to a Cardholder's Account and automatically adjusts the available Credit Limit on the same business day, a Cardholder's payment must be made prior to 6:00pm local time on that business day at one of your branches or ATMs in Canada or through your telephone or online banking services.

We can also ask you to process our payment on each Payment Due Date each month by automatically debiting a bank account that we designate for that purpose. We may choose to pay the Minimum Payment, a fixed amount provided that it is not less than the Minimum Payment or our New Balance. If we ask you to automatically process payments in this manner, we agree to be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments Association, as amended from time to time. In addition, we agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. We may notify you at any time that we wish to revoke our authorization, and a pre-authorized payment may, under certain circumstances, be disputed for up to 90 days. The Rules are available for us to review atwww.cdnpay.ca.

12. Payment of Debt:

a. Subject to Subsections 12.b., 12.c. and Section 21., we may pay the Debt we owe to you in respect to each Cardholder's Account in full or in part at any time.

b. Subject to Subsection 12.c. and Section 21., we must make a payment of the lesser of $10.00 plus Interest plus Fees as shown on the current Account Statement and our New Balance by the Payment Due Date shown in order to keep the Account up to date. Any pastdue amounts will continue to be included in our Minimum Payment amount.

c. We must also pay the amount of any Debt that exceeds the Credit Limit for a Cardholder's Account at once to keep that Account up-todate. We must pay this excess even though you may not yet have sent an Account Statement to the Cardholder on which that excess appears.

d. We must keep each Cardholder's Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardholders. We must contact your Card Centre identified on Account Statements at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know in order for us to comply with our obligations under this Section.

e. If any payment made by us in respect of a Cardholder's Account is not honoured, or if you must return it to us because it cannot be processed, the applicable fee will be charged under Section 15., and Card privileges may be revoked or suspended by you under Section 8.

f. If the New Balance on a Cardholder's previous Account Statement is paid in full by the Payment Due Date, the Grace Period for the Cardholder's current Account Statement will continue to be the minimum number of days applicable to the Card (21 days for all Avion Visa Infinite Business and Visa Business, 17 days for Avion Visa Business). If the previous New Balance on a Cardholder's Account Statement is not paid in full by the Payment Due Date, the Cardholder's Payment Due Date will be extended to 25 days from the Statement Date regardless of the type of Visa Card held by the Cardholder.

13. **Interest Charges:**

a. *Interest-Free Purchases and Interest-Free Fee*: We will not pay interest on the amount of any Purchase or Fee appearing on an Account Statement for the first time provided that all Debt shown on that Account Statement is paid in full by that Account Statement's Payment Due Date and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement's Payment Due Date.

b. *Interest-Bearing Balance*: We will pay interest on the Interest-Bearing Balance at the Interest Rates in effect in the manner described below and in Subsection 13.c.:

You will charge us interest:

i. on the amount of each Interest-Bearing Purchase and Interest-Bearing Fee from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and

ii. on the amount of each Cash Advance (including Credit Card Cheques) from (and including) the day they are obtained to the day you receive payment in full of the Interest-Bearing Balance.

c. *Interest Calculation*: The interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and Credit Card Cheques) in effect and dividing the result by the number of days in the year. You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases and Interest-Bearing Fees by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchase and Interest-Bearing Fee) in effect and dividing the result by the number of days in the year.

You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

14. **Payment Allocation:** When we make a payment you will apply the amount up to our Minimum Payment, first to any interest and second to any fees. You will apply the remainder of any Minimum Payment to our New Balance, generally starting with amounts bearing the lowest interest rate before amounts bearing higher interest rates.

If we pay more than our Minimum Payment, you will apply the amount over the Minimum Payment to the remainder of our New Balance. If the different amounts that make up our New Balance are subject to different interest rates, you will allocate our excess payment in the same proportion as each amount bears to the remainder of our New Balance. If the same interest rate is applicable to both a cash advance (which never benefits from an interest-free grace period) and a purchase, you will apply our payment against the cash advance and the purchase in a similar proportionate manner. If we have paid more than our New Balance, you will apply any payment in excess of the New Balance to amounts that have not yet appeared on our monthly statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and fees, and the remainder to other amounts owing in the same manner as you apply payments in excess of the Minimum Payment.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

15. **Fees:** We must pay all Fees. You will charge them to the Cardholder's Account at the time they are incurred.

16. **Banking Machines:** A Cardholder may use their Card together with their Personal Identification Number to make transactions on their Account at those banking machines and terminals you operate and at any other banking machines or terminals you designate from time to time, subject to the Cardholder's agreement with you governing the use of their Personal Identification Number.

17. **Debt Incurred Without a Card:** If a Cardholder incurs Debt without having presented their Card to a merchant (such as for internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a Purchase or Cash Advance draft.

18. **Transfer of Your Rights:** You may transfer any or all of your rights under this Agreement and the Disclosure Statement, by way of assignment, sale or otherwise. If you do so, you can give information concerning the Account to anyone you transfer your rights to, but will ensure that they are bound to respect our privacy rights in that information.

19. **Changes to Disclosure Statement:** You may change the Interest Rates and Fees for each Cardholder's Account and this Agreement set out or referred to in the Disclosure Statement periodically. We will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If

any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

20. **Changes to Agreement:** You may change this Agreement periodically. Subject to Section 9., we will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

    The benefits and services you provide to Cardholders are subject to terms and conditions which may be amended by you from time to time without notice to us or any Cardholder.

21. **Termination:**

    1. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to our address last appearing on your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to Cardholders.

    2. The occurrence of any one of the following events has the effect of putting us in default, and you may terminate this Agreement at once without giving us any notice, if:

    a. we become insolvent or bankrupt,
    b. someone files a petition in bankruptcy against us,
    c. we make an unauthorized assignment for the benefit of our creditors,
    d. we institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding up of our affairs,
    e. we institute, or someone else institutes, any other type of insolvency proceeding involving our assets under the Bankruptcy and Insolvency Act or otherwise,
    f. we cease or give notice of our intention to cease to carry on business or make or agree to make a bulk sale of our assets without complying with applicable laws, or we commit an act of bankruptcy,
    g. we fail to pay any Debt or to perform any other obligation to you as required under this Agreement,
    h. we make any statement or representation to you that is untrue in any material respect when made, or
    i. there is, in your opinion, a material adverse change in our financial condition.

    3. Upon termination of this Agreement, we must pay all Debt for each Account to you at once and ensure that each Cardholder destroys their Card and returns any unused Credit Card Cheques. If we fail to comply with our obligations to you under this Agreement, we will be liable to you for:

    a. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and
    b. all costs and expenses you incur in reclaiming any Card.

22. **RBC Rewards®:** If a Card allows us to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards, we acknowledge that our participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions. The RBC Rewards Terms and Conditions are available for review at www.rbcrewards.com and are subject to change without notice.

23. **Special Offers (Introductory and Promotional Interest Rates):** You may make special offers to us from time to time, including Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the interest rate applicable to portions of our balance, such as when we make certain types of Cash Advances.

    You sometimes make Introductory Interest Rate offers which apply to new Accounts only. For example, you could offer a low Introductory Interest Rate applicable to certain transactions for a limited period of time, such as a 3.9% Introductory Interest Rate on all Cash Advances for the first 9 months.

    A Promotional Interest Rate offer is an offer you may periodically make to us and that applies to our Card after our Account has been opened. For example, you could offer us a low Promotional Interest Rate applicable on certain transactions for a limited period of time, such as a 3.9% Promotional Interest Rate on Credit Card Cheques for 9 months.

    If you make us a special offer, you will explain its scope and duration and any additional terms that apply to it. If we accept the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, we will be bound by this Agreement and any additional terms you set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply, including those related to interest and payments. Our monthly statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to our New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which you do not process statements (for example, weekends and certain holidays), you will continue to provide us with the benefit of that Introductory Interest Rate or Promotional Interest Rate until your next statement processing day.

24. **Problems With a Purchase:** You will not be responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

    You will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute a Cardholder may have with a merchant. As well, you reserve the right to deny authorization of any Purchase at any time.

25. **Account Statements, Verification and Disputes:** You will send Account Statements to each Cardholder, directed to the Cardholder's address last provided to you by the Authorized Person. You will prepare our Account Statements at approximately the same time each month. If the date on which you would ordinarily prepare our Account Statements falls on a date for which you do not process statements (for example, weekends and certain holidays), you will prepare our Account Statements on your next statement processing day. Our Payment Due Date will be adjusted accordingly. We will ensure that each Cardholder promptly examines all of their Account Statements and each entry and balance recorded in

them. We will notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims by us in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish our liability for that Debt. Upon request, you will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

If the item is a legitimate charge to the Cardholder's Account and the dispute is between the Cardholder or us and the merchant, we must still pay the Debt owing to you and settle the problem or dispute directly with the merchant. If the item is not a legitimate charge, you will return the item to the merchant and credit the Cardholder's Account.

26. **Authorized Person:** Upon signing this Agreement, we may designate one or more individuals as an Authorized Person who is authorized to act on our behalf and who may assist us in the administration of this Agreement.

27. **Exchange of Information Between You and Us:** Information about a Cardholder's use of their Account and Card, and pertinent information about any reimbursement of Debt received by the Cardholder from us, Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

28. **Electronic Communication:** We acknowledge and agree that you may provide Account Statements, this Agreement or other document relating to a Cardholder's Account electronically including over the Internet or to an email address we provide you for this purpose, with our consent. Documents sent electronically will be considered "in writing" and to have been signed and delivered by you. You may rely on and consider any electronically authenticated document received from us or which appears to have been received from us as authorized and binding on us. In order to communicate with you by electronic means, we agree to comply and require each Cardholder to comply with certain security protocols that you may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged electronically.

29. **Collection, Use and Disclosure of Information:** For purposes of this Section: (i) "Customer" means the person or entity which has signed this Agreement, its Representatives and its owners; and (ii) "Representatives" mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors.

This Section describes how you collect, use and disclose Customer information in connection with this Agreement.

I. Collecting Information

You may collect and confirm financial and other information about Customer during the course of your relationship with Customer, including information:

i. establishing Customer's existence, identity (for example, name, address, phone number, date of birth, etc.) and background;
ii. related to transactions arising from Customer's relationship with and through you, and from other financial institutions;
iii. provided on any application for products or services;
iv. for the provision of products or services; and
v. about Customer's financial behaviour, including payment history and credit worthiness.

You may obtain this information from any source necessary for the provision of products or services, including from: (i) Customer; (ii) service arrangements made with or through you; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to you.

Customer acknowledges receipt of notice that from time to time reports about Customer may be obtained by you from credit reporting agencies.

II. Using Information

All information collected by and provided to you may be used and disclosed for the following purposes:

i. to verify Customer's identity and investigate its background;
ii. to open and operate the Accounts or provide other products and services;
iii. to understand Customer's financial situation;
iv. to determine, and make decisions about, the eligibility of Customer or Customer's affiliates for the products and services;
v. to help you better understand the current and future needs of your clients;
vi. to communicate to Customer any benefit, feature or other information about products and services;
vii. to help you better manage your business and your relationship with Customer;
viii. to operate the payment card network;
ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
x. as required or permitted by law.

