

Court File No. CV-22-00691422-00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.

Respondents

APPLICATION RECORD

December 8, 2022

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Puya Fesharaki (LSO# 70588L)
Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Alexander Overton (LSO# 84789P)
Email: aoverton@tgf.ca
Tel: (416) 304-0815

Lawyers for the Applicant, National Bank of Canada

INDEX

Court File No. CV-22-00691422-00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.

Respondents

INDEX

Tab	Document
1	Notice of Application issued on December 8, 2022
2	Affidavit of Alexandre Cyr sworn December 7, 2022
A	Corporation Profile Reports
B	Property Letter of Offer dated October 27, 2017, amended by letter dated November 15, 2017
C	Gas Letter of Offer dated February 6, 2018
D	Property Security - General Security Agreement dated January 8, 2018, Charge/Mortgage dated January 1, 2018 and General Assignment of Rents, Leases dated January 1, 2018 and Unlimited Guarantee dated January 8, 2018
E	Gas Security - General Security Agreement dated January 8, 2018 and Unlimited Guarantee dated January 8, 2018
F	Personal Guarantees dated January 8, 2018 and February 20, 2018
G	PPSA Registrations dated January 11, 2018

H	Parcel Abstract of the Real Property dated December 7, 2022
I	Default Letter dated March 9, 2020
J	Default Letter dated September 30, 2020
K	Default Letter dated November 12, 2020
L	Default Letter dated July 2, 2021
M	Letter dated September 20, 2021
N	Letter dated April 19, 2022
O	Demands and BIA Notices dated July 27, 2022
P	Lien Letter dated August 5, 2022
Q	Notice to Tenants dated November 11, 2022
R	Consent to Act as Receiver dated December 7, 2022
3	Draft Appointment Order
4	Blackline to Model Appointment Order

TAB 1



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

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.

Respondents

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 pages.

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

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference, details of which will be made available in CaseLines,

before Hon. Justice Kimmel presiding over the Ontario Superior Court of Justice (Commercial List) on **December 21, 2022 at 10:00 a.m.** Please advise if you intend to join the hearing of the application by emailing Puya Fesharaki at pfesharaki@tgf.ca.

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

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

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

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

Date: December ____, 2022

Issued by: _____

Local Registrar

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

TO:

THIS HONOURABLE COURT

AND TO THE RESPONDENTS:

RATNAS PROPERTY INVESTMENT INC.

508 Main Street East
Shelburne, ON L9V 2Z2

RATNAS GAS INC.

508 Main Street East
Shelburne, ON L9V 2Z2

c/o: Kalasius Anthonipillai

Director and Officer

Email: kalasius@hotmail.com

APPLICATION

THE APPLICANT, National Bank of Canada (the “**Bank**”), makes an application for:

1. an Order abridging the time for service of this Notice of Application and the materials filed in support of the application, authorizing service via electronic mail and dispensing with further service thereof;
2. 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, appointing Grant Thornton Limited (“**Grant Thornton**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of each of the Respondents including, but not limited to, the lands and premises of Ratnas Property Investment Inc. (“**Property**”) municipally known as 369 Ontario Street, Port Hope, in the Province of Ontario (the “**Real Property**”), and more specifically described as: PIN51078-0300(LT): PT LT 2 E/S ONTARIO ST, 3 E/S ONTARIO ST PL 11 PORT HOPE AS IN PH53811; MUNICIPALITY OF PORT HOPE (collectively, the “**Property**”), and authorizing the Receiver to carry out a sale process in respect of the Property; and
3. such other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

Background

4. Terms used herein and not otherwise defined shall have the meanings assigned to them in the Affidavit of Alexandre Cyr sworn in support hereof (the “**Cyr Affidavit**”).
5. The Respondents are privately owned and operated Ontario companies. Kalasius Anthonipillai and Mary Kalasius (collectively, the “**Personal Guarantors**”) are directors and officers of each of the Respondents.
6. Several commercial enterprises operate on the Real Property, including a Shell-branded gas station.
7. The Bank extended certain credit facilities (the “**Credit Facilities**”) to the Respondents pursuant to the following offers of financing: (i) with respect to Property, a Letter of Offer dated October 27, 2017, as amended by letter dated November 15, 2017; and (ii) with respect to Ratnas Gas Inc. (“**Gas**”), a Letter of Offer dated February 6, 2018 (collectively, the “**Offers of Financing**”).
8. As at December 7, 2022, the Borrowers were indebted to the Bank in the total amount of \$2,136,354.42 (the “**Indebtedness**”) plus accruing interest, legal fees and disbursements incurred by the Bank.
9. As security for their obligations to the Bank, the Respondents have each granted security in favour of the Bank over the Real Property and their personal property, including pursuant to separate General Security Agreements each dated January 8, 2018, and a

Charge/Mortgage and a General Assignment of Rents and Leases each registered on title to the Real Property on January 18, 2018 (collectively, the “**Security Documents**”).

10. In addition, as detailed in the Cyr Affidavit:

- (a) Gas delivered to the Bank an unlimited guarantee dated January 8, 2018 of the indebtedness and obligations of Property to the Bank; and
- (b) the Personal Guarantors executed and delivered to the Bank limited joint and several personal guarantees dated January 8, 2018 and February 20, 2018, respectively, of the obligations of each of the Respondents to the Bank.

11. The Bank registered its personal property security interest in Ontario against each of the Respondents on January 11, 2018, pursuant to the *Personal Property Security Act* (Ontario), in each case over all classes of collateral, except “consumer goods”.

12. It is a term of the Security Documents that the Bank may appoint a receiver upon default by the Respondents in their obligations to the Bank.

Default Letters, Demand Letters and Notice to Tenants

13. The Respondents did not utilize the Credit Facilities in the manner contemplated by the Offers of Financing. Among other things, the Respondents:

- (a) failed to pay the agreed upon amounts (including principal and interest) towards the outstanding balance on the Credit Facilities;
- (b) failed to comply with their commitments to pay all taxes and source deductions;
- (c) incurred unauthorized overdrafts; and

- (d) failed to provide financial statements and other financial reporting to the Bank despite repeated requests from the Bank.
14. In March 2020, the Bank became concerned with Property's financial position as a result of, among other things, the failure by the company to comply with its commitment to pay taxes and source deductions and the excessive amount of overdrafts on its bank account.
15. By letters dated March 9, 2020, September 11 and 30, 2020, November 12, 2020, July 2, 2021 and April 19, 2022, all detailed in the Cyr Affidavit, the Bank provided the Respondents with notice that they were in default of their respective obligations to the Bank pursuant to the Offers of Financing.
16. In addition, by letter dated November 12, 2020 (the "**November Default Letter**"), the Bank informed the Respondents that it was prepared to forebear from exercising its rights and remedies provided, among other things, the Respondents agreed to resume payments on the Credit Facilities and transfer all banking operations to another financial institution by June 30, 2021 (the "**Forbearance Agreement**").
17. By letter dated July 2, 2021 (the "**July Default Letter**"), the Bank also agreed to extend the forbearance period from June 30, 2021 to July 31, 2021 on the same terms as the November Default Letter (the "**Forbearance Extension**").
18. Despite agreeing to the terms of the November Default Letter and the July Default Letter, the Respondents failed to remedy the defaults or refinance the Indebtedness prior to the expiry of the Forbearance Agreement and the Forbearance Extension.

19. On July 27, 2022, the Bank issued demands to the Respondents and the Personal Guarantors, requiring repayment in full of the Indebtedness, and delivered therewith Notices of Intention to Enforce Security pursuant to Section 244 of the BIA (collectively, the “**Demands and BIA Notices**”).
20. Shortly after issuing the Demands and BIA Notices, the Bank became aware that a lien in the amount of \$73,313 (the “**Lien**”) had been registered in favour of the Minister of National Revenue against the Real Property.
21. By letter dated August 5, 2022 (the “**Lien Letter**”), counsel to the Bank informed the Respondents that the registration of the Lien constituted a further default under the Offers of Financing. Counsel to the Bank informed the Respondents that the 10-day statutory deadline under the BIA Notices was imminently expiring and the Bank would be in a position to realize on its security, and further requested that the Respondents contact the Bank prior to August 11, 2022 to discuss a resolution.
22. The Respondents did not reply to the Lien Letter by the August 11, 2022 deadline or at all.
23. On November 11, 2022, as a result of the Respondents’ failure to remedy the defaults, the Bank issued notice to the tenants of the Real Property directing them to pay rents to the Bank pursuant to the Assignment of Rents Agreement granted to the Bank in respect of the Real Property.
24. The 10-day statutory deadline for the repayment of the Indebtedness set out in the Demands and BIA Notices expired on August 6, 2022, and the Bank is entitled to immediately enforce its rights and remedies under the Security Documents.

Necessity for the Appointment of the Receiver

25. The appointment of a receiver is necessary and appropriate as the Respondents:

- (a) have repeatedly defaulted in their obligations to the Bank under the Credit Facilities. The Bank has accommodated the Respondents on multiple occasions since March 2020 by tolerating certain of these defaults, including granting the Forbearance Agreement and the Forbearance Extension, but is no longer prepared to do so given the complete loss of confidence in the Respondents and their principals, and the continuing risk to the Bank's security;
- (b) have become completely non-responsive to the Bank;
- (c) are unable to meet their financial obligations generally as they become due; and
- (d) operate the Real Property as a gas station, and there are safety and environmental issues that a receiver is best situated to investigate and address.

26. The Bank is concerned that if a receiver is not appointed, the Bank's security will be jeopardized, and the Respondents' Property and business operations could be irreparably harmed.

27. It is just and convenient to appoint a receiver in these circumstances.

28. Grant Thornton has consented to act as the Receiver.

29. Rules 2.03, 3.02, 14.05(2), 16, 41 of the Rules of Civil Procedure, R.R.O. 1990, Reg 194, Section 243(1) of the BIA and Section 101 of the CJA.

30. Such other grounds as counsel may advise and this Court may deem just.

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

1. the Cyr Affidavit, to be sworn;
2. Consent of Grant Thornton to act as Court-appointed receiver; and
3. such further and other evidence as counsel may advise and this Honourable Court may permit.

December 7, 2022

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Fax: (416) 304-1313

Puya Fesharaki (LSO# 70588L)
Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Alexander Overton (LSO# 84789P)
Email: aoverton@tgf.ca
Tel: (416) 304-0815

Lawyers for the Applicant, National Bank of Canada

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

NATIONAL BANK OF CANADA

- and -

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.

Applicant

Respondents

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

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

Proceedings commenced at Toronto, Ontario

NOTICE OF APPLICATION

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Fax: (416) 304-1313

Puya Fesharaki (LSO# 70588L)
Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Alexander Overton (LSO# 84789P)
Email: aoverton@tgf.ca
Tel: (416) 304-0815

Lawyers for the Applicant, National Bank of Canada

TAB 2

Court File No. CV-22-00691422-00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.

Respondents

**AFFIDAVIT OF ALEXANDRE CYR
(Sworn December 7, 2022)**

I, **ALEXANDRE CYR**, of the City of Montréal, in the Province of Québec, MAKE OATH
AND SAY AS FOLLOWS:

1. I am an Accounts Manager in the High Risk Loan Management Unit of National Bank of Canada (the “**Bank**”) and, as such, I have knowledge of the matters to which I depose herein and attest to the fact that they are true. Unless I indicate to the contrary, the facts herein are within my personal knowledge. Where I have indicated that I have obtained facts from other sources, I have identified the sources and believe those facts to be true.
2. This affidavit is sworn in support of an application by the Bank 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,

appointing Grant Thornton Ltd. (“**Grant Thornton**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of each of the Respondents including, but not limited to, the lands and premises of Ratnas Property Investment Inc. (“**Property**”) municipally known as 369 Ontario Street, Port Hope, Ontario (the “**Real Property**”), and more specifically described as: PIN51078-0300(LT): PT LT 2 E/S ONTARIO ST, 3 E/S ONTARIO ST PL 11 PORT HOPE AS IN PH53811; MUNICIPALITY OF PORT HOPE.

Background

Corporate Information – Borrowers and Principals

3. Property was incorporated pursuant to the laws of the Province of Ontario on September 28, 2017, and its current registered head office is located at 508 Main Street East, Shelburne, Ontario. Property is the registered owner of the Real Property.
4. Ratnas Gas Inc. (“**Gas**”) was incorporated pursuant to the laws of the Province of Ontario on September 28, 2017 and its current registered head office is located at 508 Main Street East, Shelburne, Ontario. Property and Gas are collectively referred to herein as the “**Borrowers**”.
5. Kalasius Anthonipillai and Mary Kalasius (the “**Personal Guarantors**”) are businesspeople residing in Shelburne, Ontario. They are directors and officers of each of the Borrowers.
6. Copies of the corporate profile reports Corporation Profile Reports obtained from the Ontario Ministry of Government Services (the “**Ministry**”) for the Borrowers are attached as **Exhibit “A”**.