For these purposes, you may (i) share the information with other persons, including your Representatives and regulators; (ii) share the information with other financial institutions and persons with whom Customer has financial or other business dealings; and (iii) give credit, financial and other related information to credit reporting agencies who may share it with other persons. In the event information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. At Customer's request, you may give the information to other persons.

You may also use the information and share it with your affiliates to: (i) manage your risks and operations and those of your affiliates; (ii) comply with valid requests for information from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) let your affiliates know Customer's choices under "Other Uses" below for the sole purpose of honouring Customer's choices.

If you have Customer's social insurance number, it may be used for tax related purposes and shared with appropriate government agencies, and may also be shared with credit reporting agencies for identification purposes.

III. Other Uses

All information collected by, and provided to you may also be used and disclosed for the following purposes:

i. promoting products and services that may be of interest;

ii. where not prohibited by law, referring Customer to your affiliates and for your affiliates to promote products and services that may be of interest. Customer acknowledges that as a result of such sharing, you and your affiliates may advise each other of the products or services provided; and

iii. if Customer deals with your affiliates, you and your affiliates may, where not prohibited by law, consolidate all of the information you have with information any of your affiliates have about Customer in order to manage the business of, and relationships with, you and your affiliates.

For the purposes described in subsections (i) and (ii), you and your affiliates may communicate with Customer through various channels, including mail, telephone, computer or any other electronic channel, using the most recent contact information provided.

Customer may choose not to have this information shared or used for any of these "Other Uses" by contacting you, and Customer will not be refused credit or other services just for this reason.

IV. Online Activity

Online activity information may also be collected in public and secure websites owned or operated by you or on behalf of you or your affiliates, or in any of your advertisements hosted on another person's websites, using cookies and other tracking technology, and used with other information about the Customer to assess the effectiveness of online promotions, to gather data about website functionality, to understand its interests and needs, to provide a customized online experience, and to communicate to the Customer information about the products or services. The Customer may choose not to have this information collected or used for the online personalization purposes described in this Section by contacting you.

V. Contacting You

Customer may obtain access to personal information you have about any of them at any time, including to review its content and accuracy and have it amended as appropriate, except to the extent access may be restricted as permitted or required by law. To request access to personal information or to request that Customer's information not be used for "Other Uses", Customer will contact Customer's main branch or call you toll free at 1-800 ROYAL® 1-1 (1-800-769-2511). More information about your privacy policies may be obtained by asking for a copy of the "Financial fraud prevention and privacy protection" brochure, calling the toll free number above or visiting your website at www.rbc.com/privacysecurity/ca/.

VI. Personal Information

The parties will treat all personal information in accordance with applicable laws. From time to time, you may request the Customer to take steps, including the entering into of additional documents, to ensure the protection of personal information and compliance with all applicable laws. The Customer will promptly comply with these requests.

VII. Other Persons

You are not responsible for any loss that occurs as a result of any use, including any unauthorized use, of information by any person, other than you and your Representatives to the extent agreed by you in this Agreement.

VIII. Consents, etc.

The Customer confirms that any necessary consent, approval, or authorization of any person has been obtained for the purposes of collecting, using, and disclosing their information in accordance with this Agreement and applicable laws.

IX. Additional Consent

The Customer's consents and agreements in this Agreement are in addition to any other consent, authorization, or preference of the Customer regarding the collection, use, disclosure, and retention of information.

X. Your Information

The Customer will use the products and services and your confidential information only for the purposes they are provided by you, and will ensure that your confidential information is not disclosed to any person except: (i) the Customer's Representatives who need to know such confidential information in connection with the products and services, provided that such Representatives are informed of the confidential nature of such confidential information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required, provided that, if not legally prohibited, the Customer will notify you in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by you.

XI. Remedies

In the event of a breach or anticipated breach by a party or its Representatives of the confidentiality obligations under this Agreement, irreparable damages may occur to the other party and the amount of potential damages may be impossible to ascertain. Therefore, a party may, in addition to pursuing any remedies provided by applicable laws, seek to obtain equitable relief, including an injunction or an order of specific performance of the other party's confidentiality obligations under this Agreement.

30. **Liability Waiver Program:** The Liability Waiver Program applies to this Agreement and is made available at no cost to us. We may request you to waive, in accordance with the Liability Waiver Program, our liability under Section 10. for certain unauthorized charges posted to a Cardholder's Account. We agree to abide by the provisions of the Liability Waiver Program as in effect from time to time.

31. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and those counterparts together will constitute one and the same agreement.

32. **Governing Law:** This Agreement shall be governed by the laws of our jurisdiction (or the laws of Ontario if we reside outside Canada) and the applicable laws of Canada.

33. Complete Agreement, etc.: This Agreement constitutes the complete agreement between you and us with respect to the subject matter hereof. No failure on your part to exercise, and no delay by you in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by you of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by you under this Agreement.

Signed as of the 17TH day of SEPTEMBER (Month), 2019 (Year)

KSTONE INVESTMENT CORPORATION
Customer Legal Name

Per: ____________________ *
Name: PAULA SOARES
Title: DIRECTOR

Per: ____________________ *
Name:
Title:

Per: ____________________ *
Name:
Title:

Per: ____________________ *
Name:
Title:

(*) I/WE have authority to bind the Corporation.)

DISCLOSURE STATEMENT

E-FORM 80450 (03/2019)

1. General: This Disclosure Statement applies to the Account and each Card you have issued on the Account.
2. Interest Rates: The Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates.
3. Annual Fee**:

   Visa‡ Business: $12.00 for each Visa Business Card.

   Visa Business Gold: $40.00 for each Visa Business Gold Card.

   Avion Visa Business: $120.00 for the first Avion Visa Business Card opened and $50.00 for each supplementary Avion Visa Business card opened by you.

   Avion Visa Infinite Business‡: $ 175.00 for the first Avion Visa Infinite Business card opened and $75.00 for each supplementary Avion Visa Infinite Business card opened by you.
4. Other Fees: The following schedule of fees applies to the Account:

   A. Cash Advance Fee: When we obtain the following types of Cash Advances at our standard Interest Rate (Cash Advances including Credit Card Cheques) or at an Introductory Interest Rate, a $3.50 fee for each transaction will be charged to our Account, unless otherwise stated:

   (i) cash withdrawals from our Account at one of your branches or ATMs, or at any other financial institution's ATM, in Canada;

   (ii) bill payments from our Account (that are not pre-authorized charges that we set up with a merchant) or when we transfer funds from our Account to another RBC Royal Bank bank account at one of your branches or ATMs, or through your online banking or telephone banking service;

   (iii) when we make Cash-Like transactions, in Canada.

   If the cash withdrawal or Cash-Like transaction occurs outside Canada, a $5.00 fee will be charged to our Account each time.

   Fees are charged within 3 business days from when the transaction is posted.

   There is no fee if we are using a Credit Card Cheque at our standard Interest Rate (Cash Advances including Credit Card Cheques) or Introductory Interest Rate.

   B. Promotional Rate Fee: When we take advantage of a Promotional Interest Rate offer during the promotional period by writing a Credit Card Cheque or making a balance transfer through your online banking service or by calling your Cards Customer Service at 1-800 ROYAL® 1-2 (1-800-769-2512), a fee representing up to 3% of the Credit Card Cheque or balance transfer amount will be charged to our Account. The exact Promotional Rate Fee will be disclosed at the time the offer is made to us. Fees are charged within 3 business days from when the transaction is posted.

   C. Dishonoured Payment Fee: If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a $45.00 fee will be charged to the Account on the date the payment reversal is posted. This fee is in addition to any fee charged for insufficient funds in the bank account.

   D. Statement Update Fee: No charge for a copy of Account Statement for a current statement period; $5.00 for a copy of Account Statement for any other statement period. A $1.50 fee will be charged for each Account Statement update obtained from one of your branches in Canada or at a banking machine that provides Account Statement updates.

   E. Sales/Cash Advance Draft Copy Fee: No change for a copy of a sales or Cash Advance draft referred to in the Account Statement for the current statement period; $2.00 for each copy of a sales or Cash Advance draft referred to in the Account Statement for any other statement period. (No charge for any draft copy to which an Account posting error applies.)

   F. Overlimit Fee: If the Debt exceeds the Credit Limit at any time during the period covered by an Account Statement, a $29.00 fee will be charged to the Account on the day the Debt exceeds the Credit Limit and on the first day of each subsequent Account Statement period if the Debt remains over the limit. A maximum of one Overlimit Fee per Account Statement period is charged.
5. Foreign Currency Conversion: The exchange rate shown on our Statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to our account is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars, then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the tim e a transaction was converted may be obtained at usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html. If we are paying interest on our Account, interest will also be charged on the full value of our foreign purchases, as determined by your exchange rate. For more information, please call toll-free at 1-800 ROYAL® 1-2 (1-800-769-2512).

EXHIBIT R

Royal Bank of Canada
Guarantee and Postponement of Claim

SRF:
324813542

BORROWER:
KSTONE INVESTMENT CORPORATION

BRANCH ADDRESS:
3300 HIGHWAY 7
SUITE 200
CONCORD, ON
L4K 4M3

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **KSTONE INVESTMENT CORPORATION** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **$1,500,000.00 One Million Five Hundred Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five** percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

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any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P.P.S.A Provinces.)

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 10th day of July 2020

2666492 ONTARIO LTD.

PAULA SOARES - PRESIDENT

Insert the full name and address of guarantor (Undersigned above):

Full name and address
2666492 ONTARIO LTD.
#1, 10496 KEELE ST , MAPLE, ON L6A 3Y9

EXHIBIT S

Royal Bank of Canada

General Security Agreement

SRF: 324813542
Borrower: KSTONE INVESTMENT CORPORATION

3300 HIGHWAY 7
SUITE 200
CONCORD
ONTARIO
L4K 4M3
CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

(i) all Inventory of whatever kind and wherever situate;

(ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

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

(iv) all lists, records and files relating to Debtor's customers, clients and patients;

(v) 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;

(vi) all contractual rights and insurance claims;

(vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

(viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, 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", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), 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 "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). 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 Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

(i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,

(ii) the details of any significant acquisition of Collateral,

(iii) the details of any claims or litigation affecting Debtor or Collateral,

(iv) any loss or damage to Collateral,

(v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and

(vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,

(iii) all financial statements prepared by or for Debtor regarding Debtor's business,

(iv) all policies and certificates of insurance relating to Collateral, and

(v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR 2666492 ONTARIO LTD.			
ADDRESS OF BUSINESS DEBTOR 1, 10495 KEELE ST	CITY MAPLE	PROVINCE ONTARIO	POSTAL CODE L6A3Y9

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 17TH day SEPTEMBER 2019

2666492 ONTARIO LTD.

WITNESSES

Seal

WITNESSES

Seal

Please do not write in this area

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SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

1, 10495 KEELE ST.
MAPLE
ONTARIO
CA
L6A3Y9

2. Locations of Records relating to Collateral

1, 10495 KEELE ST,
MAPLE
ONTARIO
CA
L6A3Y9

3. Locations of Collateral

1, 10495 KEELE ST,
MAPLE
ONTARIO
CA
L6A3Y9

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

Please do not write in this area

RBC324813542012012000924

®

Royal Bank of Canada
General Security Agreement

SRF:
324813542

BORROWER:
KSTONE INVESTMENT CORPORATION

BRANCH ADDRESS:
3300 HIGHWAY 7
SUITE 200
CONCORD, ON
L4K 4M3

1. SECURITY INTEREST

a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

i) all Inventory of whatever kind and wherever situate;

ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

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

iv) all lists, records and files relating to Debtor's customers, clients and patients;

v) 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;

vi) all contractual rights and insurance claims;

vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, 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", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), 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 "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). 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 Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

b) to notify RBC promptly of:

i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,

ii) the details of any significant acquisition of Collateral,

iii) the details of any claims or litigation affecting Debtor or Collateral,

iv) any loss or damage to Collateral,

v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and

vi) the return to or repossession by Debtor of Collateral;

c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

i) to deliver to RBC from time to time promptly upon request:

- i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- iv) all policies and certificates of insurance relating to Collateral, and
- v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

a) Whether or not default has occurred, Debtor authorizes RBC:

- i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

l) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:

i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the

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laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR			
2666492 ONTARIO LTD.			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
10495 KEELE STREET, UNIT 1	**MAPLE**	**ON**	**L6A 3Y9**

IN WITNESS WHEREOF executed this 10th day of July, 2020.

2666492 ONTARIO LTD.

PAULA SOARES - PRESIDENT (Seal)

(Seal)

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. **Locations of Debtor's Business Operations**

   10495 KEELE STREET, UNIT 1
   MAPLE
   ON
   CA
   L6A 3Y9

2. **Locations of Records relating to Collateral (if different from 1. above)**

3. **Locations of Collateral (if different from 1. above)**

SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

EXHIBIT T

Royal Bank of Canada
Guarantee and Postponement of Claim

SRF:
324813542

BORROWER:
KSTONE INVESTMENT CORPORATION

BRANCH ADDRESS:
3300 HIGHWAY 7
SUITE 200
CONCORD, ON
L4K 4M3

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **KSTONE INVESTMENT CORPORATION** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **$1,500,000.00 One Million Five Hundred Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five** percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

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any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P.P.S.A. Provinces) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 10th day of July 2020.

MAIN INFRASTRUCTURE LTD.

PAULA SOARES
PRESIDENT

Insert the full name and address of guarantor (Undersigned above).

Full name and address
MAIN INFRASTRUCTURE LTD.
10496 KEELE STREET, UNIT 1, VAUGHAN, ON L6A 3Y9

EXHIBIT U

Royal Bank of Canada
Guarantee and Postponement of Claim

SRF:
324813542

BORROWER:
KSTONE INVESTMENT CORPORATION

BRANCH ADDRESS:
3300 HIGHWAY 7
SUITE 200
CONCORD, ON
L4K 4M3

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **KSTONE INVESTMENT CORPORATION** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **$1,500,000.00 One Million Five Hundred Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five** percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P.P.S.A Provinces.)

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 10th day of July 2020.

WITNESS

PAULA SOARES

Insert the full name and address of guarantor (Undersigned above):

Full name and address
PAULA SOARES
68 MAPLE GROVE AVE, RICHMOND HILL, ON L4E 2X2

EXHIBIT V

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Kstone Investment Corporation
72 Elm Grove Road
Richmond Hill, ON L4E 2W8

Dear Sir/Madam:

Re: Royal Bank of Canada and Kstone Investment Corporation (the "Company")

We are the solicitors for Royal Bank of Canada ("Bank"). We have been instructed by the Bank to demand payment by the Company of the principal and interest owing to the Bank as follows:

1. Royal Bank of Canada Credit Facility Letter – dated July 7, 2020 and accepted by the Company on July 10, 2020, (the "Credit Agreement"):

   a) Facility #1 Revolving Demand Facility
   with interest at RBP + 1.39%
   Principal Amount Owing as at July 23, 2021 — $ 343,071.75

2. Master Lease Agreement dated November 5, 2019
   Repayable with interest at RBP + 5.0%
   Outstanding balance to July 23, 2021 as follows:

201000050923	$45,912.57	
201000051089	$55,751.19	
201000054110	$124,494.70	
		$ 226,158.46

3. VISA Business Facility dated September 17, 2019
   with interest at 19.99%
   Outstanding Balance as of July 23, 2021 — $ 101,404.79

Total — **$ 670,635.00**

The Bank's prime rate, as of the date of this letter, is 2.45%.

Interest will continue to accrue until payment is received at the rate set out above. In addition, the Company will be responsible for the Bank's fees and costs as provided for in the Lease Contract.

The interest rates of the Credit Agreement and Master Lease Agreement above will vary whenever the Bank's prime rate is varied so that at all times the interest rate shall be the Bank's prime rate, then in effect, plus interest rate factor listed above.

It is necessary that payment in full be received by us by 5:00 p.m. on August 11, 2021, failing which the Bank will take whatever remedies it deems appropriate to collect the full amount of the indebtedness and liability.

Enclosed are Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

cc. Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

   i. all inventory of whatever kind and wherever situate;

   ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

   iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

   iv. all lists, records and files relating to Debtor's customers, clients and patients;

   v. 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;

   vi. all contractual rights and insurance claims; and,

   vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

   - General Security Agreement

3. The total amount of indebtedness secured by the security is: $670,635.00.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   (a) 2019 new skid steer loader SV250 S/N: JAFSV250EJM457358 c/w all attachments and accessories; All Equipment, goods and services as further listed on the Strongco Limited Partnership Invoice #90795342 dated 10/11/2019, including all attachments, additions, replacements and substitutions.

2. The security that is to be enforced is the following:

   - Master Lease Agreement and Leasing Schedule

3. The total amount of indebtedness secured by the security is $45,912.57.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   (a) 2019 Kubota Tractor M7040DTNHC S/N: 97241 c/w all attachments and accessories; 2019 New Kubota snow plow 1187750 S/N: KOFV60-003 comes with all attachments and accessories; 2019 Bauman Spreader 300I 1140H S/N: 16424 c/w all attachments and accessories; All Equipment, goods and services as further listed on the Kooy Brothers Invoice #219613 dated 11/05/2019, including all attachments, additions, replacements and substitutions.

2. The security that is to be enforced is the following:

   - Master Lease Agreement and Leasing Schedule

3. The total amount of indebtedness secured by the security is $55,751.19.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   (a) 2020 Kubota Excavator KK080-4S S/N: 47971; All Equipment, goods and services as further listed on Ed Stewart's Equipment invoice no. 1134495 dated 04/01/2020, including all attachments, additions, replacements and substitutions.

2. The security that is to be enforced is the following:

   - Master Lease Agreement and Leasing Schedule

3. The total amount of indebtedness secured by the security is $124,494.70.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FLETT BECCARIO
(Founded 1919)

Flett Beccario. Barristers & Solicitors
Mailing: P. O. Box 340. Welland. ON L3B 5P9
Courier: 190 Division Street. Welland. ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Main Infrastructure Ltd.
1 – 10495 Keele Street
Maple, ON L6A 3Y9

Dear Sirs/Madams:

Re: Royal Bank of Canada and Kstone Investment Corporation (the "Company")

We act as counsel for the Bank regarding this matter.

The Bank has demanded repayment of the indebtedness owed by the Company to the Bank pursuant to the written demand attached.

We refer to your guarantee dated July 10, 2020, whereby you guaranteed the obligations of the Company to a maximum amount of $1,500,000.00 together with interest and professional costs as specified in your guarantee.

In accordance with the terms of your guarantee, the Bank hereby demands payment by you of $670,635.00 together with interest and professional costs as specified in your guarantee.

Unless payment is received by 5:00 p.m. on August 11, 2021 the Bank shall take such further and other proceedings as it deems necessary to recover the full amount of the indebtedness and obligations recoverable under the term of your guarantee.

Enclosed is a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

cc. Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Main Infrastructure Ltd.,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

i. all inventory of whatever kind and wherever situate;

ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

iv. all lists, records and files relating to Debtor's customers, clients and patients;

v. 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;

vi. all contractual rights and insurance claims; and,

vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

- General Security Agreement

3. The total amount of indebtedness secured by the security is: $670,635.00.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Kstone Investment Corporation
72 Elm Grove Road
Richmond Hill, ON L4E 2W8

Dear Sir/Madam:

Re: Royal Bank of Canada and Kstone Investment Corporation (the "Company")

We are the solicitors for Royal Bank of Canada ("Bank"). We have been instructed by the Bank to demand payment by the Company of the principal and interest owing to the Bank as follows:

1. Royal Bank of Canada Credit Facility Letter – dated July 7, 2020 and accepted by the Company on July 10, 2020, (the "Credit Agreement"):

   a) Facility #1 Revolving Demand Facility
   with interest at RBP + 1.39%
   Principal Amount Owing as at July 23, 2021 — $ 343,071.75

2. Master Lease Agreement dated November 5, 2019
   Repayable with interest at RBP + 5.0%
   Outstanding balance to July 23, 2021 as follows:

201000050923	$45,912.57
201000051089	$55,751.19
201000054110	$124,494.70

$ 226,158.46

3. VISA Business Facility dated September 17, 2019
   with interest at 19.99%
   Outstanding Balance as of July 23, 2021 $ 101,404.79

Total **$ 670,635.00**

The Bank's prime rate, as of the date of this letter, is 2.45%.

Interest will continue to accrue until payment is received at the rate set out above. In addition, the Company will be responsible for the Bank's fees and costs as provided for in the Lease Contract.

The interest rates of the Credit Agreement and Master Lease Agreement above will vary whenever the Bank's prime rate is varied so that at all times the interest rate shall be the Bank's prime rate, then in effect, plus interest rate factor listed above.

It is necessary that payment in full be received by us by 5:00 p.m. on August 11, 2021, failing which the Bank will take whatever remedies it deems appropriate to collect the full amount of the indebtedness and liability.

Enclosed are Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

cc. Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

i. all inventory of whatever kind and wherever situate;

ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

iv. all lists, records and files relating to Debtor's customers, clients and patients;

v. 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;

vi. all contractual rights and insurance claims; and,

vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

- General Security Agreement

3. The total amount of indebtedness secured by the security is: $670,635.00.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   (a) 2019 new skid steer loader SV250 S/N: JAFSV250EJM457358 c/w all attachments and accessories; All Equipment, goods and services as further listed on the Strongco Limited Partnership Invoice #90795342 dated 10/11/2019, including all attachments, additions, replacements and substitutions.