7. A Shell-branded gas station is the principal business operating from the Real Property.

The Credit Facilities and the Borrowers' Indebtedness

The Property Credit Facilities

8. Pursuant to a Letter of Offer dated October 27, 2017, amended by letter dated November 15, 2017 (as amended, collectively the “**Property Letter of Offer**”), the Bank made available to Property the following credit facilities:

- (a) an operating line of credit in the maximum principal amount of \$100,000.00;
- (b) a term loan in the maximum principal amount of \$2,630,000.00; and
- (c) a MasterCard facility in the maximum principal amount of \$10,000.00,

(collectively, the “**Property Credit Facilities**”).

A copy of the Property Letter of Offer is attached as **Exhibit “B”**

9. The Property Letter of Offer was executed by each of the Personal Guarantors in their capacity as an officer of Property and as a Personal Guarantor.
10. It is an event of default under the terms of the Property Letter of Offer if, among other things, Property: (i) fails to pay any instalment of principal or interest payable thereunder; (ii) fails to perform any of its obligations thereunder, including stipulated reporting requirements; or (iii) is in default of any other agreement with any other creditor or government entity having liens on the property of Property.
11. Upon any such event of default occurring, the Bank may demand payment of all of the Property Credit Facilities.

The Gas Credit Facilities

12. Pursuant to a Letter of Offer dated February 6, 2018 (the “**Gas Letter of Offer**” and together with the Property Letter of Offer, the “**Letters of Offer**”), the Bank made available to Gas the following three credit facilities:

(a) an operating line of credit in the maximum principal amount of \$100,000.00;
and

(b) a MasterCard facility in the maximum principal amount of \$10,000.00,

(collectively, the “**Gas Credit Facilities**” and together with the Property Credit Facilities, the “**Credit Facilities**”).

A copy of the Gas Letter of Offer is attached as **Exhibit “C”**

13. The Gas Letter of Offer was executed by each of the Guarantors in their capacity as an officer of Gas and as a Guarantor.

14. It is an event of default under the terms of the Gas Letter of Offer if, among other things, Gas: (i) fails to pay any instalment of principal or interest payable thereunder; (ii) fails to perform any of its obligations thereunder, including stipulated reporting requirements; or (iii) is in default of any other agreement with any other creditor or government entity having liens on the property of Gas.

15. Upon any such event of default occurring, the Bank may demand payment of all of the Gas Credit Facilities.

16. As at December 7, 2022, the Borrowers were indebted to the Bank in the total amount of **\$2,136,354.42** (the “**Indebtedness**”) plus accruing interest, legal fees and disbursements incurred by the Bank.

Loan and Security Documents

17. As security for all of its obligations to the Bank, Property granted security to the Bank over all of its personal property pursuant to a General Security Agreement dated January 8, 2018 (the “**Property GSA**”). In addition, Property delivered to the Bank:

- (a) a Charge/Mortgage in the principal amount of \$2,740,000.00 registered against title to the Real Property on January 1, 2018 in the Land Registry Office for the Land Titles Division of Northumberland (LRO #39) (the “**LRO**”) as Instrument No. ND162166;
- (b) a General Assignment of Rents and Leases dated January 1, 2018 registered against title to the Real Property on January 1, 2018 in the LRO as Instrument No. ND162167 (the “**Assignment of Rents**”); and
- (c) an unlimited guarantee of the indebtedness and obligations of Gas to the Bank dated January 8, 2018,

(collectively, the “**Property Security**”). Copies of the documents constituting the Property Security are attached as **Exhibit “D”**.

18. As security for all of its obligations to the Bank, Gas granted security to the Bank over all of its personal property pursuant to a General Security Agreement dated January 8, 2018 (the “**Gas GSA**”). In addition, Gas delivered to the Bank an unlimited guarantee of the indebtedness and obligations of Property to the Bank dated January 8, 2018 (the “**Gas**

Guarantee” and, together with the Gas GSA, the “**Gas Security**”). Copies of the documents constituting the Gas Security are attached as **Exhibit “E”**.

19. It is a term of the Property Security and the Gas Security (collectively, the “**Security**”) that the Bank may appoint a receiver upon an event of default occurring thereunder.
20. The Personal Guarantors executed and delivered personal guarantees of the obligations of each of the Borrowers to the Bank, as follows:
 - (a) with respect to Property, a limited guarantee dated January 8, 2018 in the principal amount of CAD \$685,000.00 plus interest thereon from the date of demand; and
 - (b) with respect to Gas, a limited guarantee dated February 20, 2018 in the principal amount of CAD \$120,000,.00 plus interest thereon from the date of demand (collectively, the “**Personal Guarantees**”).

Copies of the Personal Guarantees are attached as **Exhibit “F”**.

21. The Borrowers and the Personal Guarantors shall be collectively referred to herein as the “**Credit Parties**”.

Registrations

22. On January 11, 2018 the Bank made a registration against each of the Borrowers pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”) against “accounts” and “other” in respect of Gas and against all classes of collateral, except “consumer goods” in respect of Property. Copies of the PPSA registrations in respect of each of the Borrowers are attached as **Exhibit “G”**.

23. A copy of the parcel abstract of the Real Property, evidencing the Bank's registrations made in respect of the real property aspects of the Property Security is attached as **Exhibit "H"**.

History of Defaults Under the Offers of Financing

24. The Borrowers did not utilize the Credit Facilities in the manner contemplated by the Letters of Offer. Among other things, the Borrowers:
- (a) failed to pay the agreed upon amounts (including principal and interest) towards the outstanding balance on the Credit Facilities;
 - (b) failed to comply with their commitments to punctually pay all taxes and source deductions;
 - (c) incurred unauthorized overdrafts; and
 - (d) failed to provide financial statements and other financial reporting to the Bank despite repeated requests from the Bank,
- (collectively, the "**Defaults**").
25. In March 2020, the Bank became concerned with Property's financial position as a result of, among other things, the failure by the Borrowers to comply with its commitment to pay taxes and source deductions and the excessive amount of overdrafts on the Property's bank account.
26. By letter to Property dated March 9, 2020 (the "**March Default Letter**"), the Bank provided Property with notice that:

- (a) Property was in default of its obligations to the Bank pursuant to the Property Letter of Offer, including failure to pay all taxes and source deductions and by incurring excessive overdrafts on its account, materially increasing the inherent risk to the Bank (the “**March Defaults**”);
- (b) as an accommodation, the Bank was prepared to forebear from exercising its rights and remedies in connection with the March Defaults until April 30, 2020 in order to provide Property with an opportunity to cure the March Defaults;
- (c) the Bank would cancel the Mastercard facility under the Property Credit Facilities; and
- (d) the Bank required the delivery of a copy of Property’s balance sheet.

A copy of the March Default Letter is attached as **Exhibit “I”**.

- 27. Property did not accept and agree to the March Default Letter’s conditions.
- 28. By letter to the Borrowers dated September 30, 2020 (the “**September Default Letter**”), the Bank provided the Borrowers with notice that:
 - (a) the Borrowers were in default of their respective obligations to the Bank pursuant to the Letters of Offer, including failure to submit financial statements, arrears in repayment of the principal and interest owing under the Property Credit Facility and failure to repay the Credit Facilities on their maturity dates (the “**September Defaults**”); and

- (b) despite the September Defaults, the Bank would continue to maintain the Credit Facilities on the Borrower's acceptance of certain repayment and refinancing conditions.

A copy of the September Default Letter is attached as **Exhibit "J"**.

29. The Borrowers did not accept and agree to the September Default Letter.
30. By letter dated November 12, 2020 (the "**November Default Letter**"), the Bank again provided the Borrowers with notice of their respective defaults under the Credit Facilities. However, the Bank informed the Borrowers that it was prepared to forbear from exercising its rights and remedies provided, among other things, the Borrowers agreed to resume payments on the Credit Facilities and transfer all banking operation to another financial institution by June 30, 2021 (the "**Forbearance Agreement**"). The Credit Parties accepted and agreed to the conditions in the November Default Letter. A copy of the November Default Letter is attached as **Exhibit "K"**.
31. On or around December 15, 2020, Gas repaid in full and canceled the Gas Credit Facilities. Gas remains indebted to the Bank pursuant to its unlimited guarantee of Property's credit facilities. I also believe that Gas and Property's operations are tightly coupled such that the relief sought herein requires that both parties be named as Respondents.
32. By letter dated July 2, 2021 (the "**July Default Letter**"), the Bank agreed to extend the forbearance period from June 30, 2021 to July 31, 2021 on the same terms as the November Default Letter (the "**Forbearance Extension**"). The Borrowers accepted and agreed to the conditions in the July Default Letter. A copy of the July Default Letter is attached as **Exhibit "L"**.

33. Despite agreeing to the terms of the November Default Letter and the July Default Letter, the Borrowers failed to remedy the defaults or refinance the Indebtedness prior to the expiry of the Forbearance Agreement and Forbearance Extension.
34. Counsel to the Bank expressed the Bank's dissatisfaction to the Borrowers and sought to find a consensual path to resolution pursuant to a letter dated September 20, 2021 and a phone call on November 11, 2021. The Borrowers agreed to make interim payments while seeking a refinancing of their indebtedness to the Bank. A copy of the September 20, 2021 letter is attached as **Exhibit "M"**.
35. Amidst the background of the Covid-19 pandemic and the good faith efforts of the Borrowers to make certain debt payments, the Bank permitted the Borrowers until April 30, 2022 to explore their refinancing options. The Borrowers reported on their refinancing efforts to the Bank during the accommodation period permitted by the Bank.
36. In March 2022, the Borrowers' scheduled payment to the Bank was returned NSF. By letter dated April 19, 2022, the Bank noted the additional default, reserved its rights and requested a formal update on the Borrowers' refinancing. A copy of the April 19, 2022 letter is attached as **Exhibit "N"**.
37. The Borrowers' scheduled payment to the Bank in April 2022 was also returned NSF. The Borrowers then provided new banking information and requested additional time to complete the refinancing. This informal agreement continued until a further payment from the Borrowers was returned NSF.

Demand Letters and BIA Notices

38. By letters dated July 27, 2022 addressed to the Credit Parties, the Bank demanded payment of the Indebtedness together with all applicable interest, fees, and other costs to the date of payment and together therewith delivered to each of the Borrowers a Notice of Intention to Enforce Security pursuant to section 244 of the BIA (collectively, the “**Demands and BIA Notices**”). Copies of the Demands and BIA Notices are attached as **Exhibit “O”**.
39. The 10-day statutory deadline for the repayment of the Indebtedness set out in the Demands and BIA Notices expired on August 6, 2022. As of today’s date, the Credit Parties have failed to repay the Indebtedness and the Bank is entitled to immediately enforce its rights and remedies under the Security.

Lien Against the Real Property

40. Shortly after issuing the Demands and BIA Notices to the Credit Parties, the Bank discovered that a lien was registered in favour of the Minister of National Revenue against the Real Property in the amount of \$73,313 (the “**Lien**”). A copy of the parcel register for the Real Property reflecting the Lien is attached as Exhibit “H”.
41. By letter dated August 5, 2022 (the “**Lien Letter**”), counsel to the Bank informed the Borrowers that registration of the Lien constituted a further default under the Letters of Offer. Further, the counsel to the Bank advised the Borrowers that the 10-day statutory deadline under the BIA Notices was imminently expiring and the Bank would be in a position to realize on the Security. Counsel to the Bank requested that the Borrowers

contact the Bank prior to August 11, 2022 to discuss a resolution. A copy of the Lien Letter is attached as **Exhibit “P”**.

42. The Borrowers did not reply to the Lien Letter by the August 11, 2022 deadline or at all.

Notices to Tenant

43. On November 11, 2022, as a result of the Borrowers failure to remedy the defaults, the Bank issued notice to the tenants of the Real Property (the “**Notice to Tenants**”) directing them to pay their rents to the Bank pursuant to the Assignment of Rents Agreement granted to the Bank in respect of the Real Property. A copy of the Notice to Tenants is attached as **Exhibit “Q”**.

44. The Notice to Tenants failed to prompt any response on the part of the Borrowers and no contact has been attempted since the Notice to Tenants was issued. No payments have been received from the tenants to date.

Proposed Sale Process

45. Grant Thornton has detailed a proposed sale process in their pre-filing report, to be filed. The Bank has reviewed and is support of the proposed sale process and timeline.

Necessity for the Appointment of the Receiver

46. The appointment of the Receiver is necessary and appropriate as a result of the following:
- (a) the Borrowers have repeatedly defaulted in their obligations to the Bank under the Credit Facilities. The Bank has accommodated the Borrowers on multiple occasions since March 2020 by tolerating certain of these defaults, including

granting the Forbearance Agreement and Forbearance Extension. However, the Bank is no longer prepared to do so given its complete loss of confidence in the Borrowers and their principals, Mr. Anthonipillai and Ms. Kalasius, and the continuing risk to the Bank's Security;

- (b) the Borrowers have become completely non-responsive to the Bank;
- (c) the Borrowers are unable to meet their financial obligations generally as they become due;
- (d) Property failed to make its scheduled principal repayment to the Bank which was due on January 26, 2020;
- (e) Gas failed to make its principal repayment to the Bank which was due on July February 28, 2020;
- (f) as the Real Property is operated as a gas station, there are potential safety and environmental issues that a Receiver is best situated to address;
- (g) the Bank is concerned that if a Receiver is not appointed, the Bank's security will be jeopardized, and the business operations of the Respondents could be irreparably harmed;
- (h) the appointment of the Receiver is necessary to preserve, protect, and ultimately realize on the collateral subject to the Security;
- (i) the notice periods under the BIA Notices have expired; and
- (j) it is just and convenient to appoint the Receiver in these circumstances.