2. The security that is to be enforced is the following:

   - Master Lease Agreement and Leasing Schedule

3. The total amount of indebtedness secured by the security is $45,912.57.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   (a) 2019 Kubota Tractor M7040DTNHC S/N: 97241 c/w all attachments and accessories; 2019 New Kubota snow plow 1187750 S/N: KOFV60-003 comes with all attachments and accessories; 2019 Bauman Spreader 3001 1140H S/N: 16424 c/w all attachments and accessories; All Equipment, goods and services as further listed on the Kooy Brothers Invoice #219613 dated 11/05/2019, including all attachments, additions, replacements and substitutions.

2. The security that is to be enforced is the following:

   - Master Lease Agreement and Leasing Schedule

3. The total amount of indebtedness secured by the security is $55,751.19.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   (a) 2020 Kubota Excavator KK080-4S S/N: 47971; All Equipment, goods and services as further listed on Ed Stewart's Equipment invoice no. 1134495 dated 04/01/2020, including all attachments, additions, replacements and substitutions.

2. The security that is to be enforced is the following:

   - Master Lease Agreement and Leasing Schedule

3. The total amount of indebtedness secured by the security is $124,494.70.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FLETT BECCARIO
(Founded 1919)

Flett Beccario. Barristers & Solicitors
Mailing: P. O. Box 340. Welland. ON L3B 5P9
Courier: 190 Division Street. Welland. ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

2666492 Ontario Ltd.
1 – 10495 Keele Street
Maple, ON L6A 3Y9

Dear Sirs/Madams:

Re: Royal Bank of Canada and Kstone Investment Corporation (the "Company")

We act as counsel for the Bank regarding this matter.

The Bank has demanded repayment of the indebtedness owed by the Company to the Bank pursuant to the written demand attached.

We refer to your guarantee dated July 10, 2020, whereby you guaranteed the obligations of the Company to a maximum amount of $1,500,000.00 together with interest and professional costs as specified in your guarantee.

In accordance with the terms of your guarantee, the Bank hereby demands payment by you of $670,635.00 together with interest and professional costs as specified in your guarantee.

Unless payment is received by 5:00 p.m. on August 11, 2021 the Bank shall take such further and other proceedings as it deems necessary to recover the full amount of the indebtedness and obligations recoverable under the term of your guarantee.

Enclosed is a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

cc. Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: 2666492 Ontario Ltd.,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

i. all inventory of whatever kind and wherever situate;

ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

iv. all lists, records and files relating to Debtor's customers, clients and patients;

v. 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;

vi. all contractual rights and insurance claims; and,

vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

- General Security Agreement

3. The total amount of indebtedness secured by the security is: $670,635.00.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Kstone Investment Corporation
72 Elm Grove Road
Richmond Hill, ON L4E 2W8

Dear Sir/Madam:

Re: Royal Bank of Canada and Kstone Investment Corporation (the "Company")

We are the solicitors for Royal Bank of Canada ("Bank"). We have been instructed by the Bank to demand payment by the Company of the principal and interest owing to the Bank as follows:

1. Royal Bank of Canada Credit Facility Letter – dated July 7, 2020 and accepted by the Company on July 10, 2020, (the "Credit Agreement"):

   a) Facility #1 Revolving Demand Facility
   with interest at RBP + 1.39%
   Principal Amount Owing as at July 23, 2021 — $ 343,071.75

2. Master Lease Agreement dated November 5, 2019
   Repayable with interest at RBP + 5.0%
   Outstanding balance to July 23, 2021 as follows:

201000050923	$45,912.57	
201000051089	$55,751.19	
201000054110	$124,494.70	
		$ 226,158.46

3. VISA Business Facility dated September 17, 2019
with interest at 19.99%
Outstanding Balance as of July 23, 2021 $ 101,404.79

Total **$ 670,635.00**

The Bank's prime rate, as of the date of this letter, is 2.45%.

Interest will continue to accrue until payment is received at the rate set out above. In addition, the Company will be responsible for the Bank's fees and costs as provided for in the Lease Contract.

The interest rates of the Credit Agreement and Master Lease Agreement above will vary whenever the Bank's prime rate is varied so that at all times the interest rate shall be the Bank's prime rate, then in effect, plus interest rate factor listed above.

It is necessary that payment in full be received by us by 5:00 p.m. on August 11, 2021, failing which the Bank will take whatever remedies it deems appropriate to collect the full amount of the indebtedness and liability.

Enclosed are Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

cc. Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

   i. all inventory of whatever kind and wherever situate;

   ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

   iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

   iv. all lists, records and files relating to Debtor's customers, clients and patients;

   v. 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;

   vi. all contractual rights and insurance claims; and,

   vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

   - General Security Agreement

3. The total amount of indebtedness secured by the security is: $670,635.00.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   (a) 2019 new skid steer loader SV250 S/N: JAFSV250EJM457358 c/w all attachments and accessories; All Equipment, goods and services as further listed on the Strongco Limited Partnership Invoice #90795342 dated 10/11/2019, including all attachments, additions, replacements and substitutions.

2. The security that is to be enforced is the following:

   - Master Lease Agreement and Leasing Schedule

3. The total amount of indebtedness secured by the security is $45,912.57.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   (a) 2019 Kubota Tractor M7040DTNHC S/N: 97241 c/w all attachments and accessories; 2019 New Kubota snow plow 1187750 S/N: KOFV60-003 comes with all attachments and accessories; 2019 Bauman Spreader 300I 1140H S/N: 16424 c/w all attachments and accessories; All Equipment, goods and services as further listed on the Kooy Brothers Invoice #219613 dated 11/05/2019, including all attachments, additions, replacements and substitutions.

2. The security that is to be enforced is the following:

   - Master Lease Agreement and Leasing Schedule

3. The total amount of indebtedness secured by the security is $55,751.19.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   (a) 2020 Kubota Excavator KK080-4S S/N: 47971; All Equipment, goods and services as further listed on Ed Stewart's Equipment invoice no. 1134495 dated 04/01/2020, including all attachments, additions, replacements and substitutions.

2. The security that is to be enforced is the following:

   - Master Lease Agreement and Leasing Schedule

3. The total amount of indebtedness secured by the security is $124,494.70.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FLETT BECCARIO
(Founded 1919)

Flett Beccario, Barristers & Solicitors
Mailing: P. O. Box 340, Welland, ON L3B 5P9
Courier: 190 Division Street, Welland, ON L3B 4A2

Tel: 905-732-4481
Toll Free 1-866-473-5388

Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Paula Soares
72 Elm Grove Road
Richmond Hill, ON L4E 2W8

Paula Soares
68 Maple Avenue
Richmond Hill, ON L4E 2X2

Paula Soares
1 – 10495 Keele Street
Maple, ON L6A 3Y9

Dear Ms. Soares:

Re: Royal Bank of Canada and Kstone Investment Corporation (the "Company")

We act as counsel for the Bank regarding this matter.

The Bank has demanded repayment of the indebtedness owed by the Company to the Bank pursuant to the written demand attached.

We refer to your guarantee dated July 10, 2020, whereby you guaranteed the obligations of the Company to a maximum amount of $1,500,000.00 together with interest and professional costs as specified in your guarantee.

In accordance with the terms of your guarantee, the Bank hereby demands payment by you of $670,635.00 together with interest and professional costs as specified in your guarantee.

Unless payment is received by 5:00 p.m. on August 11, 2021 the Bank shall take such further and other proceedings as it deems necessary to recover the full amount of the indebtedness and obligations recoverable under the term of your guarantee.

Yours truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

cc. Client

FLETT BECCARIO
(Founded 1919)

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Mailing: P. O. Box 340, Welland, ON L3B 5P9
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Reply to: **J. Ross Macfarlane**, Ext. 274
Fax No.: (905) 732-2020
E-mail: jrmacfarlane@flettbeccario.com
Assistant: Charlotte K. Walton, Ext. 286
Email: cwalton@flettbeccario.com

VIA REGISTERED MAIL, REGULAR MAIL
and EMAIL: Paula@maininfrastructure.com

July 30, 2021

Kstone Investment Corporation
72 Elm Grove Road
Richmond Hill, ON L4E 2W8

Dear Sir/Madam:

Re: Royal Bank of Canada and Kstone Investment Corporation (the "Company")

We are the solicitors for Royal Bank of Canada ("Bank"). We have been instructed by the Bank to demand payment by the Company of the principal and interest owing to the Bank as follows:

1. Royal Bank of Canada Credit Facility Letter – dated July 7, 2020 and accepted by the Company on July 10, 2020, (the "Credit Agreement"):

    a) Facility #1 Revolving Demand Facility
    with interest at RBP + 1.39%
    Principal Amount Owing as at July 23, 2021 — $ 343,071.75

2. Master Lease Agreement dated November 5, 2019
Repayable with interest at RBP + 5.0%
Outstanding balance to July 23, 2021 as follows:

201000050923	$45,912.57	
201000051089	$55,751.19	
201000054110	$124,494.70	
		$ 226,158.46

3. VISA Business Facility dated September 17, 2019
   with interest at 19.99%
   Outstanding Balance as of July 23, 2021 — $ 101,404.79

Total — **$ 670,635.00**

The Bank's prime rate, as of the date of this letter, is 2.45%.

Interest will continue to accrue until payment is received at the rate set out above. In addition, the Company will be responsible for the Bank's fees and costs as provided for in the Lease Contract.

The interest rates of the Credit Agreement and Master Lease Agreement above will vary whenever the Bank's prime rate is varied so that at all times the interest rate shall be the Bank's prime rate, then in effect, plus interest rate factor listed above.

It is necessary that payment in full be received by us by 5:00 p.m. on August 11, 2021, failing which the Bank will take whatever remedies it deems appropriate to collect the full amount of the indebtedness and liability.

Enclosed are Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Yours truly,

J. ROSS MACFARLANE
For the Firm

JRM/ckw
Encl.

cc. Client

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   The undertaking of the Debtor and all of the Debtor's present and after acquired personal property, including, without limitation,

   i. all inventory of whatever kind and wherever situate;

   ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

   iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

   iv. all lists, records and files relating to Debtor's customers, clients and patients;

   v. 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;

   vi. all contractual rights and insurance claims; and,

   vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property").

2. The security that is to be enforced is the following:

   - General Security Agreement

3. The total amount of indebtedness secured by the security is: $670,635.00.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

   (a) 2019 new skid steer loader SV250 S/N: JAFSV250EJM457358 c/w all attachments and accessories; All Equipment, goods and services as further listed on the Strongco Limited Partnership Invoice #90795342 dated 10/11/2019, including all attachments, additions, replacements and substitutions.

2. The security that is to be enforced is the following:

   - Master Lease Agreement and Leasing Schedule

3. The total amount of indebtedness secured by the security is $45,912.57.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

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DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Kstone Investment Corporation,
an insolvent person

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DATED at Welland this 30th day of July, 2021.

Royal Bank of Canada
By its solicitors,
FLETT BECCARIO
Per:

J. ROSS MACFARLANE
for the Firm

EXHIBIT W

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

PROPERTY DESCRIPTION: PT LOT 24 CON 3 VAUGHAN AS IN R492335, VAUGHAN.

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 03343-0320

PIN CREATION DATE:
2003/05/01

OWNERS' NAMES
KSTONE INVESTMENT CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/05/01 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 1998/12/21 ***						
R468539	1988/05/20	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	THE TORONTO-DOMINION BANK	
R471313	1988/06/14	AGREEMENT			TOWN OF VAUGHAN	C
REMARKS: SITE PLAN						
R492335	1988/12/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	STARNINO HOLDINGS LIMITED	
R494233	1989/01/05	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY ***	MCCAULEY EQUIPMENT LTD. ATLANTIC INDUSTRIES LIMITED	
R494234	1989/01/05	NO ASSG LESSEE INT		*** DELETED AGAINST THIS PROPERTY ***	THE TORONTO-DOMINION BANK	
YR408360	2003/12/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: R468539						

Ontario ServiceOntario

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2987987	2019/07/25	APL (GENERAL)		*** COMPLETELY DELETED *** STARNINO HOLDINGS LIMITED		
REMARKS: R494233						
YR2987988	2019/07/25	APL (GENERAL)		*** COMPLETELY DELETED *** STARNINO HOLDINGS LIMITED		
REMARKS: R494234						
YR2988674	2019/07/26	TRANSFER	$2,700,000	STARNINO HOLDINGS LIMITED	KSTONE INVESTMENT CORPORATION	C
REMARKS: PLANNING ACT STATEMENTS.						
YR2988675	2019/07/26	CHARGE		*** COMPLETELY DELETED *** KSTONE INVESTMENT CORPORATION	STARNINO HOLDINGS LIMITED	
YR3244868	2021/05/03	CHARGE	$4,200,000	KSTONE INVESTMENT CORPORATION	2468778 ONTARIO INC.	C
YR3245542	2021/05/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** STARNINO HOLDINGS LIMITED		
REMARKS: YR2988675.						

EXHIBIT X

From: O'Gorman, Philip <philip.ogorman@rbc.com>
Sent: July 19, 2021 1:19 PM
To: Paula Soares
Subject: #protect Main Infrastructure Ltd follow up from our call dated July 14 2021.

This message has been archived. View the original item

Paula,

I refer to our phone call on July 14 2021, where we discussed the Main Infrastructural Ltd and related companies' proposal to exit their Banking relationship with RBC Royal Bank.

I would be grateful if you would please confirm my understanding of some of the following items discussed in our call as accurate:

- That to date, you have not commenced the process/ approached other banks regarding the referencing of the RBC Debt and that you hope to start this process in August 2021.

- That your view is that the reduced limits set out in your proposal dated June 30 2021 are achievable due to you obtaining approximately $2MM in additional finance secured on personal and Kstone Investment Corporation's assets from a private lender.

- That the property at 72a Elm Grove Ave, Richmond Hill, ON, L4E 2W8 was sold in June 2021 and that net proceeds of approximately $150K were personally received .

As outlined in our call of July 14 2021, the Bank's view is that the proposal dated June 30 2021 as presented, does not give the Bank sufficient comfort to enter into a prolonged exit of its relationship with Main Infrastructure ltd and related companies.

As discussed in our call of July 14 2021, an updated proposal which would include both details of the $2MM funding you have secured and outline what additional steps the company/ you could take to provide the Bank with comfort to address its concerns was to be provided by COB July 16 2021. Please note that to date the Bank has not received any amended proposal.

In respect of the above, please provide this updated proposal by close of business Wednesday 21 2021 otherwise the Bank may seek to exercise its rights under the various loan agreements attaching to Main Infrastructure Ltd and related companies

Thank you

Philip

Philip O'Gorman ,CPA, CA | Senior Manager | Group Risk Management | Royal Bank of Canada| 20 King Street W, 2nd Flr, Toronto, ON, Canada, M6K 1H3 | T.416-974-3723|
E-mail: philip.ogorman@rbc.com<mailto:philip.ogorman@rbc.com>

EXHIBIT Y

CITATION: RBC v. Main Infrastructure Ltd. et al, 2022 ONSC 3556
COURT FILE NO.: CV-21-00013668-0000 and CV-21-00013669-0000
DATE: 2022-06-16

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	
Royal Bank of Canada	J. Ross Macfarlane, counsel for the Plaintiff
Plaintiff	
- and -	
Main Infrastructure Ltd., Kstone Investment Corporation, 2666492 Ontario Ltd. and Paula Alexandra Esteves Soares	R. Petrovski, counsel for the Defendants
Defendants	
AND BETWEEN:	
Royal Bank of Canada	J. Ross Macfarlane, counsel for the Plaintiff
Plaintiff	
- and -	
Kstone Investment Corporation, Main Infrastructure Ltd., 2666492 Ontario Ltd. and Paula Alexandra Esteves Soares	R. Petrovski, counsel for the Defendants
Defendants	
	HEARD: May 26, 2022

THE HONOURABLE MADAM JUSTICE G. B. GAMBACORTA

REASONS FOR JUDGMENT

Overview

[1] The Plaintiff, Royal Bank of Canada (“RBC”), brings two summary judgment motions relating to its actions against Paula Alexandra Esteves Soares (“Ms. Soares”) and her three companies, namely:

- Main Infrastructure Ltd. (“Main”);
- Kstone Investment Corporation (“Kstone”); and
- 2666492 Ontario Ltd. (“266”).

[2] The Plaintiff, RBC, seeks summary judgment against the Defendants in those two actions and its associated costs on a substantial indemnity basis.

[3] Ms. Soares and the named companies defend the motions and submit that there are genuine issues which require a trial.

[4] For the reasons that follow, I grant both summary judgment motions.

Background

[5] Paula Alexandra Esteves Soares is the sole officer, director and shareholder of the defendant companies Main Infrastructure Ltd., Kstone Investment Corporation and 2666492 Ontario Ltd., collectively referred to as “the Companies”. Main and Kstone operate conjunctively in performance and maintenance of road maintenance contracts; Main performs the work and Kstone supplies the rental equipment. 266 does not carry on any business.

The Credit Facilities, General Security Agreements and Guarantees

[6] In September 2019, Kstone and RBC executed an RBC Visa Business Card Agreement limited to $150,000 repayable at a rate of 19.99% (“Kstone Visa”) and a General Security Agreement (“Kstone GSA”) in respect of outstanding indebtedness to RBC.

[7] At that time, Ms. Soares also executed two further General Security Agreements on the behalf of 266 and Main, encumbering all of the present and future inventory, equipment, accounts and other property (“266 GSA”, “Main GSA”). Ms. Soares further executed a personal guarantee and postponement limited to $650,000 in favour of RBC bearing interest at the Plaintiff’s prime rate plus 5.00% (“Soares’ Guarantee”).

[8] In November 2019, Kstone and RBC executed a Master Lease Agreement related to a revolving lease line of credit in the amount of $1,000,000 (“Kstone Lease”).

[9] In July 2020, Kstone and RBC executed a credit agreement related to a revolving demand loan in the amount of $350,000 bearing interest at the Plaintiff’s prime rate plus 1.39% (“Kstone Demand Loan”).

[10] At that time, Ms. Soares, on behalf of Kstone, executed a guarantee and postponement in favour of RBC limited to $1,175,000 bearing interest at the Plaintiff’s prime rate plus 5.00% (“Kstone Guarantee”). Further, Ms. Soares in her personal capacity as well as on the separate behalf of 266 and Main, executed three further guarantees and postponements in favour of RBC limited to $1,500,000 each bearing interest at the Plaintiffs’ prime rate plus 5.00% (“Soares Guarantee”, “266 Guarantee”, “Main Guarantee”).

[11] At this time, 266 executed a second General Security Agreement in favour of the Plaintiff.

[12] All of the credit facilities were payable on demand. Ms. Soares and her advisory board comprised of accountants reviewed and understood all of the loan agreements, guarantees and security agreements before she signed them. Ms. Soares entered into the agreements fully aware that the Plaintiff could recall the loans at its discretion. Ms. Soares and her companies enjoyed use of the credit facilities and were in good standing.

[13] In May 2021, Philip O’Gorman (“Mr. O’Gorman”), an account manager within the Special Loans and Advisory Services Division of RBC, contacted Ms. Soares with concerns related to her companies’ financial positions, increase in debt outside RBC, and potential liquidity issues. RBC requested further financial documentation and information from Ms. Soares by May 25, 2021. Ms. Soares responded to the inquiries and disclosed, amongst other things, that Kstone refinanced and increased its debt from a private lender from $2,700,000 to $4,200,000.

[14] On June 16, 2021, Mr. O’Gorman wrote to Ms. Soares advising her that the bank wished to bring its relationship with the Companies to an end. RBC asked to her to find a replacement lender and to provide a detailed written plan/proposal for repayment of all amounts owed no later than July 1, 2021. During this period, the bank allowed the facilities to revolve within the prescribed limits.

[15] On June 30, 2021, Ms. Soares provided a proposal for repayment to RBC (“the Proposal”). Therein, she provided for a gradual repayment of all facilities by December 31, 2021. The bank was not comfortable with the prolonged exit plan and allowed Ms. Soares to submit an amended proposal and further details of the approximate $2,000,000 in private funding the Companies secured, by July 16, 2021. The bank did not receive anything by close of business July 16, 2021.

[16] On July 19, 2021, Mr. O'Gorman emailed Ms. Soares extending the deadline for same to close of business July 21, 2021. Nothing was received. At 6:20 p.m. on July 21, 2021, Ms. Soares wrote to Mr. O'Gorman requesting an extension of the submission deadline to August 3, 2021.

[17] On July 30, 2021, Mr. O'Gorman emailed Ms. Soares advising her that RBC would be taking steps to obtain repayment of the outstanding facilities. Formal demands were served upon the Defendants by registered mail on July 30, 2021 requesting payment by 5:00 p.m. on August 11, 2021. The Defendants did not make payment in response to the demands.

[18] Notwithstanding the demands and lack of repayment, RBC permitted the various facilities to be used by the Defendants until October 8, 2021, at which time the facilities were closed.

[19] As at November 12, 2021, $628,799.07 was owing to RBC by the Defendants on account of all the credit facilities. The outstanding loans continue to accumulate interest, as the Defendants have neither found another lender nor repaid them.

Position of the Parties

[20] The Plaintiff's position is that this is a simple collection matter. On-demand credit facilities were advanced and used for the benefit of the debtors. The Plaintiff's position is that the demand was made, repayment is outstanding, and summary judgment should be granted as there is no genuine issue requiring a trial.

[21] The Defendants' position is that there are genuine issues requiring a trial. They cite instances of the Plaintiff's conduct throughout the business relationship with the Defendants as evidence of bad faith conduct or suspicious motive. As a result, the Defendants submit the credibility of the Plaintiff is an issue which requires a trial and renders summary judgment unavailable to the Plaintiff.