47. The proposed Order appointing the Receiver permits the Receiver to borrow funds from the Bank for the purpose of financing the receivership. If necessary, these borrowings will be secured by Receiver's certificates to be issued by the Receiver or the security held by the Bank upon the Borrower's assets.
48. Grant Thornton has consented to act as Receiver. A copy of Grant Thornton's consent to act as the Receiver is attached as **Exhibit "R"**.
49. I swear this affidavit in support of an application by the Bank for the appointment of the Receiver on the terms set out in the draft Order located at Tab 3 of the Bank's Application Record, and for no other or improper purpose.

SWORN remotely via videoconference,
by ALEXANDRE CYR stated as being
located in the City of Montréal, in the
Province of Québec, before me at the City
of Toronto, in the Province of Ontario, this
7th day of December, in accordance with O.
Reg 431/20, *Administering Oath or
Declaration Remotely*

Commissioner for Taking Affidavits, etc.

Puya Fesharaki



ALEXANDRE CYR

NATIONAL BANK OF CANADA	- and -	RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.	Respondents
Applicant			
			Court File No. CV-22-00691422-00CL

<i>ONTARIO</i> SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceedings commenced at Toronto, Ontario	
AFFIDAVIT OF ALEXANDRE CYR	
Thornton Grout Finnigan LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Puya Fesharaki (LSO# 70588L) Email: pfesharaki@tgf.ca Tel: (416) 304-7979 Alexander Overton (LSO# 84789P) Email: aoverton@tgf.ca Tel: (416) 304-0815 Lawyers for the Applicant, National Bank of Canada	

EXHIBIT “A”

This is Exhibit “A” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits



Ministry of Public and
Business Service Delivery

Profile Report

RATNAS GAS INC. as of December 07, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	RATNAS GAS INC.
Ontario Corporation Number (OCN)	2598978
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 28, 2017
Registered or Head Office Address	508 Main Street East, Shelburne, Ontario, Canada, L9V 2Z2

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 50

Name KALASIOUS ANTHONIPILLAI
Address for Service 375378 6th Line, Shelburne, Ontario, Canada, L9V 1K8
Resident Canadian Yes
Date Began September 28, 2017

Name MARY KALASIOUS
Address for Service 375378 6th Line, Shelburne, Ontario, Canada, L9V 1K8
Resident Canadian Yes
Date Began September 28, 2017

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

V. Quintanilla W.

Director/Registrar

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

Active Officer(s)

Name

Position

Address for Service

Date Began

KALASIOUS ANTHONIPILLAI

President

375378 6th Line, Shelburne, Ontario, Canada, L9V 1K8

September 28, 2017

Name

Position

Address for Service

Date Began

MARY KALASIOUS

Secretary

375378 6th Line, Shelburne, Ontario, Canada, L9V 1K8

September 28, 2017

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

V. Quintanilla W.

Director/Registrar

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

Corporate Name History

Name

RATNAS GAS INC.

Effective Date

September 28, 2017

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

V. Quintanilla W.

Director/Registrar

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

Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Expired or Cancelled Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Document List

Filing Name	Effective Date
Annual Return - 2018 PAF: KALASIOUS ANTHONIPILLAI - DIRECTOR	October 20, 2019
Annual Return - 2017 PAF: KALASIOUS ANTHONIPILLAI - DIRECTOR	September 09, 2018
CIA - Initial Return PAF: KALASIOUS ANTHONIPILLAI - DIRECTOR	September 28, 2017
BCA - Articles of Incorporation	September 28, 2017

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

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

V. Quintanilla W.

Director/Registrar

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



Ministry of Public and
Business Service Delivery

Profile Report

RATNAS PROPERTY INVESTMENT INC. as of December 07, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	RATNAS PROPERTY INVESTMENT INC.
Ontario Corporation Number (OCN)	2598989
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 28, 2017
Registered or Head Office Address	508 Main Street East, Shelburne, Ontario, Canada, L9V 2Z2

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 50

Name KALASIOUS ANTHONIPILLAI
Address for Service 375378 6th Line, Shelburne, Ontario, Canada, L9V 1K8
Resident Canadian Yes
Date Began September 28, 2017

Name MARY KALASIOUS
Address for Service 375378 6th Line, Shelburne, Ontario, Canada, L9V 1K8
Resident Canadian Yes
Date Began September 28, 2017

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

V. Quintanilla W.

Director/Registrar

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

Active Officer(s)

Name

Position

Address for Service

Date Began

KALASIOUS ANTHONIPILLAI

President

375378 6th Line, Shelburne, Ontario, Canada, L9V 1K8

September 28, 2017

Name

Position

Address for Service

Date Began

MARY KALASIOUS

Secretary

375378 6th Line, Shelburne, Ontario, Canada, L9V 1K8

September 28, 2017

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

V. Quintanilla W.

Director/Registrar

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

Corporate Name History

Name

Effective Date

RATNAS PROPERTY INVESTMENT INC.

September 28, 2017

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

V. Quintanilla W.

Director/Registrar

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

Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Expired or Cancelled Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Document List

Filing Name	Effective Date
Annual Return - 2018 PAF: ANTHONIPILLAI KALASIOUS - DIRECTOR	October 20, 2019
Annual Return - 2017 PAF: ANTHONIPILLAI KALASIOUS - DIRECTOR	September 09, 2018
CIA - Initial Return PAF: KALASIOUS ANTHONIPILLAI - DIRECTOR	September 28, 2017
BCA - Articles of Incorporation	September 28, 2017

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

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

V. Quintanilla W.

Director/Registrar

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

EXHIBIT “B”

This is Exhibit "B" referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits



October 27, 2017

RATNAS PROPERTY INVESTMENT INC.
508, Main Street E
Shelburne, ON L9V 2Z2

Attention: Mr Kalasius Anthony Pillai

RE: Offer of Financing

Dear Mr Kalasius Anthony Pillai

National Bank of Canada (hereinafter the "Bank") is pleased to offer to RATNAS PROPERTY INVESTMENT INC. (hereinafter the "Borrower") the following financing solution, for which the terms and conditions are more fully described in Schedule A :

Credit Facility(ies)	Status	Section
Operating Credit in the amount of \$100,000.00	New	1.1
Term Loan in the amount of \$2,630,000.00	New	1.2
MasterCard Cards in the amount of \$10,000.00	New	1.3

Please indicate your acceptance of this Offer by returning the duly signed copy before 5:00 p.m. on November 27, 2017, to the attention of Sagar Sethi, Manager, Commercial Banking. After that date, the Bank reserves the right to cancel or amend this Offer, without notice.

Yours truly,

NATIONAL BANK OF CANADA

By:

Sagar Sethi
Manager - Commercial Banking

By:

Greg Georgiou
Associate Vice-President - Commercial Banking

ACCEPTANCE

We declare that we have read and understood this Offer of Financing and accept the terms, conditions and obligations hereof.

Signed at Toronto
in the Province of Ontario on this 31st
day of October 20 17

RATNAS PROPERTY INVESTMENT INC.

By: [Signature]
Kalasius@hotmail.com
E-mail address

By: M.A.K.Y.
Kalasius@hotmail.com
E-mail address

GUARANTEE(S)

We declare that we have read and understood this Offer of Financing, are satisfied herewith and acknowledge that we are bound by our obligations hereunder, including, but without limitation, Subsection 3.2.

Signed at Toronto
in the Province of Ontario on this 31st
day of October 20 17

[Signature]
Kalasius Anthony Pillai

Kalasius@hotmail.com
E-mail address

M.A.K.Y.
Mary Kalasius
Kalasius@hotmail.com
E-mail address

RATNAS GAS INC.

By: [Signature]
Kalasius@hotmail.com
E-mail address

By: M.A.K.Y.
Kalasius@hotmail.com
E-mail address

SCHEDULE A

SECTION 1. CREDIT FACILITY

1.1 Operating Credit1.1.1 Credit

Operating credit, payable on demand, up to an amount not exceeding \$100,000.00 in Canadian dollars, to be used to finance the Borrower's day-to-day operations.

1.1.2 Drawdown

The credit can be used and re-used by way of floating-rate advances.

1.1.3 Interest rate

The Bank's Canadian prime rate plus 0.75% per annum.

1.1.4 Disbursements and repayments

The disbursements to be made and the repayments to be collected on the credit shall be made or collected in multiples of \$1,000.00.

1.2 Term Loan1.2.1 Credit

Term loan of up to an amount not exceeding \$2,630,000.00 in Canadian dollars, to be used to finance Commercial real estate held at 369 Ontario Street, Port Hope, Ontario.

1.2.2 Term and amortization

Floating rate option

Term of 12 months calculated as of the date of the final disbursement with an amortization period of 180 months.

Fixed rate option

Term of 12 to 60 months calculated as of the date of the final disbursement with an amortization period of 180 months.

1.2.3 Interest rate

The loan shall bear interest as of its disbursement and until paid in full, at the Bank's Canadian dollars prime rate plus 0.75% per annum.

Option to convert to a fixed rate, as of the final loan disbursement, at the rate offered by the Bank on the conversion date and accepted by the Borrower, subject to the conditions set out in Section 2.

1.2.4 Disbursement

Single disbursement to be made no later than November 30, 2017, failing which the Bank may, at its discretion, refuse to make any disbursements hereunder.

Prior to any disbursement, the Borrower shall furnish the Bank with a detailed list of the assets financed and a copy of the relevant invoices and/or proofs of purchase in the name of the Borrower with a breakdown of costs.

1.2.5 Repayment

Equal and consecutive monthly payments of principal, in the amount of \$14,611.12 each, with the balance payable in full on the maturity date of the loan, without any further notice or demand. (if fixed rate or floating rate)

Equal and consecutive monthly blended payments of principal and interest, the amount of which shall be determined upon disbursement of the loan, with the balance payable in full on the maturity date of the loan, without any further notice or demand. (if fixed rate)

1.2.6 Prepayment

The terms and conditions regarding prepayments are set out in Section 2.

1.3 MasterCard Cards

Revolving credit, payable on demand, up to an amount not exceeding \$10,000.00, in Canadian dollars, to be used by way of credit cards issued by the Bank in the name of the Borrower and affiliated with the MasterCard International Inc. network.

The issuance and maintenance by the Bank of MasterCard credit cards in the name of the Borrower and affiliated with the MasterCard International Inc. system are subject to the Borrower signing of and compliance with any agreement, document or other writing or instrument required by the Bank providing for, in particular, enrolment conditions, payment terms and conditions, and the liability of the Borrower and the Bank.

SECTION 2. SPECIFIC CONDITIONS FOR THE FACILITIES

2.1 Conditions Applicable Only to Term Advances

2.1.1 Option to draw, convert or renew floating rate advances at a fixed rate

The option to convert a term advance from floating rate to fixed rate, after a single or final disbursement, as applicable, is subject to the following conditions:

- 2.1.1.1 The option to draw, convert or renew at a fixed-rate may be exercised upon prior written notice of not less than two (2) business days to the Bank;
- 2.1.1.2 The fixed-rate period shall be no less than 12 months without exceeding the term of the credit facility;
- 2.1.1.3 The fixed-rate conversion or renewal options shall be conditional on the Bank's acceptance and subject to the availability of funds.
- 2.1.1.4 When the fixed-rate period expires, the fixed-rate option can be renewed by the Borrower at the Bank's discretion, upon prior notice of two (2) business days to the Bank. Failing renewal, the rate shall revert to the floating rate applicable to the credit facility concerned.

2.1.2 Application of payment and late fees on term credits

- 2.1.2.1 Each payment made on a term credit shall first be applied to the interest and then to the principal or any other amount owed by the Borrower, at the Bank's discretion.
- 2.1.2.2 Partial repayments shall be applied to the last instalments of principal and/or interest or any other amount owed by the Borrower, at the Bank's discretion.
- 2.1.2.3 If, during a given period, the Bank temporarily tolerates a late payment, the Borrower shall pay the Bank monthly late fees calculated at an annual rate of 2.00% on the amount of the late payment until said payment is made in full with minimum fees per payment of:
 - \$ 10 for weekly, biweekly or monthly payment;
 - \$ 15 for quarterly or irregular payment;
 - \$ 20 for semi-annual payment;
 - \$ 25 for annual payment.

2.1.3 Prepayment conditions for term advances

2.1.3.1 Floating-rate term advances

The prepayment of floating-rate term advances is authorized provided that the payment is made from the Borrower's excess generated funds or through a capital stock issue. Otherwise, a penalty of three (3) months' interest on the prepaid principal shall then be payable and withheld by the Bank from the prepayment. Partial payments shall be applied to the final instalments of principal and/or interest or any other amount owed by the Borrower, at the Bank's discretion.

2.1.3.2 Fixed-rate term advances

Fixed-rate advances cannot be repaid prior to their maturity date.

2.2 Conditions Applicable to all Projects

- 2.2.1** No material change may be made to the project financed hereunder without the prior written consent of the Bank. Funds from any source other than the Bank shall be disbursed before the Bank's loan. In the event of cost overruns, the Bank reserves the right to cease making advances until these costs have been assumed by the Borrower and its shareholders, partners or affiliated companies.