[22] Further, the Defendants contend the Plaintiff has conducted itself capriciously and arbitrarily with respect to the credit facility agreements which places them in a clear breach of the duty to exercise contractual discretionary powers in good faith, disentitling them from judgment.

Law & Analysis

[23] Pursuant to Rule 20.01, a Plaintiff may move with supporting affidavit material or other evidence for summary judgment on all or part of the claim in the Statement of Claim after the Defendant has delivered a Statement of Defence.

[24] Where a responding party alleges there is a genuine issue to be tried, the responding party may not rest solely on the allegations or denials in the party's

pleadings, but must set out, in affidavit material or other evidence, specific facts showing that there is a genuine issue requiring a trial. See Rule 20.02(2).

[25] Summary judgment motions must be granted whenever there is no genuine issue requiring a trial. There will be no genuine issue requiring a trial when the judge is able to reach a fair and just determination on the merits on a motion for summary judgment. This will be the case when the process: (1) allows the judge to make the necessary findings of fact; (2) allows the judge to apply the law to the facts; and (3) is a proportionate, more expeditious and less expensive means to achieve a just result. See: *Hryniak v. Mauldin*, 2014 SCC 7, [2014] 1 S.C.R. 87.

[26] The new fact-finding powers granted to motion judges in Rule 20.04 may be employed on a motion for summary judgment unless it is in the interest of justice for them to be exercised only at trial. See: *Hryniak*.

[27] Under the threshold test for when a motion judge could employ the evidentiary powers available under Rule 20.04(2)(a), the “interest of justice” requires that the new powers be exercised only at trial, unless a motion judge can achieve the “full appreciation” of the evidence and issues required to make dispositive findings on a motion for summary judgment. The motion judge should assess whether the benefits of the trial process, including the opportunity to hear and observe witnesses, to have the evidence presented by way of a trial narrative, and to experience the fact-finding process first-hand, are necessary to fully appreciate the evidence in the case. See: *Hryniak*.

[28] At a motion for summary judgment, the court is entitled to assume the parties have each put their best foot forward in making or responding to the motion.

<u>Is there a genuine issue requiring a trial?</u>

[29] First, I must determine if there is a genuine issue requiring trial based on the evidence before me, without using the fact-finding powers bestowed by Rule 20.04.

[30] On a review of the evidence before me, I am satisfied that I have been furnished with the necessary evidence required to make the findings of fact necessary to resolve this dispute in a fair and just manner.

[31] This case does not require multiple fact-findings based on conflicting evidence from a number of witnesses, and it does not involve an extensive record. Conversely, it is driven by contractual documents, with few witnesses, and there are limited contentious factual issues, making it an appropriate case for summary judgment.

[32] I have been furnished with all of the agreements and correspondence between the parties as exhibits to the affidavits of Philip O’Gorman and Paola Alexandra

Esteves Soares, and the transcript and exhibits from the cross-examination of Paola Alexandra Esteves Soares.

[33] Further, I have received both the Notice of Motion and Motion Records of both parties. While the Defendants resist this motion, arguing the court cannot reach a fair and just determination on the merits because issues of credibility are important to the action, they have not presented any evidence supporting their allegations or any defence to the action proper.

[34] I will, in turn, address the main issues raised by the Defendants, which I find I have the necessary evidence to resolve.

The Plaintiff induced Ms. Soares to execute Guarantees and GSAs without advising of the ramifications of the agreements and without instructing Ms. Soares to seek independent legal advice.

[35] Ms. Soares' own evidence undermines this argument. I find Paola Soares, as an officer and director of the three named corporate Defendants, voluntarily entered into credit facility agreements and guarantees with the Plaintiff bank. On her evidence, she voluntarily did so and understood all the documents and liability she exposed herself to in the event of demand repayment. She deposed that she read and reviewed everything she signed with her advisory board (composed of accounting professionals) before doing so and acknowledged her understanding that the Plaintiff had the power to recall the facilities at its sole discretion.

[36] Despite the allegation, there is no evidence presented of any inducement by the Plaintiff to execute any of the agreements. Further, I find there was no obligation on the Plaintiff to ensure the Defendants obtained independent legal advice prior to signing the guarantees given Ms. Soares' position as a principal (officer and director) of the corporations and the fact she received the direct benefit of the loan. See: *Toronto Dominion Bank v. 1503345 Ontario Ltd.,* 2006 CanLII 16373 (ONSC) at para. 22.

[37] Further, and in the absence of any evidence of misrepresentation, fraud or undue influence, the argument related to the absence of independent legal advice provides no defence to a claim on a guarantee. See: *Trez Capital Limited Partnership v. Ontario International College Inc.*, 2018 ONSC 4978, 85 BLR (5^{th}) 135, at para. 42.

The Defendants allege that the Plaintiff breached their duty to exercise contractual discretion in good faith and instead acted capriciously and arbitrarily by demanding repayment without reason, despite no instance of default and a reasonable plan for repayment.

[38] As noted above, Ms. Soares deposed her clear understanding of the nature of demand facilities. There was no requirement of an event of default in order for the

Plaintiff to recall the loans. Demand was at RBC's discretion. Despite this understanding, the Defendants rely heavily on 'no instance of default in payment' in support of this argument and fail to acknowledge that a change in financial viability (due to debt incurred outside of RBC) can constitute default.

[39] While the Defendants allege bad faith on the part of the Plaintiff, the evidence reveals the opposite to be true.

[40] When the Plaintiff became concerned with the financial viability of the defendant corporations, they requested more information from Ms. Soares. Given the increase in debt outside of the Plaintiff's credit facilities, the bank gave notice of their intention to recall the loans. Ms. Soares was given an opportunity to make a proposal for repayment. Unsatisfied with the prolonged proposal for repayment she provided, the bank extended a further opportunity for her to re-submit. She did not avail herself of that opportunity and the bank issued their formal demand for repayment. The Defendants did not make any payment in accordance with demand deadlines. There is evidence the bank extended use of the facilities, in good faith, beyond the demand deadlines despite not receiving any repayment. Further, the Defendants acknowledge that they have not made any payments to date.

[41] This is a clear case of default with no evidentiary foundation for the allegations made by the Defendants. What's more, in a case where the credibility of the Plaintiff is being advanced as an issue requiring a trial, the Defendants chose not to have the cross-examination of the Plaintiff transcribed or included in evidence on this motion. It can only be inferred that it could not help in supporting their position in this regard.

[42] In short, there is no genuine issue for trial. Ms. Soares knew what she was signing and knew of the possible legal consequences of a demand coming at the lender's sole discretion. There was no misrepresentation and no requirement for independent legal advice for a guarantor who is a direct beneficiary from the loan transaction. In any event, the Defendants have no defence to the Plaintiff's claim to enforce the Guarantees.

[43] For the above reasons, I grant Royal Bank of Canada summary judgment against all Defendants in both actions for the following amounts:

- CV-21-00013668-0000:

    i. The Defendant, Main Infrastructure Ltd. (the "Company"), shall pay to the Plaintiff the sum of $428,792.96, under the Royal Bank of Canada Credit Agreement dated January 15, 2020, as amended by letter dated July 7, 2020 and accepted by the Company on July 10, 2020 (collectively the "Credit Agreement").

ii. The Company shall pay pre-judgment and post-judgment interest on the amount set out in paragraph 1 above at the Plaintiff's prime rate plus 1.75% per annum from November 12, 2021, as provided in the Credit Agreement.

iii. The Company shall pay to the Plaintiff the sum of $145,815.22, as provided in the Royal Bank Visa Business Card Agreement (the "Visa Agreement") dated September 17, 2019.

iv. The Company shall pay pre-judgment and post-judgment interest on the amount set out in paragraph 3 above at the rate of 19.99% per annum from November 12, 2021, as provided in the Visa Agreement.

v. The Defendant, Kstone Investment Corporation ("Kstone"), shall pay to the Plaintiff the sum of $574,608.18, due and owing under the Guarantee and Postponement of Claim in writing dated July 10, 2020, (the "Kstone Guarantee").

vi. The Defendant, Kstone, shall pay pre-judgment and postjudgment interest on the amount set out in paragraph 5 above at the Plaintiff's prime rate plus 5.00% per annum November 12, 2021 as provided in the Kstone Guarantee.

vii. The Defendant, 2666492 Ontario Ltd. ("266"), shall pay to the Plaintiff the sum of $574,608.18, due and owing under the Guarantee and Postponement of Claim in writing dated July 10, 2020, (the "266 Guarantee").

viii. The Defendant, 266, shall pay pre-judgment and postjudgment interest on the amount set out in paragraph 7 above at the rate of the Plaintiff's prime rate plus 5.00% per annum from November 12, 2021 as provided in the 266 Guarantee.

ix. The Defendant, Paula Alexandra Esteves Soares ("Soares"), shall pay to the Plaintiff the sum of $574,608.18, due and owing under the Guarantee and Postponement of Claim in writing dated July 10, 2020, (the "Soares Guarantee").

x. The Defendant, Soares, shall pay pre-judgment and postjudgment interest on the amount set out in paragraph 9 above at the rate of the Plaintiff's prime rate plus 5.00% per annum from November 12, 2021 as provided in the Soares Guarantee.

xi. The Company, 266 and Kstone, shall forthwith deliver to the Plaintiff possession of their respective personal property in accordance with the general security agreements as follows:

1. General Security Agreement dated September 17, 2019 (the "Main GSA");

2. General Security Agreement dated September 17, 2019 (the "266 GSA"); and

3. General Security Agreement dated September 17, 2019 (the "Kstone GSA").

- CV-21-00013669-0000:

  i. The Defendant, Kstone Investment Corporation (the "Company"), shall pay to the Plaintiff the sum of $302,648.88, under the Royal Bank of Canada Credit Agreement dated July 7, 2020 and accepted by the Company on July 10, 2020 (the "Credit Agreement").

  ii. The Company shall pay pre-judgment and post-judgment interest on the amount set out in paragraph 1 above at the Plaintiff's prime rate plus 1.39% per annum from November 12, 2021, as provided in the Credit Agreement.

  iii. The Company shall pay to the Plaintiff the sum of $220,845.29, under the Royal Bank of Canada Master Lease Agreement dated November 5, 2019 and Leasing Schedules 201000050923 (November 5, 2019), 201000051089 (November 29, 2019) and 201000054110 (June 8, 2020) (collectively the "Lease").

  iv. The Company shall pay pre-judgment and post-judgment interest on the amount set out in paragraph 3 above at the Plaintiff's prime rate plus 5.00% per annum from November 12, 2021, as provided in the Lease.

  v. The Company shall forthwith deliver possession of certain equipment to the Plaintiff in accordance with the Lease, as listed in Schedule "A" to this Judgment.

  vi. The Company shall pay to the Plaintiff the sum of $105,304.90 from November 12, 2021, as provided in the Royal Bank Visa Business Card Agreement (the "Visa Agreement") dated September 17, 2019.