SECTION 3. SECURITY

Unless otherwise specified, all the present and future, direct and indirect, obligations of the Borrower towards the Bank, are now and/or shall at all times be secured by the following security, in accordance with the documents in use at the Bank, namely:

3.1 Security Given by the Borrower

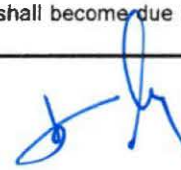
- 3.1.1** A 1st ranking general security agreement charging all the Borrower's personal property, present and after-acquired, tangible and intangible, registered in the province of Ontario: (to be obtained).
- 3.1.2** A 1st ranking charge/mortgage in the amount of \$2,740,000.00 on the real properties or lots hereunder: 369 Ontario St., Port Hope, Ontario, as well as a general assignment of rents (to be obtained).
- 3.1.3** Environmental Indemnity Agreement for the property located at 369 Ontario St., Port Hope, Ontario (to be obtained).

3.2 Security Provided by the Guarantor(s)

- 3.2.1** Guarantee in the amount of 685 000 00 \$ from Kalasius Anthonypillai, Mary Kalasius (to be obtained).
- 3.2.2** Unlimited guarantee from RATNAS GAS INC. , which guarantee shall at all times be secured by (to be obtained):
- 3.2.2.1** A 1st ranking general security agreement charging all RATNAS GAS INC. personal property, present and after-acquired, tangible and intangible, registered in the province of Ontario: (to be obtained).

3.3 Other Security, Documents or Agreements

- 3.3.1** Subordination agreement by Kalasius Anthonypillai, Mary Kalasius relating to the redemption of all the preferred shares and units of RATNAS GAS INC. and the payment of all claims and sums that are or shall become due by RATNAS GAS INC. to Kalasius Anthonypillai, Mary Kalasius (to be obtained).
- 3.3.2** Subordination agreement by Maleni Surendren relating to the redemption of vendor take back in the amount of \$ 500,000.00 of the Borrower and the payment of all claims and sums that are related to the redemption of vendor take back and are or shall become due by the Borrower to Maleni Surendren (to be obtained).



3.3.3 Rider designating the Bank as the beneficiary of the proceeds of the insurance policies covering the property given as security, up to its full replacement value and, upon request of the Bank, a copy of the insurance policy. (to be obtained).

3.3.4 Any other security document, agreement or document that the Bank may deem appropriate, from time to time, at its sole discretion, in order to, in particular, confer or preserve the rank of the security granted in favour of the Bank as set out herein.

SECTION 4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Borrower and Guarantors

The Borrower and any guarantor, if applicable, respectively represent and warrant to the Bank that

- 4.1.1 It is a duly constituted and registered entity that complies with the legislation governing it, and it has the powers, permits and licences required to operate its company and to own, manage and administer its property;
- 4.1.2 There has been no adverse material change in its financial situation since the date of its most recent annual financial statements and/or other financial information provided to the Bank. Such statements and information fairly represent the Borrower's financial situation at the date that they were drawn up. The Borrower does not foresee incurring any significant liabilities which have not already been disclosed to the Bank;
- 4.1.3 It is not involved in any dispute or legal proceeding likely to have an adverse material impact on its financial situation or on its capacity to operate its company;
- 4.1.4 It has good and marketable title to all its property, which is free and clear of all prior claims, security or any other similar charges, liens or encumbrances, except for the encumbrances previously granted in favour of the Bank and the encumbrances permitted by the Bank;
- 4.1.5 It is not in default under any agreement, including those entered into with the Bank;
- 4.1.6 Any taxes, assessments, income taxes or other levies payable by the Borrower or imposed on its property have been paid, without subrogation in favour of any third party.

4.2 Survival of Representations and Warranties

The Borrower and any guarantor, if applicable, respectively undertake to ensure that each representation and warranty contained in this section remains true and accurate at all times.

SECTION 5. CONDITIONS PRECEDENT

5.1 Required Documents and Other Conditions

Before the disbursement and/or renewal of the credit facility(ies) described herein, the Borrower and any guarantor, as applicable, shall provide, execute or accomplish the following to the Bank's satisfaction:

- 5.1.1 Any signed writing or document that may reasonably be requested by the Bank, including, without limitation, any notes and security documents duly registered at the rank required by the Bank;
- 5.1.2 A true copy of up-to-date constating documents of the Borrower and/or any corporate guarantor, if applicable, and any amendments thereto, if applicable;
- 5.1.3 Payment in full of the fees and expenses required by the Bank including, without limitation, the fees and expenses for preparing this Offer of financing and the security, if applicable;
- 5.1.4 The personal financial statement or statement of net equity of Kalasius Anthonypillai and Mary Kalasius;
- 5.1.5 For each property granted as security in favour of the Bank, proof that all property taxes and real estate taxes have been paid in full, without subrogation and if applicable: a copy of the title deeds and land transfer duties;

- 5.1.6 Written opinion of the legal advisors mandated by the Bank on the publication or registration and rank of the security provided in this Offer of Financing and confirming that the building granted as security to the Bank located at Adresse : 369 Ontario St., Port Hope, Ontario ; is the property of the Borrower, by good, valid and marketable title, and free and clear of all prior claims, all security, mortgages, hypothecs or other liens and charges;
- 5.1.7 An executed license agreement between the Borrower and Shell Canada Limited for a period of no less than 15 years, satisfactory to the Bank;
- 5.1.8 An executed lease agreement between the Borrower and Tim Hortons, satisfactory to the Bank;
- 5.1.9 Confirmation of terms and conditions of Vendor Take Back (VTB) to be executed;
- 5.1.10 Any other document that may reasonably be requested by the Bank.

SECTION 6. COVENANTS

6.1 Financial Commitments

6.1.1 Financial statements

The Borrower shall keep adequate accounts and other accounting registers in keeping with generally accepted accounting principles and shall provide the Bank with the following financial statements, to the Bank's satisfaction:

- 6.1.1.1 The unaudited with a notice to reader non-consolidated annual financial statements of the Borrower, within 90 days of the end of its fiscal year;
- 6.1.1.2 The personal financial statement or statement of net equity of Kalasius Anthonypillai and Mary Kalasius on a bi-annual basis, as well as a copy of their most recent income tax return (provincial and federal) including their related statement of income and expenses, and notice of assessment on a bi-annual basis;
- 6.1.1.3 The unaudited with a review engagement annual financial statements of any corporate guarantor, within 90 days of the end of its fiscal year;
- 6.1.1.4 Notwithstanding the foregoing, the Bank reserves the right to require from the Borrower interim financial statements on a basis other than the one set out above.

6.1.2 Financial requirements

For the following financial ratios, the Borrower undertakes:

- 6.1.2.1 To maintain a fixed charge coverage ratio of at least 1.25 : 1.00, based on its financial statements combined with RATNAS GAS INC., on a(an) annually basis, calculated as follows:

EBITDA – [dividends + cash taxes+ redeemable shares + purchases of non-financed tangible and intangible fixed assets +/- investment contributions or redemptions and/or advances to directors, employees and shareholders, and affiliated companies or corporations]

Interest charges + principal payments made during the given fiscal year

"EBITDA" means: earnings + interest + depreciation + amortization +/- current and deferred income taxes.

6.2 Positive Covenants

The Borrower undertakes to comply with all its commitments towards the Bank under any credit agreement, present and future. Furthermore, the Borrower and any guarantor, if applicable, respectively undertakes to:

- 6.2.1 Operate its business in a diligent and continuous manner while complying with legislation and obtaining and maintaining the required permits and licences;

- 6.2.2 Use the proceeds of the financing granted for the purposes stipulated herein;
- 6.2.3 Provide the Bank with any information or document that the Bank may from time to time reasonably request and give, at all times, to the Bank representatives or agents the right to inspect its establishments and access thereto, and shall further permit the Bank's representatives to examine its books of account and other records and take extracts therefrom or make copies thereof;
- 6.2.4 Maintain, at all times, insurance coverage on its property against loss or damage caused by fire and any other risk as is customarily maintained by companies carrying on a similar business;
- 6.2.5 Transact all or most of its banking business with the Bank;
- 6.2.6 Punctually pay all taxes, assessments, deductions at source, income taxes or other levies for which the payment is secured by privilege, prior claim, legal hypothec, security or other lien or charge, with no subrogation or consolidation;
- 6.2.7 Notify the Bank, without delay, of any event of default or any other event which, following notice or the expiry of a time period, may constitute an event of default.

6.3 Negative Covenants

The Borrower and any corporate guarantor, if applicable, respectively undertake to obtain the Bank's prior written consent before they:

- 6.3.1 Materially change the nature of its operations or business;
- 6.3.2 Amalgamate with any other entity, continue its existence under the laws of another jurisdiction or initiate its dissolution, liquidation or file a notice of intention, an assignment of bankruptcy, a proposal seeking a reorganization or an arrangement with its creditors, under the bankruptcy and insolvency laws of Canada or similar laws of any foreign jurisdiction;
- 6.3.3 Grant advances to its officers, directors, shareholders, partners or related parties other than in the normal course of its business;
- 6.3.4 Grant financial assistance, make an investment or provide a guarantee to a third party other than a subsidiary;
- 6.3.5 Hypothecate, encumber, pledge, or otherwise give as security any of its movable/personal or immovable/real property;
- 6.3.6 Modify the control, direct or indirect, of RATNAS PROPERTY INVESTMENT INC. which is currently held by Kalasius Anthonypillai, Mary Kalasius;
- 6.3.7 Purchase by mutual agreement or redeem the shares of any category of the capital stock of the Borrower, except as provided in in Section 3.3.2, as applicable and, only if the Borrower is not in default towards the Bank prior to this payment and if this payment does not result in such default;
- 6.3.8 Declare or pay dividends on any category of shares, unless the Borrower has complied with the terms and conditions stipulated herein at all times and is able to continue to do so after the payment of such dividends.

6.4 Environmental Obligations

The Borrower and any guarantor, if applicable, respectively undertake to:

- 6.4.1 Comply with all legislative and regulatory environmental requirements (the "Environmental Requirements") with respect to its property and all the sites where it operates its company;
- 6.4.2 Immediately notify the Bank in the event that it does not comply with the Environmental Requirements relating to its property, its activities, or any neighbouring property, and immediately transmit to the Bank any notice or order it may receive or any fine that it may be ordered to pay in relation to the Environmental Requirements;
- 6.4.3 At the request of and in accordance with the conditions set by the Bank and, at its own cost, furnish any information with respect to its environmental situation, including any report prepared by a firm acceptable to the Bank;

6.4.4 In the event that any Environmental Requirements are not being respected, render all necessary work in order to ensure that its company and property comply with the Environmental Requirements and do so, within a period acceptable to the Bank; and,

6.4.5 Indemnify the Bank for any damage which the Bank may suffer or any liability which it may incur as a result of non-compliance with the Environmental Requirements.

The provisions, undertakings and indemnification set out in this section shall survive the cancellation and release of the security, and/or the final payment in full of any amount owing by the Borrower to the Bank.

SECTION 7. DEFAULT

7.1 Events of Default

Without limiting the demand nature of the credits, as applicable, the occurrence of one or more of the following events shall constitute a default hereunder:

- 7.1.1** If the Borrower fails to pay any instalment of principal or any interest, fees and incidental charges or any other amount payable hereunder or under any of the security documents when due and payable;
- 7.1.2** If the Borrower or any guarantor, if applicable, made a representation or warranty to the Bank which proves to be incorrect, erroneous or inaccurate;
- 7.1.3** If the Borrower, any guarantor or any intervenor, if applicable, fails to perform any of its obligations hereunder or pursuant to any of the security documents;
- 7.1.4** If the Borrower or any guarantor, if applicable, becomes insolvent or bankrupt, is in the process of winding up, makes an assignment of its property for the benefit of its creditors, files a proposal or gives notice of its intention to file such a proposal, is being reorganized, ceases to operate its business or if a material adverse change affects its financial situation;
- 7.1.5** If proceedings are instituted by the Borrower, any guarantor or a third party with respect to the Borrower or any guarantor, as applicable, or their operations for the bankruptcy, dissolution, winding-up, reorganization, composition, arrangement or readjustment of the indebtedness;
- 7.1.6** If a creditor, trustee in bankruptcy, receiver or other third party takes possession of all or a significant portion of the property of the Borrower or any guarantor, if applicable, or if in the Bank's opinion such property is subject to a prior notice of the exercise of a hypothecary right or an enforcement of security notice or a notice to withdraw authorization to collect claims, or is seized;
- 7.1.7** If the Borrower or any guarantor, if applicable, is in default under the terms of any other contract, agreement or writing with the Bank, any financial institution or government entity or any other creditor having any liens on the property of the Borrower or any guarantor, if applicable;
- 7.1.8** If this offer, any security document or other document related thereto ceases to be in force, including, without limitation, if a security ceases to retain the ranking provided for herein.