  vii. The Company shall pay pre-judgment and post-judgment interest on the amount set out in paragraph 6 above at the rate of 19.99% per annum from November 12, 2021, as provided in the Visa Agreement.

  viii. The Defendant, Main Infrastructure Ltd. ("Main"), shall pay to the Plaintiff the sum of $628,729.07, due and owing under the Guarantee and Postponement of Claim in writing dated July 10, 2020, (the "Main Guarantee").

ix. The Defendant, Main, shall pay pre-judgment and postjudgment interest on the amount set out in paragraph 8 above at the Plaintiff's prime rate plus 5.00% per annum November 12, 2021 as provided in the Main Guarantee.

x. The Defendant, 2666492 Ontario Ltd. ("266"), shall pay to the Plaintiff the sum of $628,729.07, due and owing under the Guarantee and Postponement of Claim in writing dated July 10, 2020, (the "266 Guarantee").

xi. The Defendant, 266, shall pay pre-judgment and postjudgment interest on the amount set out in paragraph 10 above at the rate of the Plaintiff's prime rate plus 5.00% per annum from November 12, 2021 as provided in the 266 Guarantee.

xii. The Defendant, Paula Alexandra Esteves Soares ("Soares"), shall pay to the Plaintiff the sum of $628,729.07, due and owing under the Guarantee and Postponement of Claim in writing dated July 10, 2020, (the "Soares Guarantee").

xiii. The Defendant, Soares, shall pay pre-judgment and postjudgment interest on the amount set out in paragraph 12 above at the rate of the Plaintiff's prime rate plus 5.00% per annum from November 12, 2021 as provided in the Soares Guarantee.

xiv. The Company, 266 and Main, shall forthwith deliver to the Plaintiff possession of their respective personal property in accordance with the general security agreements as follows:

1. General Security Agreement dated September 17, 2019 (the "Company GSA");

2. General Security Agreement dated September 17, 2019 and a second dated July 10, 2020 (collectively the "266 GSA"); and

3. General Security Agreement dated September 17, 2019 (the "Main GSA").

Costs

[44] If the parties cannot agree upon costs, the Plaintiff shall serve and file their costs submissions within seven days; the Defendants shall serve and file their costs

submissions within five days thereafter; and a reply, if any, shall be served and filed within three days thereafter. Costs submissions shall be limited to three pages (double spaced). If no written submissions are received during these timeframes, the parties will be deemed to have resolved the issue of costs as between themselves.

G.B. Gambacorta, J.

Released: 2022-06-16

Schedule "A"

a. Leasing Schedule 201000050923

   i. 2019 new skid steer loader c/w attachments and accessories, Model: SV250, S/N: JAFSV250EJM457358;

   All Equipment, goods and services as further listed on the Strongco Limited Partnership Invoice # 90795342 dated 10/11/2019, including all attachments, additions, replacements and substitutions;

b. Leasing Schedule: 201000051089

   i. 2019 Kubota Tractor c/w all attachments and accessories, Model: M7040DTNHC, S/N: 97241

   ii. 2019 New Kubota snowplow comes with all attachments and accessories, Model: 1187750, S/N: KOFVS0-003

   iii. 2019 Bauman Spreader300I c/w all attachments and accessories, Model: 1140H, S/N: 16424

   All Equipment, goods and services as further listed on the Kooy Brothers Invoice # 219613 dated 11/05/2019, including all attachments, additions, replacements and substitutions.

c. Leasing Schedule: 201000054110

   i. 2020 Kubota Excavator, Model: KK080-4S, S/N: 47971;

   All Equipment, goods and services re: Supplier: Ed Stewart's Equipment Invoice #: 1134495, Date: 04/01/2020, Equipment Cost: $129,500.00, including all attachments, additions, replacements and substitutions.

CITATION: RBC v. Main Infrastructure Ltd. et al, 2022 ONSC 3556
COURT FILE NO.: CV-21-00013668-0000 and CV-21-00013669-0000
DATE: 2022-06-16

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

Royal Bank of Canada

Plaintiff

- and -

Main Infrastructure Ltd., Kstone Investment Corporation, 2666492 Ontario Ltd. and Paula Alexandra Esteves Soares

Defendants

AND BETWEEN:

Royal Bank of Canada

Plaintiff

- and -

Main Infrastructure Ltd., Kstone Investment Corporation, 2666492 Ontario Ltd. and Paula Alexandra Esteves Soares

Defendants

REASONS FOR JUDGMENT

Gambacorta, J.

Released: 2022-06-16

EXHIBIT Z

THIRD PARTY DEMAND

Cover Sheet

Print

Canada Revenue Agency | Agence du revenu du Canada

Notice details

Date	MAR 1 0 2022
Contact name	A. Mezher
Telephone number	(905) 517-1725 Ext
Toll free number	1 833-744-5431 Ext
Account number	790497085RT0001

Royal Bank of Canada (RTP)
3rd Party Demands
10 York Mills Road
Suite 500 5th Floor
North York ON M2P 0A2

Requirement to pay

The following taxpayer(s) owe(s) **$861,685.09** for the account 790497085RT0001.

MAIN INFRASTRUCTURE LTD.
68 MAPLE GROVE AVE.,
RICHMOND HILL ON L4E 2X2

This requirement to pay from the Minister of National Revenue requires you to send us any money you would otherwise pay to the taxpayer; but do not send more than $861,685.09, at the rate of 100% of all payments. For requirements to pay, money includes amounts from any assets of the taxpayer that can be converted into cash.

You are required to pay under subsections 317(1), (2), and/or (6) of the Excise Tax Act, subsections 289(1), (2), and/or (4) of the Excise Act, 2001, subsections 75(1), (2), and/or (5) of the Air Travellers Security Charge Act, or subsections 89(1), (2), and/or (4) of the Softwood Lumber Products Export Charge Act, 2006, or subsections 153(1), (2) and/or (4) of the Greenhouse Gas Pollution Pricing Act.

Money you owe or are paying to the taxpayer

You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

1. If you owe money to the taxpayer now, you must send us this amount right away.
2. If you owe money to the taxpayer within the next year, you must send this amount to us as soon as this money becomes due.
3. If you owe money to the taxpayer within or after one year, such as interest, rent, salary or wages, dividends, annuities, or any other periodic payments, you must send this money to us as soon as it becomes due.

Please make your payment payable to the Receiver General.

Your legal obligation

You are required to send this money to us even if you were planning to or have been directed to send money that would otherwise be payable to the taxpayer, to a creditor of the taxpayer, the taxpayer's representative, or to any other person.

Notice details

Date MAR 1 0 2022

Royal Bank of Canada (RTP)
3rd Party Demands
10 York Mills Road
Suite 500 5th Floor
North York ON M2P 0A2

Your liability

If you do not pay the money that is required according to the terms of this requirement, you will become liable for the payment of this money.

Keep records

Keep a copy of this requirement to pay for at least **one year**. Also keep a detailed record of all payments you send us for at least six years from the date of this requirement.

For more information regarding requirements to pay, go to **canada.ca/cra-requirement-to-pay**.

Collections Officer

2022/03/16 2:03:55:37 PM

Détails concernant l'avis

Date	10 MARS 2022
Personne-ressource	A. Mezher
Numéro de téléphone	(905) 517-1725 Poste
Numéro sans frais	1 833-744-5431 Poste
Numéro de compte	790497085RT0001

Royal Bank of Canada (RTP)
3rd Party Demands
10 York Mills Road
Suite 500 5th Floor
North York ON M2P 0A2

Demande formelle de paiement

Le contribuable suivant doit **861 685,09 $** pour le compte 790497085RT0001.

MAIN INFRASTRUCTURE LTD.
68 MAPLE GROVE AVE.,
RICHMOND HILL ON L4E 2X2

Cette demande formelle de paiement du ministre du Revenu national exige que vous nous remettiez les sommes que vous devez verser au contribuable. Toutefois, n'envoyez pas plus que 861 685,09 $, au taux de 100 % de tous les paiements. Ces sommes comprennent les biens du contribuable qui peuvent être convertis en espèces.

Vous êtes tenu de payer conformément aux paragraphes 317(1), (2) et/ou (6) de la Loi sur la taxe d'accise, aux paragraphes 289(1), (2) et/ou (4) de la Loi de 2001 sur l'accise, aux paragraphes 75(1), (2) et/ou (5) de la Loi sur le droit pour la sécurité des passagers du transport aérien, ou aux paragraphes 89(1), (2) et/ou (4) de la Loi de 2006 sur les droits d'exportation de produits de bois d'oeuvre, ou aux paragraphes 153(1), (2), et/ou (4) de la Loi sur la tarification de la pollution causée par les gaz à effet de serre.

Les sommes que vous versez ou devrez verser au contribuable

Vous devez peut-être des sommes au contribuable maintenant ou vous devrez peut-être payer le contribuable plus tard. D'une façon ou d'une autre, vous devez envoyer ces sommes au lieu de payer le contribuable.

1. Si vous devez une somme au contribuable en ce moment, faites-nous la parvenir immédiatement.
2. Si vous devez verser une somme au contribuable au cours de la prochaine année, faites-nous la parvenir dès qu'elle sera payable.
3. Si vous devez verser une somme au contribuable au cours de la prochaine année ou après, comme des intérêts, un loyer, un salaire ou un traitement, un dividende, une rente ou tout autre paiement périodique, faites-nous la parvenir dès qu'elle sera payable.

Veuillez faire vos paiements au nom du receveur général.

Votre obligation selon la loi

Vous êtes tenu de nous faire parvenir les sommes, même si vous avez prévu ou si on vous a demandé de les envoyer à un créancier, au représentant du contribuable ou à toute autre personne.

Votre responsabilité

À défaut de verser les sommes exigibles conformément aux modalités de cette demande, vous serez responsable de leur paiement.

Détails concernant l'avis

Date 10 MARS 2022

Royal Bank of Canada (RTP)
3rd Party Demands
10 York Mills Road
Suite 500 5th Floor
North York ON M2P 0A2

Conservation des registres

Veuillez conserver une copie de cette demande formelle de paiement pendant au moins **un an**. Tenez aussi un registre détaillé de chaque paiement que vous nous envoyez pendant au moins six ans suivant la date de cette demande.

Pour en savoir plus sur les demandes formelles de paiement, allez à **canada.ca/arc-demande-formelle-de-paiement**.

Agent de recouvrement

Canada Revenue Agency | Agence du revenu du Canada

Protected B when completed

Response - requirement to pay

If no money is due or payable to the taxpayer
Please provide us with the details by returning this form to the address shown below or by calling the contact on the requirement to pay.

Account number 790497085RT0001	**Return address** Ottawa Tax Services Office 333 Laurier Ave West Ottawa ON K1A 0L9 ATTN: A. Mezher
Taxpayer name MAIN INFRASTRUCTURE LTD.	
Third party Royal Bank of Canada (RTP) 3rd Party Demands	**Reference number** 006468291

Reason no money is due or payable:

Name (print)	**Telephone number**	
	Date	**Position**

Note
Returning this form does not relieve you of your obligation to comply with the requirement to pay.