7.2 Rights and Remedies of the Bank

Without limiting the Bank's rights hereunder, under the security or related documents and subject to its other rights and remedies, in the event of default:

- 7.2.1** The Bank may terminate any credit facility and declare liquid and payable all monetary obligations of the Borrower not yet due at that time and claim from the Borrower or any guarantor, if applicable, without further notice or demand, immediate payment of all amounts owing;
- 7.2.2** The Bank may charge the Borrower reasonable analysis, administration and follow-up charges and may also retain the services of legal counsel, accountants or other professionals (and pay their fees) with respect to protecting and enforcing the Bank's security;
- 7.2.3** Any amount collected or received by the Bank, including the balance of any proceeds from the realization on the security, may be withheld by the Bank and, at its discretion, be applied to any portion of the Borrower's indebtedness to the Bank (on the understanding that any amount disbursed by the Bank to realize, retain or preserve any right or security given hereunder shall bear interest until payment in full, at the Bank's Canadian Prime Rate plus 3%).

7.3 Waiver, Omission and Cumulative Remedies

The Bank may set time limits, accept or waive security, accept arrangements, grant discharges and acknowledge cancellation/discharge, and transact with the Borrower, as it shall deem appropriate without in any way reducing the liability of the Borrower or any guarantor, or affecting the rights of the Bank hereunder, under the security provided herein or under any related document.

Any omission on the part of the Bank to notify the Borrower or any guarantor of any event of default hereunder or to avail itself of any of its rights hereunder shall not be construed as a waiver by the Bank to take recourse in such event of default or to exercise any right.

Acceptance by the Bank, following any default by the Borrower, of any sum owing to it or its exercising of any right or remedy shall not preclude the Bank from exercising any other right or remedy, which it may have, whether pursuant to any agreement or otherwise provided by law, said rights and remedies of the Bank being cumulative and not alternative, and in addition to and not in substitution for, any other right or remedy of the Bank.

7.4 Increased Risk

Should a material change, deemed unfavourable by the Bank, occur in the (i) level of inherent risk in the financing, (ii) the financial situation of the Borrower and/or any guarantor, (iii) the value of the property given as security to the Bank by the Borrower and/or any guarantor or the value of their enterprises (operations), (iv) the rank of the security granted in favour of the Bank, or (v) the Borrower's capacity to meet its obligations to the Bank, pursuant to the law or the terms and conditions of any contract deemed material by the Bank, the Bank reserves the right to cancel any credit facility at its sole discretion and demand repayment of any amount already disbursed in this respect.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1 Accounting Terms

Each accounting term used herein, unless otherwise defined, shall have the meaning ascribed to it in the generally accepted accounting principles of the Canadian Institute of Chartered Accountants in effect at the time this Offer is accepted, and any financial information provided to the Bank by the Borrower must be prepared in accordance with those principles. Should there be a change in the way these accounting principles are interpreted or applied, in particular, with respect to the Borrower, which affects the calculation of certain ratios and other financial commitments, the Bank reserves the right to review these ratios and financial commitments, whether or not the financing has expired.

8.2 Terms related to the term loans

Terms and conditions for term loans may be agreed upon verbally and confirmed to the Borrower by email or regular mail. If the Bank and the Borrower choose to extend the term before the term loan expires, the new term, applicable interest rate and the payment date (as applicable) may be agreed upon verbally with the loan remaining subject to the other applicable conditions. These terms and conditions may then be confirmed to the Borrower and Guarantor by email or regular mail. Neither the Bank nor the Borrower shall be obligated to extend a term loan at expiry, the Borrower could then repay the loan in full, and the Bank could require payment of said loan.

8.3 Definitions

"Business day": means any day, other than Saturday or Sunday, on which the offices of the Bank are open in the province identified in the last section herein titled "Governing Law."

"Canadian Prime Rate": means the annual floating interest rate announced publicly by the Bank from time to time and used to determine the interest rates applicable to commercial loans in Canadian dollars granted by the Bank in Canada.

"Excess generated funds": means [net income + amortization +/- deferred income taxes for a given fiscal year] - [principal payments made during the given fiscal year]

"Floating rate": means the interest rate applicable to floating-rate advances in Canadian or U.S. dollars, as applicable, made hereunder.

"Rate offered": means the annual interest rate determined from time to time by the Bank, for the term chosen by the Borrower, as being the fixed interest rate applicable to its commercial fixed-rate term loans granted by the Bank in Canada for the same term.



"U.S. Base Rate": means the annual floating interest rate announced publicly by the Bank from time to time and used to determine the interest rates applicable to commercial loans in U.S. dollars granted by the Bank in Canada.

8.4 Calculation of Interest and Arrears

Unless otherwise stipulated herein or in any related document relating to this Offer, including without limitation, all demand and term notes, interest and arrears shall be calculated as follows:

- 8.4.1** Interest on any amount due hereunder shall be calculated daily and not in advance on the basis of a 365-day year. For the purposes of the Interest Act (Canada) in the case of a leap year, the annual interest rate corresponding to the interest calculated on the basis of a 365-day year is equal to the interest rate thus calculated multiplied by 366 and divided by 365;
- 8.4.2** Interest shall be payable on the 26th day of each month, with a minimum charge of \$10 per credit payable on demand. However, under no circumstances shall the interest payable (or any amount considered interest under the law) exceed the maximum interest amount permitted by law. As applicable, the interest amount will be reduced so as not to exceed this maximum; and
- 8.4.3** Any amount of principal, interest, commission, discount or of any other nature remaining unpaid at maturity shall bear interest at the rate of the credit concerned. The interest on arrears shall be compounded monthly and payable on demand.

8.5 Records

The Bank shall keep records evidencing the amounts payable under this financing, including but not limited to the principal repayment and interest payment conditions as well as applicable fees. Unless expressly indicated otherwise, the content of these records shall provide evidence as to the indebtedness to which they attest.

Converting advances or loans into advances or fixed-rate or floating-rate loans or bankers' acceptances (or vice versa) as well as any change in a credit name or number in the Bank's records shall not result in the novation of credits or the Borrower's indebtedness, regardless of the transaction entry or processing by the Bank's computer systems.

8.6 Currency of Payments

All amounts due by the Borrower hereunder shall be paid by the Borrower to the Bank in the currency of the relevant credit. Whenever an amount in Canadian dollars is to be converted into or expressed in U.S. dollars, or the equivalent in U.S. dollars (or inversely) must be determined, the Bank may calculate this conversion or equivalence in accordance with its normal practices.

8.7 Credit Facility Overrun

Should the indebtedness owing to the Bank under a credit facility hereof exceed the authorized credit amount hereunder and the Bank has not formally authorized this situation, the Borrower shall be required to repay the Bank, without further notice or demand, an amount equal to such excess amount. If, however, the Bank were to tolerate an amount in excess of the authorized credit facility, the Borrower hereby undertakes to pay the overlimit fees required at such time by the Bank, failing which the Borrower shall be required to repay such excess amount to the Bank.

8.8 Additional Costs

The Borrower undertakes to pay the Bank for the following costs, as determined by the Bank:

- 8.8.1** Should a statute, regulation, or administrative policy or order have the effect of increasing the costs of the credit facility for the Bank (namely as a result of the imposition of any reserves, taxes or capital adequacy requirements for the Bank), the Borrower shall pay this additional cost on demand; and
- 8.8.2** All taxes or additional costs that may arise from the application of any federal, provincial or municipal legislation.

8.9 Payments and Debit to the Account(s)

The Borrower irrevocably authorizes the Bank to debit periodically or from time to time any bank account it may maintain at the Bank in order to pay all or part of the amounts it may owe to the Bank hereunder. If the payment is payable on a non-business day, this payment may be made on the next business day and this delay shall be taken into consideration when calculating the interest.

8.10 Set-off

In addition to all its other rights, the Bank may offset any amount owing hereunder with any sum due by the Bank to the Borrower or a guarantor (including in accordance with any deposit made with the Bank), even if this sum is not due or is payable in another currency (in which case the Bank can convert this amount into the currency of the amount due to the Bank). To do any of the foregoing, the Bank may debit any account held by the Borrower or a guarantor with the Bank.

Without limiting the foregoing, the Borrower authorizes the Bank to establish every day, or at any other interval the Bank may determine, the position or net position, as applicable, of the Borrower's deposit account(s) with the Bank (the "Deposit Account"), and it is understood that:

8.10.1 If the position or net position of the Deposit Account represents a credit balance, the Bank may apply all or part of this credit to the repayment of the advances under any revolving credit made available to the Borrower and shall debit the Deposit Account for the amount paid, rounded to the amount of the minimum repayment applicable to the relevant credit; and

8.10.2 If the position or net position of the Deposit Account represents a debit balance, the Bank shall grant an advance under any revolving credit made available to the Borrower to create a credit balance or a net credit balance in the Deposit Account and increase the advances for such revolving credit by an equivalent amount without however exceeding the authorized credit amount; the advance shall be rounded to the amount of the minimum disbursement applicable to the relevant credit, if applicable.

8.11 Assignment

The Borrower cannot assign its rights hereunder. The Bank may, however, assign or transfer all or part of its rights and obligations under this Offer (or grant participations), without notifying the Borrower or any guarantor.

8.12 Presumption of Accuracy of Information

All documents and information provided to the Bank by the Borrower, regardless of the medium (paper, electronic, verbal or other form) whether or not they are signed by one of the Borrower's representatives, shall be deemed by the Bank to be accurate and validly issued by the Borrower, without further formality. Moreover, the Bank shall not be held liable for any fees or delays which may be caused when an instruction is sent and which could be due to a technical problem attributable to the systems in use at the Bank.

8.13 Final Agreement, Interpretation and Counterparts

Once accepted and signed by the Borrower, this Offer of Financing shall constitute the final agreement between the parties, with the exception of any subsequent written amendments agreed upon by the parties, and it shall supersede any prior agreements, verbal or written, with respect to the financing solution described herein.

This Offer is made without novation to the credits already granted to the Borrower, if applicable, and without derogation to the rights, hypothecs, security, mortgages, guarantees, suretyships, remedies, recourses and priority ranking arising from any previous offer of financing and the security documents, and the other writings related thereto, which shall continue to secure all the terms, conditions and obligations of such credits, whether covered or not by this Offer.

In the event of inconsistency between this Offer and any other prior agreement relating to the credits described herein already granted in favour of the Borrower, the terms and conditions of this Offer shall prevail.

This Offer may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and all such counterparts taken together shall constitute one and the same document.

8.14 Indemnification

The Borrower and guarantor agree to indemnify and save harmless the Bank, its officers, administrators, employees and agents against all losses, liability, claims, damages and fees suffered or incurred by them, in any manner whatsoever, arising from or in connection with this offer (notably further to the Borrower's failure to abide comply with any applicable law or regulation, including failure to comply with fiscal law or regulation), except if these losses, liability, damages or fees result from the gross negligence or intentional fault of the Bank, its officers, administrators, employees or agents. This provision shall survive the cancellation of the security or full and final payment of any amount owing by the Borrower to the Bank.

8.15 Liability

When the term "Borrower" designates more than one person, each one shall be jointly and severally (Canada except Quebec) or solidarily (Quebec) liable for the obligations stipulated herein including, without limitation, those resulting from advances made by the Bank.

8.16 Review

The terms and conditions of the credits granted by the Bank to the Borrower hereunder are subject to periodic review, at the Bank's discretion.

8.17 Fees and Charges

Non-refundable fees in the amount of \$7,000.00 shall be payable by the Borrower and shall be collected directly from the Borrower's current account on acceptance of this Offer.

Annual review fees in the amount of \$1,000.00 for the term credit facility specified in Section 1.2 shall be collected annually from the Borrower's current account with minimum fees of \$100.00.

In addition, non-refundable fees in the amount of \$500.00 for preparing each movable/personal property security plus fees in the amount of \$300.00 for each cession of rank required, if applicable, are payable to the Bank in addition to the other fees already provided for herein and shall be collected directly from the Borrower's current account, on acceptance of this Offer or during their preparation for cessions of rank. Fees are also applicable for any changes that could be made to the security, including a reduction.

Whether or not the following proposed transaction is carried out or whether or not the financing is disbursed, the following costs, charges and expenses, if applicable, are payable by the Borrower, in addition to the other fees already provided for herein:

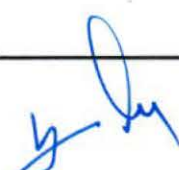
- (i) All the costs to register security documents required herein; and
- (ii) All the professional fees, charges and expenses (in particular, appraisal, audit, notary and lawyer fees) incurred under this Offer and other documents covered by this Offer.

8.18 Collection, Use and Disclosure of Information

The Borrower, the guarantor(s), if applicable, and their representative(s) hereby authorize the Bank to use the necessary information pertaining to them which the Bank has or may have for the purpose of granting credit and insurance products (where permitted by law) and further authorize the Bank to disclose such information to its affiliates and subsidiaries for this same purpose. Moreover, they hereby authorize the Bank to obtain personal information pertaining to them from any party likely to have such information (financial intermediaries, depositaries, credit-reporting agencies, financial institutions, creditors, employers, professionals, tax authorities, public entities, persons with whom they have business relations, and Bank affiliates and subsidiaries) in order to verify the accuracy of all information provided to the Bank and to ensure the solvency of the Borrower, the guarantor(s), if applicable, and their representative(s).

8.19 Demand Credit Facilities

Notwithstanding any provision to the contrary, the Borrower agrees and acknowledges that (i) the credit facilities payable on demand in this Offer constitute demand credits and, are therefore payable at any time at the Bank's sole discretion and (ii) the Bank may, at any time, before or after a request for reimbursement, terminate these credit facilities and stop making new advances, without delay or notice to the Borrower.



8.20 Invalidity of Any Provisions Herein

This Offer does not constitute an indivisible whole. Any decision by a court rendering any of the provisions hereof null or unenforceable shall in no way affect, invalidate or render unenforceable the other provisions hereof.

8.21 Governing Law

This Offer shall be construed and interpreted in accordance with the laws of the province of Ontario.



SCHEDULE B

COMMERCIAL LOAN INSURANCE

All key members of your personnel are eligible for life and disability insurance coverage on the company's loans. This coverage gives you a number of advantages including: (i) tax-deductible premiums in some cases; (ii) protection for the covered persons' heirs and the company itself in the event of death; and (iii) payment of the company's loan(s) in part or in full. Life and disability insurance for commercial loans is available at a competitive cost.

☐ We would like more information about commercial loan insurance.

☐ We are not interested in commercial loan insurance.

☐ We already have commercial loan insurance.

ANALYSIS OF FINANCIAL PLANNING NEEDS

National Bank can offer you the services of a professional financial planner who can perform a more comprehensive analysis of the financial needs of the company's owners, shareholders or officers. Certain financial products designed to maintain income or finance income taxes in the event of death can play an important role in planning the transfer of your business and financing a shareholders' agreement. The same applies in cases involving disability or critical illness. Since the obligations and financial situations of the company's owners, shareholders or officers can change regularly, an analysis of their needs relating to those issues is crucial.

☐ We would like to meet with an expert and have completed the National Bank Planning and Benefits financial planning service proposal.

ANALYSIS OF GROUP PENSION PLAN NEEDS

A group pension plan is an excellent way to attract, motivate and retain your employees. There are numerous advantages in setting up this type of plan within your organization. A meeting with our expert could help you save money by guiding you towards the best type of plan for your organization.

☐ We would like to meet with an expert and have completed the National Bank Planning and Benefits employee benefits service proposal.

ANALYSIS OF INDIVIDUAL PENSION PLAN NEEDS

For owners of businesses and their key employees, an individual pension plan is a financial tool that can be extremely advantageous from a taxation perspective. Deductions at source, as well as the possibility of transferring sums of money out of the company, tax-free, are some examples. Each case is different, so a meeting with our expert will help you ascertain whether the many advantages offered by an individual pension plan will work for your particular situation.

☐ We would like to meet with an expert and have completed the National Bank Planning and Benefits employee benefits service proposal.

Based on the needs you have indicated, the appropriate expert will contact you soon to provide more information about our services.

Signed at Toronto
in the Province of Ontario on this 31st
day of October 20 17

RATNAS PROPERTY INVESTMENT INC.

By: [Signature]
kaksius@hotmail.com
E-mail address

By: [Signature]
kaksius@hotmail.com
E-mail address

November 15, 2017

RATNAS PROPERTY INVESTMENT INC.
508, Main Street E
Shelburne, ON L9V 2Z2

Re: Letter of amendments

Dear Mr. Kalasius Anthonipillai,

This letter is in reference to the offer of financing made by National Bank of Canada (hereafter the "Bank") dated October 27, 2017 and accepted by **RATNAS PROPERTY INVESTMENT INC.** (the "Borrower") on October 31st, 2017, including all renewals and/or amendments thereof, as applicable (the "Offer of Financing").

AMENDMENTS

The Bank agrees to amend the Offer of Financing as follows, with such amendments forming an integral part thereof:

1.1. Section 1.2.4 of the Offer of Financing is replaced by the following section:

"1.2.4 Disbursement

Single disbursement to be made no later than January 30, 2018, failing which the Bank may, at its discretion, refuse to make any disbursements hereunder.

Prior to any disbursement, the Borrower shall furnish the Bank with a detailed list of the assets financed and a copy of the relevant invoices and/or proofs of purchase in the name of the Borrower with a breakdown of costs."

REPRESENTATIONS AND WARRANTIES

This letter of amendments is subject to the same terms and conditions and is based on the same representations and warranties as those contained in the Offer of Financing and existing security documents. The Borrower represents and warrants to the Bank that all representations and warranties made in the Offer of Financing and security documents continue to be true and accurate as at the date hereof.

OTHER PROVISIONS AND INTERPRETATION

All the provisions, commitments and conditions stipulated in the Offer of Financing will continue to apply as if they had been reproduced herein in their entirety, subject to the changes and new conditions set out herein, which take precedence over any condition that is inconsistent with the Offer of Financing.

The terms and expressions used herein have the meaning given to them in the Offer of Financing.

The Borrower agrees and acknowledges that (i) the credit facilities payable on demand in the Offer of Financing constitute demand credits and are therefore payable at any time at the Bank's sole discretion and (ii) the Bank may, at any time, before or after a request for repayment, terminate these credit facilities and stop making new advances, without delay or notice to the Borrower.

INCREASED RISK

Should a material change, deemed unfavourable by the Bank, occur in the (i) level of risk inherent in the financing, (ii) the financial position of the Borrower and/or any guarantor, (iii) the value of the property given as security to the Bank by the Borrower and/or any guarantor or the value of the company, (iv) the rank of the security granted in favour of the Bank, or (v) the Borrower's capacity to meet its obligations to the Bank, under the law or the terms and conditions of any contract deemed material by the Bank, the Bank reserves the right to cancel the credit facility at its sole discretion and demand repayment of any amount already disbursed in this respect.

WITHOUT NOVATION

This offer is made without novation to the credits already granted to the Borrower, and without derogation from the rights, hypothecs, security, mortgages, guarantees, suretyships, remedies, recourses and priority ranking arising from any previous offer of financing and the security documents, and all other writings related thereto, which shall continue to secure all the terms, conditions and obligations of such credits, whether or not they are covered this letter.

REVIEW

The terms and conditions of the credits granted by the Bank to the Borrower hereunder are subject to periodic review, at the Bank's discretion.

FEES

Upon acceptance of this letter of amendments, the Borrower shall pay the Bank an amount of \$0.00 as file study fees. This amount is not refundable and may be debited from the Borrower's current account.

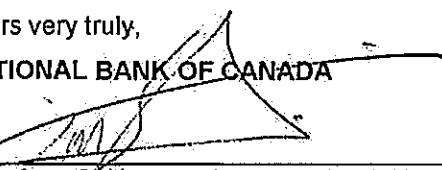
GOVERNING LAW

This Offer shall be read and interpreted in accordance with the laws governing the Offer of Financing.

If this letter of amendments is acceptable to you, please indicate your agreement by returning the attached copy, duly signed to the attention of Sagar Sethi, Manager – Commercial Banking, before 5:00 p.m. on December 15, 2017. After that date, the Bank reserves the right to cancel or modify this letter of amendments, without further notice.

Yours very truly,

NATIONAL BANK OF CANADA

By: 

Sagar Sethi
Manager – Commercial Banking

By: 

Greg Georgiou
Associate Vice-President – Commercial Banking

ACCEPTANCE

We declare that we have read and understood this letter of amendments, and accept all the terms and conditions hereof.

Signed at

in the Province of

day of

on this

20

RATNAS PROPERTY INVESTMENT INC.

By:

SUBPOTHORP@hotmail.com
E-mail address

By:

SAME
E-mail address

GUARANTEES

We declare that we have read and understood our obligations under this letter of amendments, that we subscribe to such obligations and accept the terms, conditions and obligations hereof.

Signed at

in the Province of

day of

on this

20

Kalasius Anthonipillai
E-mail address

M.A.K.
Mary Kalasius Yogaratnam
E-mail address

RATNAS GAS INC.

By:

SAME
E-mail address

By:

M.A.K.
E-mail address

EXHIBIT “C”

This is Exhibit "C" referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits



February 6, 2018

RATNAS GAS INC.
508, Main Street East
Shelburne, ON L9V 2Z2

Attention: Mr Kalasius Anthonipillai

RE: Offer of Financing

Dear Mr Kalasius Anthonipillai,

National Bank of Canada (hereinafter the "Bank") is pleased to offer to **RATNAS GAS INC.** (hereinafter the "Borrower") the following financing solution, for which the terms and conditions are more fully described in Schedule A:

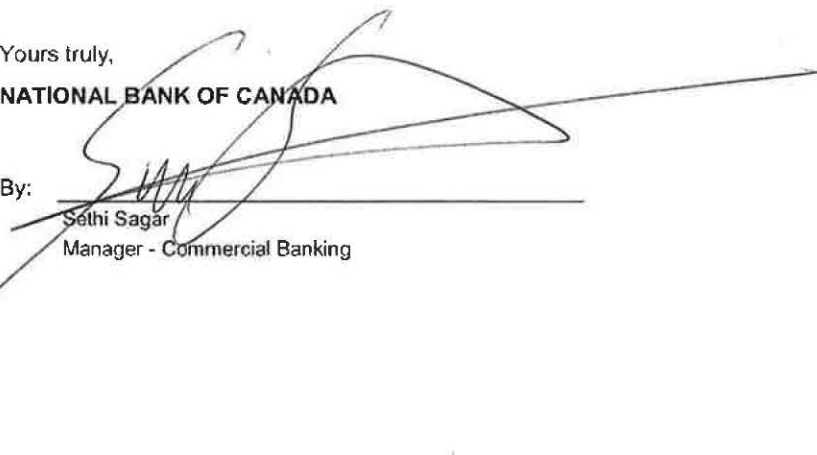
Credit Facility(ies)	Status	Section
Operating Credit in the amount of \$100,000.00	New	1.1
MasterCard Cards in the amount of \$10,000.00	New	1.2

Please indicate your acceptance of this Offer by returning the duly signed copy before 5:00 p.m. on March 6, 2018, to the attention of Sethi Sagar, Manager, Commercial Banking. After that date, the Bank reserves the right to cancel or amend this Offer, without notice.

Yours truly,

NATIONAL BANK OF CANADA

By:


Sethi Sagar
Manager - Commercial Banking

ACCEPTANCE

We declare that we have read and understood this Offer of Financing and accept the terms, conditions and obligations hereof.

Signed at Toronto
in the Province of Ontario on this Feb
day of 14 20 18.

RATNAS GAS INC.

By: [Signature]
SKULPORTHOP8@HOTMAIL.COM
E-mail address

By: M.A.K. Yuli
SKULPORTHOP8@HOTMAIL.COM
E-mail address

GUARANTEE(S)

We declare that we have read and understood this Offer of Financing, are satisfied herewith and acknowledge that we are bound by our obligations hereunder, including, but without limitation, Subsection 3.2.

Signed at Toronto
in the Province of Ontario on this Feb
day of 14 20 18.

M.A.K. Yuli
Mary Kalasius
SKULPORTHOP8@HOTMAIL.COM
E-mail address

[Signature]
Anthonipillai Kalasius
SKULPORTHOP8@HOTMAIL.COM
E-mail address

RATNAS PROPERTY INVESTMENT INC.

By: [Signature]
SKULPORTHOP8@HOTMAIL.COM
E-mail address

By: M.A.K. Yuli
SKULPORTHOP8@HOTMAIL.COM
E-mail address

SCHEDULE A

SECTION 1. CREDIT FACILITY

1.1 Operating Credit

1.1.1 Credit

Operating credit, payable on demand, up to an amount not exceeding \$100,000.00 in Canadian dollars, to be used to finance the Borrower's day-to-day operations.

1.1.2 Drawdown

The credit can be used and re-used by way of floating-rate advances.

1.1.3 Interest rate

The Bank's Canadian prime rate plus 0.75% per annum.

1.1.4 Disbursements and repayments

The disbursements to be made and the repayments to be collected on the credit shall be made or collected in multiples of \$1,000.00.

1.2 MasterCard Cards

Revolving credit, payable on demand, up to an amount not exceeding \$10,000.00, in Canadian dollars, to be used by way of credit cards issued by the Bank in the name of the Borrower and affiliated with the MasterCard International Inc. network.

The issuance and maintenance by the Bank of MasterCard credit cards in the name of the Borrower and affiliated with the MasterCard International Inc. system are subject to the Borrower signing of and compliance with any agreement, document or other writing or instrument required by the Bank providing for, in particular, enrolment conditions, payment terms and conditions, and the liability of the Borrower and the Bank.

SECTION 2. SECURITY

Unless otherwise specified, all the present and future, direct and indirect, obligations of the Borrower towards the Bank, are now and/or shall at all times be secured by the following security, in accordance with the documents in use at the Bank, namely:

2.1 Security Given by the Borrower

2.1.1 A 1st ranking general security agreement charging all personal property, present and after-acquired, tangible and intangible, registered in the province of Ontario: (held).

2.2 Security Provided by the Guarantor(s)

2.2.1 Guarantee in the amount of 120,000.00 \$ from Kalasius Anthonipillai and Mary Kalasius (to be obtained).

2.2.2 Unlimited guarantee from Ratnas Property Investment Inc., which guarantee shall at all times be secured by (to be obtained):

2.2.2.1 A 1st ranking general security agreement charging all Ratnas Property Investment Inc personal property, present and after-acquired, tangible and intangible, registered in the province of Ontario: which shall secure all present and future obligations of Ratnas Property Investment Inc. toward the Bank (held).