(Ce formulaire est disponible en français.)

Canada

Agence du revenu du Canada | Canada Revenue Agency

Protégé B une fois rempli

Réponse - demande formelle de paiement

Si aucune somme n'est à payer ou ne sera versée au contribuable
Veuillez fournir les détails en retournant ce formulaire à l'adresse mentionnée ci-dessous ou en téléphonant la personne-ressource indiquée sur la demande formelle de paiement.

Numéro de compte 790497085RT0001	**Adresse de retour** Services fiscaux d'Ottawa 333 rue Laurier Ouest Ottawa ON K1A 0L9 ATTN: A. Mezher
Nom du contribuable MAIN INFRASTRUCTURE LTD.	
Tiers Royal Bank of Canada (RTP) 3rd Party Demands	**Numéro de référence** 006468291

Raison pour laquelle aucune somme n'est à payer ou ne sera versée :

___

___

___

Nom (en lettres moulées)	**Numéro de téléphone**	
	Date	**Poste**

Remarque
Le fait de retourner ce formulaire ne vous libère pas de votre obligation de vous conformer à cette demande formelle de paiement.

(This form is available in English.)

RC2500 F (22)X

Canada

The payment of this remittance CANNOT be made at a financial institution and must be forwarded to a Canada Revenue Agency office.

Vous NE POUVEZ PAS effectuer votre versement à un établissement financier. Veuillez retourner votre versement à un bureau de l'Agence du revenu du Canada.

2030000020000900790497085RT000100000000008616850920300009

Tax Debtor - Débiteur fiscal
MAIN INFRASTRUCTURE LTD.

Amount paid - Montant du paiement

Royal Bank of Canada (RTP)
3rd Party Demands
10 York Mills Road
Suite 500 5th Floor
North York
ON M2P 0A2

Contact: A. Mezher | Tel. - Tél.: (905) 517-1725 | Ext. - Poste

Reference number - Numéro de référence

Third Party Remittance Voucher
Pièce de versement pour le tiers
Remitting Third Party - Tiers payeur

Account number - Numéro de compte: 790497085RT0001

Canada Revenue Agency | Agence du revenu du Canada

| | 9891 | 20 | 9 | RC103 (17)X

Canada Revenue Agency | Agence du revenu du Canada

RC103 (17)X

Royal Bank of Canada (RTP)
3rd Party Demands

10 York Mills Road
Suite 500 5th Floor
North York
ON M2P 0A2

MAIN INFRASTRUCTURE LTD.

68 MAPLE GROVE AVE.,

RICHMOND HILL ON L4E 2X2

National Sub-ledger/Ontario Regional Collection Centre		
Contact	Tel. - Tél.	Ext. - Poste
A. Mezher	(905) 517-1725	

Account number - Numéro de compte	Date	Amount paid - Montant du paiement
790497085RT0001		.
Reference number - Numéro de référence	**Date**	**Amount paid - Montant du paiement**
		.

Canada Revenue Agency | Agence du revenu du Canada

	9891	20	9	RC103 (17)X

Third Party Remittance Voucher
Pièce de versement pour le tiers
Remitting Third Party - Tiers payeur

Account number - Numéro de compte
790497085RT0001

Reference number - Numéro de référence

Contact	Tel. - Tél.	Ext. - Poste
A. Mezher	(905) 517-1725	

Royal Bank of Canada (RTP)
3rd Party Demands

10 York Mills Road
Suite 500 5th Floor
North York
ON M2P 0A2

Tax Debtor - Débiteur fiscal
MAIN INFRASTRUCTURE LTD.

Amount paid - Montant du paiement

.

2030000020000900790497085RT000100000000008616850920300009

The payment of this remittance CANNOT be made at a financial institution and must be forwarded to a Canada Revenue Agency office.

Vous NE POUVEZ PAS effectuer votre versement à un établissement financier. Veuillez retourner votre versement à un bureau de l'Agence du revenu du Canada.

To make your payment directly to the CRA, return the bottom portion with your cheque or money order made payable to the Receiver General to the address shown below. To help us credit your payment, write the tax debtor's account number on the back of your cheque or money order.

Pour effectuer votre paiement directement à l'ARC, retournez la partie inférieure avec votre chèque ou mandat payable au Receveur général à l'adresse indiquée ci-dessous. Pour nous aider à créditer votre paiement, inscrivez le numéro de compte du débiteur fiscal à l'endos de votre chèque ou mandat.

We will charge a fee for any dishonoured payment.

DO NOT staple, paper clip, tape or fold voucher or your cheque.

DO NOT mail cash.

Vous devrez payer des frais si votre paiement est refusé.

NE PAS agrafer, utiliser de trombone ou de ruban adhésif, plier le formulaire ou le chèque.

NE PAS envoyer de l'argent comptant.

Canada Revenue
Agency
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

Agence du revenu
du Canada
CP 3800 SUCC A
SUDBURY ON P3A 0C3

Canada Revenue
Agency
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

Agence du revenu
du Canada
CP 3800 SUCC A
SUDBURY ON P3A 0C3

We will charge a fee for any dishonoured payment.

DO NOT staple, paper clip, tape or fold voucher or your cheque.

DO NOT mail cash.

Vous devrez payer des frais si votre paiement est refusé.

NE PAS agrafer, utiliser de trombone ou de ruban adhésif, plier le formulaire ou le chèque.

NE PAS envoyer de l'argent comptant.

ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

RBBDA30000_3667590 E D 02226 00030
MAIN INFRASTRUCTURE LTD.
UNIT 1
10495 KEELE ST
MAPLE ON L6A 3Y9

February 28, 2022 to March 31, 2022

Account number: **02226 100-385-4**

How to reach us:
Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada
3300 HWY 7-3RD FLR/SUITE 321, VAUGHAN, ON L4K 4M3

Opening balance on February 28, 2022	$4,706.23
Total deposits & credits (0)	+ 0.00
Total cheques & debits (2)	- 4,706.23
Closing balance on March 31, 2022	**= $0.00**

Account Activity Details

Date	Description	Cheques & Debits ($)	Deposits & Credits ($)	Balance ($)
	Opening balance			**4,706.23**
04 Mar	Activity fee	277.00		4,429.23
18 Mar	BR TO BR - Debit Memo 5654 Legal/Third party demand CRA PAYMENT	4,429.23		0.00
	Closing balance			**0.00**

Account Fees: $277.00

ROYAL BANK OF CANADA -and- MAIN INFRASTRUCTURE LTD, et al
Applicant Respondents

Court File No. CV-22-00683684-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF PHILIP O'GORMAN

FLETT BECCARIO
190 Division Street
P.O. Box 340
Welland ON L3B 5P9

J. Ross Macfarlane (LSO# 36417N)
jrmacfar@flettbeccario.com
Tel: (905) 732-4481

Lawyers for the applicant

TAB 3

Court File No. CV-22-00683684-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 11th
	)	
JUSTICE KIMMEL	)	DAY OF JULY, 2022

B E T W E E N :

ROYAL BANK OF CANADA

Applicant

\- and –

MAIN INFRASTRUCTURE LIMITED, KSTONE INVESTMENT CORPORATION,
and 2666492 ONTARIO LTD.

Respondents

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended

ORDER
(appointing Receiver)

THIS MOTION made by 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 Main Infrastructure Ltd., Kstone Investment Corporation, and 2666492 Ontario Ltd. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Philip O'Gorman affirmed July 6, 2022 and the Exhibits thereto and on hearing the submissions of counsel for applicant, no one appearing for respondents although duly served as appears from the affidavit of service of Charlotte K. Walton sworn July 6, 2022 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 Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors or any one of them acquired for, or used in relation to a business carried on by the Debtors or any one of them, 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 Debtors, 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 Debtors;

(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 Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(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 Debtors, 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 Debtors, 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,

without the approval of this Court in respect of any transaction not exceeding $50,000.00, provided that the aggregate consideration for all such transactions does not exceed $250,000.00; and

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 Debtors;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

(r) to execute an assignment in bankruptcy in respect of any of the Debtors, in its discretion; and

(s) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (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 Debtors, 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 DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors 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 Debtors 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 Debtors, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 Debtors, 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 Debtors 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 Debtors 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 Debtors' 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 Debtors 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 Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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 Debtors, 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.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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 consider necessary or desirable, provided that the outstanding principal amount does not exceed $150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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 if the service or distribution of documents by e-mail 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

Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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

26. 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.

27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

28. 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.

29. 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.

30. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff’s 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 Debtors' estate with such priority and at such time as this Court may determine.

31. 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.

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 Main Infrastructure Ltd., Kstone Investment Corporation, and 2666492 Ontario Ltd. acquired for, or used in relation to a business carried on by the Debtors, 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__ (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:

ROYAL BANK OF CANADA -and- MAIN INFRASTRUCTURE LTD, et al
Applicant Respondents

Court File No. CV-22-00683684-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER
(appointing Receiver)

FLETT BECCARIO
190 Division Street
P.O. Box 340
Welland ON L3B 5P9

J. Ross Macfarlane (LSO# 36417N)
jrmacfar@flettbeccario.com
Tel: (905) 732-4481

Lawyers for the applicant

TAB 4

Court File No. CV-22-00683684-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

-and-

MAIN INFRASTRUCTURE LTD., KSTONE INVESTMENT CORPORATION, and 2666492 ONTARIO LTD.

Respondents

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended

CONSENT TO ACT

The undersigned, Grant Thornton Limited. ("Grant Thornton"), hereby consents to the appointment of Grant Thornton as receiver, without security, of all of the assets, undertakings and properties of the Respondents, Kstone Investment Corporation, Main Infrastructure Ltd., and 2666492 Ontario Ltd. pursuant to the provisions of subsection 243(1) of the Bankruptcy and Insolvency Act, R.S.O. 1990, c. C.43, as amended, and the terms of an order substantially in the form filed in this proceeding.

DATED at Toronto, Ontario, this 5 day of July, 2022

Grant Thornton Limited

Per:

Name: Jake Wiebe, CPA, CA, CIRP, LIT
Title: Senior Vice President

I have authority to bind the corporation

ROYAL BANK OF CANADA -and- MAIN INFRASTRUCTURE LTD, et al
Applicant Respondents

Court File No. CV-22-00683684-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

CONSENT TO ACT

FLETT BECCARIO
190 Division Street
P.O. Box 340
Welland ON L3B 5P9

J. Ross Macfarlane (LSO# 36417N)
jrmacfar@flettbeccario.com
Tel: (905) 732-4481

Lawyers for the applicant

ROYAL BANK OF CANADA -and- MAIN INFRASTRUCTURE LTD, et al
Applicant Respondents

Court File No. CV-22-00683684-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD

FLETT BECCARIO
190 Division Street
P.O. Box 340
Welland ON L3B 5P9

J. Ross Macfarlane (LSO# 36417N)
jrmacfar@flettbeccario.com
Tel: (905) 732-4481

Lawyers for the applicant