2.2.2.2 A 1st ranking charge/mortgage in the amount of \$2,740,000.00 on the real properties or lots hereunder: 369 Ontario St., Port Hope, Ontario, as well as a general assignment of rents which shall secure all present and future obligations of Ratnas Property Investment Inc toward the Bank (held).

2.2.2.3 Environmental Indemnity Agreement for the property located at 369 Ontario St., Port Hope, Ontario (held).

2.3 Other Security, Documents or Agreements

- 2.3.1** Subordination agreement by Kalasius Anthonipillai and Mary Kalasius relating to the redemption of all the shares and units of the Borrower and the payment of all claims and sums that are or shall become due by the Borrower to Kalasius Anthonipillai and Mary Kalasius (held).
- 2.3.2** Rider designating the Bank as the beneficiary of the proceeds of the insurance policies covering the property given as security, up to its full replacement value and, upon request of the Bank, a copy of the insurance policy. (to be obtained).
- 2.3.3** Any other security document, agreement or document that the Bank may deem appropriate, from time to time, at its sole discretion, in order to, in particular, confer or preserve the rank of the security granted in favour of the Bank as set out herein.

SECTION 3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Borrower and Guarantors

The Borrower and any guarantor, if applicable, respectively represent and warrant to the Bank that:

- 3.1.1** It is a duly constituted and registered entity that complies with the legislation governing it, and it has the powers, permits and licences required to operate its company and to own, manage and administer its property;
- 3.1.2** There has been no adverse material change in its financial situation since the date of its most recent annual financial statements and/or other financial information provided to the Bank. Such statements and information fairly represent the Borrower's financial situation at the date that they were drawn up. The Borrower does not foresee incurring any significant liabilities which have not already been disclosed to the Bank;
- 3.1.3** It is not involved in any dispute or legal proceeding likely to have an adverse material impact on its financial situation or on its capacity to operate its company;
- 3.1.4** It has good and marketable title to all its property, which is free and clear of all prior claims, security or any other similar charges, liens or encumbrances, except for the encumbrances previously granted in favour of the Bank and the encumbrances permitted by the Bank;
- 3.1.5** It is not in default under any agreement, including those entered into with the Bank;
- 3.1.6** Any taxes, assessments, income taxes or other levies payable by the Borrower or imposed on its property have been paid, without subrogation in favour of any third party.

3.2 Survival of Representations and Warranties

The Borrower and any guarantor, if applicable, respectively undertake to ensure that each representation and warranty contained in this section remains true and accurate at all times.

SECTION 4. CONDITIONS PRECEDENT

4.1 Required Documents and Other Conditions

Before the disbursement and/or renewal of the credit facility(ies) described herein, the Borrower and any guarantor, as applicable, shall provide, execute or accomplish the following to the Bank's satisfaction:

- 4.1.1** Any signed writing or document that may reasonably be requested by the Bank, including, without limitation, any notes and security documents duly registered at the rank required by the Bank;
- 4.1.2** A true copy of up-to-date constating documents of the Borrower and/or any corporate guarantor, if applicable, and any amendments thereto, if applicable;
- 4.1.3** Payment in full of the fees and expenses required by the Bank including, without limitation, the fees and expenses for preparing this Offer of financing and the security, if applicable;

- 4.1.4 The personal financial statement or statement of net equity of Anthonipillai Kalasius and Mary Kalasius as well as a copy of its most recent income tax return (provincial and federal) including its related statement of income and expenses and notice of assessment;
- 4.1.5 For each property granted as security in favour of the Bank, proof that all property taxes and real estate taxes have been paid in full, without subrogation and if applicable: a copy of the title deeds and land transfer duties;
- 4.1.6 Any other document that may reasonably be requested by the Bank.

SECTION 6. COVENANTS

6.1 Financial Commitments

6.1.1 Financial statements

The Borrower shall keep adequate accounts and other accounting registers in keeping with generally accepted accounting principles and shall provide the Bank with the following financial statements, to the Bank's satisfaction:

- 6.1.1.1 The unaudited with a notice to reader non-consolidated annual financial statements of the Borrower, within 90 days of the end of its fiscal year;
- 6.1.1.2 The personal financial statement or statement of net equity of Kalasius Anthonipillai & Mary Kalasius as well as a copy of its most recent income tax return (provincial and federal) including its related statement of income and expenses, and notice of assessment on an annual basis;
- 6.1.1.3 Statement of net equity of Kalasius Anthonipillai and Mary Kalasius on an bi-annual basis
- 6.1.1.4 The unaudited with a review engagement annual financial statements of any corporate guarantor, within 90 days of the end of its fiscal year
- 6.1.1.5 Notwithstanding the foregoing, the Bank reserves the right to require from the Borrower interim financial statements on a basis other than the one set out above.

6.2 Positive Covenants

The Borrower undertakes to comply with all its commitments towards the Bank under any credit agreement, present and future. Furthermore, the Borrower and any guarantor, if applicable, respectively undertakes to:

- 6.2.1 Operate its business in a diligent and continuous manner while complying with legislation and obtaining and maintaining the required permits and licences;
- 6.2.2 Use the proceeds of the financing granted for the purposes stipulated herein;
- 6.2.3 Provide the Bank with any information or document that the Bank may from time to time reasonably request and give, at all times, to the Bank representatives or agents the right to inspect its establishments and access thereto, and shall further permit the Bank's representatives to examine its books of account and other records and take extracts therefrom or make copies thereof;
- 6.2.4 Maintain, at all times, insurance coverage on its property against loss or damage caused by fire and any other risk as is customarily maintained by companies carrying on a similar business;
- 6.2.5 Transact all or most of its banking business with the Bank;
- 6.2.6 Punctually pay all taxes, assessments, deductions at source, income taxes or other levies for which the payment is secured by privilege, prior claim, legal hypothec, security or other lien or charge, with no subrogation or consolidation;
- 6.2.7 Notify the Bank, without delay, of any event of default or any other event which, following notice or the expiry of a time period, may constitute an event of default.

6.3 Negative Covenants

The Borrower and any corporate guarantor, if applicable, respectively undertake to obtain the Bank's prior written consent before they:

- 6.3.1 Materially change the nature of its operations or business;
- 6.3.2 Amalgamate with any other entity, continue its existence under the laws of another jurisdiction or initiate its dissolution, liquidation or file a notice of intention, an assignment of bankruptcy, a proposal seeking a reorganization or an arrangement with its creditors, under the bankruptcy and insolvency laws of Canada or similar laws of any foreign jurisdiction;
- 6.3.3 Grant advances to its officers, directors, shareholders, partners or related parties other than in the normal course of its business;
- 6.3.4 Grant financial assistance, make an investment or provide a guarantee to a third party other than a subsidiary;
- 6.3.5 Hypothecate, encumber, pledge, or otherwise give as security any of its movable/personal or immovable/real property;
- 6.3.6 Modify the control, direct or indirect, of RATNAS GAS INC. which is currently held by Anthonipillai Kalasius and Mary Kalasius;
- 6.3.7 Purchase by mutual agreement or redeem the shares of any category of the capital stock of the Borrower;
- 6.3.8 Declare or pay dividends on any category of shares, unless the Borrower has complied with the terms and conditions stipulated herein at all times and is able to continue to do so after the payment of such dividends.

6.4 Environmental Obligations

The Borrower and any guarantor, if applicable, respectively undertake to:

- 6.4.1 Comply with all legislative and regulatory environmental requirements (the "Environmental Requirements") with respect to its property and all the sites where it operates its company;
- 6.4.2 Immediately notify the Bank in the event that it does not comply with the Environmental Requirements relating to its property, its activities, or any neighbouring property, and immediately transmit to the Bank any notice or order it may receive or any fine that it may be ordered to pay in relation to the Environmental Requirements;
- 6.4.3 At the request of and in accordance with the conditions set by the Bank and, at its own cost, furnish any information with respect to its environmental situation, including any report prepared by a firm acceptable to the Bank;
- 6.4.4 In the event that any Environmental Requirements are not being respected, render all necessary work in order to ensure that its company and property comply with the Environmental Requirements and do so, within a period acceptable to the Bank; and,
- 6.4.5 Indemnify the Bank for any damage which the Bank may suffer or any liability which it may incur as a result of non-compliance with the Environmental Requirements.

The provisions, undertakings and indemnification set out in this section shall survive the cancellation and release of the security, and/or the final payment in full of any amount owing by the Borrower to the Bank.

SECTION 7. DEFAULT**7.1 Events of Default**

Without limiting the demand nature of the credits, as applicable, the occurrence of one or more of the following events shall constitute a default hereunder:

- 7.1.1 If the Borrower fails to pay any instalment of principal or any interest, fees and incidental charges or any other amount payable hereunder or under any of the security documents when due and payable;

- 7.1.2 If the Borrower or any guarantor, if applicable, made a representation or warranty to the Bank which proves to be incorrect, erroneous or inaccurate;
- 7.1.3 If the Borrower, any guarantor or any intervenor, if applicable, fails to perform any of its obligations hereunder or pursuant to any of the security documents;
- 7.1.4 If the Borrower or any guarantor, if applicable, becomes insolvent or bankrupt, is in the process of winding up, makes an assignment of its property for the benefit of its creditors, files a proposal or gives notice of its intention to file such a proposal, is being reorganized, ceases to operate its business or if a material adverse change affects its financial situation;
- 7.1.5 If proceedings are instituted by the Borrower, any guarantor or a third party with respect to the Borrower or any guarantor, as applicable, or their operations for the bankruptcy, dissolution, winding-up, reorganization, composition, arrangement or readjustment of the indebtedness;
- 7.1.6 If a creditor, trustee in bankruptcy, receiver or other third party takes possession of all or a significant portion of the property of the Borrower or any guarantor, if applicable, or if in the Bank's opinion such property is subject to a prior notice of the exercise of a hypothecary right or an enforcement of security notice or a notice to withdraw authorization to collect claims, or is seized;
- 7.1.7 If the Borrower or any guarantor, if applicable, is in default under the terms of any other contract, agreement or writing with the Bank, any financial institution or government entity or any other creditor having any liens on the property of the Borrower or any guarantor, if applicable;
- 7.1.8 If this offer, any security document or other document related thereto ceases to be in force, including, without limitation, if a security ceases to retain the ranking provided for herein.

7.2 Rights and Remedies of the Bank

Without limiting the Bank's rights hereunder, under the security or related documents and subject to its other rights and remedies, in the event of default:

- 7.2.1 The Bank may terminate any credit facility and declare liquid and payable all monetary obligations of the Borrower not yet due at that time and claim from the Borrower or any guarantor, if applicable, without further notice or demand, immediate payment of all amounts owing;
- 7.2.2 The Bank may charge the Borrower reasonable analysis, administration and follow-up charges and may also retain the services of legal counsel, accountants or other professionals (and pay their fees) with respect to protecting and enforcing the Bank's security;
- 7.2.3 Any amount collected or received by the Bank, including the balance of any proceeds from the realization on the security, may be withheld by the Bank and, at its discretion, be applied to any portion of the Borrower's indebtedness to the Bank (on the understanding that any amount disbursed by the Bank to realize, retain or preserve any right or security given hereunder shall bear interest until payment in full, at the Bank's Canadian Prime Rate plus 3%).

7.3 Waiver, Omission and Cumulative Remedies

The Bank may set time limits, accept or waive security, accept arrangements, grant discharges and acknowledge cancellation/discharge, and transact with the Borrower, as it shall deem appropriate without in any way reducing the liability of the Borrower or any guarantor, or affecting the rights of the Bank hereunder, under the security provided herein or under any related document.

Any omission on the part of the Bank to notify the Borrower or any guarantor of any event of default hereunder or to avail itself of any of its rights hereunder shall not be construed as a waiver by the Bank to take recourse in such event of default or to exercise any right.

Acceptance by the Bank, following any default by the Borrower, of any sum owing to it or its exercising of any right or remedy shall not preclude the Bank from exercising any other right or remedy, which it may have, whether pursuant to any agreement or otherwise provided by law, said rights and remedies of the Bank being cumulative and not alternative, and in addition to and not in substitution for, any other right or remedy of the Bank.

7.4 Increased Risk

Should a material change, deemed unfavourable by the Bank, occur in the (i) level of inherent risk in the financing, (ii) the financial situation of the Borrower and/or any guarantor, (iii) the value of the property given as security to the Bank by the Borrower and/or any guarantor or the value of their enterprises (operations), (iv) the rank of the security granted in favour of the Bank, or (v) the Borrower's capacity to meet its obligations to the Bank, pursuant to the law or the terms and conditions of any contract deemed material by the Bank, the Bank reserves the right to cancel any credit facility at its sole discretion and demand repayment of any amount already disbursed in this respect.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1 Accounting Terms

Each accounting term used herein, unless otherwise defined, shall have the meaning ascribed to it in the generally accepted accounting principles of the Canadian Institute of Chartered Accountants in effect at the time this Offer is accepted, and any financial information provided to the Bank by the Borrower must be prepared in accordance with those principles. Should there be a change in the way these accounting principles are interpreted or applied, in particular, with respect to the Borrower, which affects the calculation of certain ratios and other financial commitments, the Bank reserves the right to review these ratios and financial commitments, whether or not the financing has expired.

8.2 Terms related to the term loans

Terms and conditions for term loans may be agreed upon verbally and confirmed to the Borrower by email or regular mail. If the Bank and the Borrower choose to extend the term before the term loan expires, the new term, applicable interest rate and the payment date (as applicable) may be agreed upon verbally with the loan remaining subject to the other applicable conditions. These terms and conditions may then be confirmed to the Borrower and Guarantor by email or regular mail. Neither the Bank nor the Borrower shall be obligated to extend a term loan at expiry, the Borrower could then repay the loan in full, and the Bank could require payment of said loan.

8.3 Definitions

"Business day": means any day, other than Saturday or Sunday, on which the offices of the Bank are open in the province identified in the last section herein titled "Governing Law."

"Canadian Prime Rate": means the annual floating interest rate announced publicly by the Bank from time to time and used to determine the interest rates applicable to commercial loans in Canadian dollars granted by the Bank in Canada.

"Excess generated funds": means [net income + amortization +/- deferred income taxes for a given fiscal year] - [principal payments made during the given fiscal year].

"Floating rate": means the interest rate applicable to floating-rate advances in Canadian or U.S. dollars, as applicable, made hereunder.

"Rate offered": means the annual interest rate determined from time to time by the Bank, for the term chosen by the Borrower, as being the fixed interest rate applicable to its commercial fixed-rate term loans granted by the Bank in Canada for the same term.

"U.S. Base Rate": means the annual floating interest rate announced publicly by the Bank from time to time and used to determine the interest rates applicable to commercial loans in U.S. dollars granted by the Bank in Canada.

8.4 Calculation of Interest and Arrears

Unless otherwise stipulated herein or in any related document relating to this Offer, including without limitation, all demand and term notes, interest and arrears shall be calculated as follows:

- 8.4.1** Interest on any amount due hereunder shall be calculated daily and not in advance on the basis of a 365-day year. For the purposes of the Interest Act (Canada) in the case of a leap year, the annual interest rate corresponding to the interest calculated on the basis of a 365-day year is equal to the interest rate thus calculated multiplied by 366 and divided by 365;

8.4.2 Interest shall be payable on the 26th day of each month, with a minimum charge of \$10 per credit payable on demand. However, under no circumstances shall the interest payable (or any amount considered interest under the law) exceed the maximum interest amount permitted by law. As applicable, the interest amount will be reduced so as not to exceed this maximum; and

8.4.3 Any amount of principal, interest, commission, discount or of any other nature remaining unpaid at maturity shall bear interest at the rate of the credit concerned. The interest on arrears shall be compounded monthly and payable on demand.

8.5 **Records**

The Bank shall keep records evidencing the amounts payable under this financing, including but not limited to the principal repayment and interest payment conditions as well as applicable fees. Unless expressly indicated otherwise, the content of these records shall provide evidence as to the indebtedness to which they attest.

Converting advances or loans into advances or fixed-rate or floating-rate loans or bankers' acceptances (or vice versa) as well as any change in a credit name or number in the Bank's records shall not result in the novation of credits or the Borrower's indebtedness, regardless of the transaction entry or processing by the Bank's computer systems.

8.6 **Currency of Payments**

All amounts due by the Borrower hereunder shall be paid by the Borrower to the Bank in the currency of the relevant credit. Whenever an amount in Canadian dollars is to be converted into or expressed in U.S. dollars, or the equivalent in U.S. dollars (or inversely) must be determined, the Bank may calculate this conversion or equivalence in accordance with its normal practices.

8.7 **Credit Facility Overrun**

Should the indebtedness owing to the Bank under a credit facility hereof exceed the authorized credit amount hereunder and the Bank has not formally authorized this situation, the Borrower shall be required to repay the Bank, without further notice or demand, an amount equal to such excess amount. If, however, the Bank were to tolerate an amount in excess of the authorized credit facility, the Borrower hereby undertakes to pay the overlimit fees required at such time by the Bank, failing which the Borrower shall be required to repay such excess amount to the Bank.

8.8 **Additional Costs**

The Borrower undertakes to pay the Bank for the following costs, as determined by the Bank:

8.8.1 Should a statute, regulation, or administrative policy or order have the effect of increasing the costs of the credit facility for the Bank (namely as a result of the imposition of any reserves, taxes or capital adequacy requirements for the Bank), the Borrower shall pay this additional cost on demand; and

8.8.2 All taxes or additional costs that may arise from the application of any federal, provincial or municipal legislation.

8.9 **Payments and Debit to the Account(s)**

The Borrower irrevocably authorizes the Bank to debit periodically or from time to time any bank account it may maintain at the Bank in order to pay all or part of the amounts it may owe to the Bank hereunder. If the payment is payable on a non-business day, this payment may be made on the next business day and this delay shall be taken into consideration when calculating the interest.

8.10 **Set-off**

In addition to all its other rights, the Bank may offset any amount owing hereunder with any sum due by the Bank to the Borrower or a guarantor (including in accordance with any deposit made with the Bank), even if this sum is not due or is payable in another currency (in which case the Bank can convert this amount into the currency of the amount due to the Bank). To do any of the foregoing, the Bank may debit any account held by the Borrower or a guarantor with the Bank.

Without limiting the foregoing, the Borrower authorizes the Bank to establish every day, or at any other interval the Bank may determine, the position or net position, as applicable, of the Borrower's deposit account(s) with the Bank (the "Deposit Account"), and it is understood that:

- 8.10.1** If the position or net position of the Deposit Account represents a credit balance, the Bank may apply all or part of this credit to the repayment of the advances under any revolving credit made available to the Borrower and shall debit the Deposit Account for the amount paid, rounded to the amount of the minimum repayment applicable to the relevant credit; and
- 8.10.2** If the position or net position of the Deposit Account represents a debit balance, the Bank shall grant an advance under any revolving credit made available to the Borrower to create a credit balance or a net credit balance in the Deposit Account and increase the advances for such revolving credit by an equivalent amount without however exceeding the authorized credit amount; the advance shall be rounded to the amount of the minimum disbursement applicable to the relevant credit, if applicable.

8.11 Assignment

The Borrower cannot assign its rights hereunder. The Bank may, however, assign or transfer all or part of its rights and obligations under this Offer (or grant participations), without notifying the Borrower or any guarantor.

8.12 Presumption of Accuracy of Information

All documents and information provided to the Bank by the Borrower, regardless of the medium (paper, electronic, verbal or other form) whether or not they are signed by one of the Borrower's representatives, shall be deemed by the Bank to be accurate and validly issued by the Borrower, without further formality. Moreover, the Bank shall not be held liable for any fees or delays which may be caused when an instruction is sent and which could be due to a technical problem attributable to the systems in use at the Bank.

8.13 Final Agreement, Interpretation and Counterparts

Once accepted and signed by the Borrower, this Offer of Financing shall constitute the final agreement between the parties, with the exception of any subsequent written amendments agreed upon by the parties, and it shall supersede any prior agreements, verbal or written, with respect to the financing solution described herein.

This Offer is made without novation to the credits already granted to the Borrower, if applicable, and without derogation to the rights, hypothecs, security, mortgages, guarantees, suretyships, remedies, recourses and priority ranking arising from any previous offer of financing and the security documents, and the other writings related thereto, which shall continue to secure all the terms, conditions and obligations of such credits, whether covered or not by this Offer.

In the event of inconsistency between this Offer and any other prior agreement relating to the credits described herein already granted in favour of the Borrower, the terms and conditions of this Offer shall prevail.

This Offer may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and all such counterparts taken together shall constitute one and the same document.

8.14 Indemnification

The Borrower and guarantor agree to indemnify and save harmless the Bank, its officers, administrators, employees and agents against all losses, liability, claims, damages and fees suffered or incurred by them, in any manner whatsoever, arising from or in connection with this offer (notably further to the Borrower's failure to abide comply with any applicable law or regulation, including failure to comply with fiscal law or regulation), except if these losses, liability, damages or fees result from the gross negligence or intentional fault of the Bank, its officers, administrators, employees or agents. This provision shall survive the cancellation of the security or full and final payment of any amount owing by the Borrower to the Bank.

8.15 Liability

When the term "Borrower" designates more than one person, each one shall be jointly and severally (Canada except Quebec) or solidarily (Quebec) liable for the obligations stipulated herein including, without limitation, those resulting from advances made by the Bank.

8.16 Review

The terms and conditions of the credits granted by the Bank to the Borrower hereunder are subject to periodic review, at the Bank's discretion.

8.17 Fees and Charges

Non-refundable fees in the amount of \$0.00 shall be payable by the Borrower and shall be collected directly from the Borrower's current account on acceptance of this Offer.

Whether or not the following proposed transaction is carried out or whether or not the financing is disbursed, the following costs, charges and expenses, if applicable, are payable by the Borrower, in addition to the other fees already provided for herein:

- (i) All the costs to register security documents required herein; and
- (ii) All the professional fees, charges and expenses (in particular, appraisal, audit, notary and lawyer fees) incurred under this Offer and other documents covered by this Offer.

8.18 Collection, Use and Disclosure of Information

The Borrower, the guarantor(s), if applicable, and their representative(s) hereby authorize the Bank to use the necessary information pertaining to them which the Bank has or may have for the purpose of granting credit and insurance products (where permitted by law) and further authorize the Bank to disclose such information to its affiliates and subsidiaries for this same purpose. Moreover, they hereby authorize the Bank to obtain personal information pertaining to them from any party likely to have such information (financial intermediaries, depositaries, credit-reporting agencies, financial institutions, creditors, employers, professionals, tax authorities, public entities, persons with whom they have business relations, and Bank affiliates and subsidiaries) in order to verify the accuracy of all information provided to the Bank and to ensure the solvency of the Borrower, the guarantor(s), if applicable, and their representative(s).

8.19 Demand Credit Facilities

Notwithstanding any provision to the contrary, the Borrower agrees and acknowledges that (i) the credit facilities payable on demand in this Offer constitute demand credits and, are therefore payable at any time at the Bank's sole discretion and (ii) the Bank may, at any time, before or after a request for reimbursement, terminate these credit facilities and stop making new advances, without delay or notice to the Borrower.

8.20 Invalidity of Any Provisions Herein

This Offer does not constitute an indivisible whole. Any decision by a court rendering any of the provisions hereof null or unenforceable shall in no way affect, invalidate or render unenforceable the other provisions hereof.

8.21 Governing Law

This Offer shall be construed and interpreted in accordance with the laws of the province of Ontario.

SCHEDULE B

COMMERCIAL LOAN INSURANCE

All key members of your personnel are eligible for life and disability insurance coverage on the company's loans. This coverage gives you a number of advantages including: (i) tax-deductible premiums in some cases; (ii) protection for the covered persons' heirs and the company itself in the event of death; and (iii) payment of the company's loan(s) in part or in full. Life and disability insurance for commercial loans is available at a competitive cost.

☐ We would like more information about commercial loan insurance.

☐ We are not interested in commercial loan insurance.

☐ We already have commercial loan insurance.

ANALYSIS OF FINANCIAL PLANNING NEEDS

National Bank can offer you the services of a professional financial planner who can perform a more comprehensive analysis of the financial needs of the company's owners, shareholders or officers. Certain financial products designed to maintain income or finance income taxes in the event of death can play an important role in planning the transfer of your business and financing a shareholders' agreement. The same applies in cases involving disability or critical illness. Since the obligations and financial situations of the company's owners, shareholders or officers can change regularly, an analysis of their needs relating to those issues is crucial.

☐ We would like to meet with an expert and have completed the National Bank Planning and Benefits financial planning service proposal.

ANALYSIS OF GROUP PENSION PLAN NEEDS

A group pension plan is an excellent way to attract, motivate and retain your employees. There are numerous advantages in setting up this type of plan within your organization. A meeting with our expert could help you save money by guiding you towards the best type of plan for your organization.

☐ We would like to meet with an expert and have completed the National Bank Planning and Benefits employee benefits service proposal.

ANALYSIS OF INDIVIDUAL PENSION PLAN NEEDS

For owners of businesses and their key employees, an individual pension plan is a financial tool that can be extremely advantageous from a taxation perspective. Deductions at source, as well as the possibility of transferring sums of money out of the company, tax-free, are some examples. Each case is different, so a meeting with our expert will help you ascertain whether the many advantages offered by an individual pension plan will work for your particular situation.

☐ We would like to meet with an expert and have completed the National Bank Planning and Benefits employee benefits service proposal.

Based on the needs you have indicated, the appropriate expert will contact you soon to provide more information about our services.

Signed at Toronto
in the Province of ONTARIO on this 28
day of 14 20 18.

RATNAS GAS INC.
By: [Signature]
SUBUPOET HOPE@hotmail.com
E-mail address

By: M.A.K. Gue
SUBUPOET HOPE@hotmail.com
E-mail address

EXHIBIT “D”

This is Exhibit “D” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits



GENERAL SECURITY AGREEMENT
(All present and future assets)
(Canada except Quebec)

GRANTED BY: RATNAS PROPERTY INVESTMENT INC.
(hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank"),

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired property and undertaking (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds:

- a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "Inventory");
- c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"), and all rights under any lease or agreement relating to Real Property;
- i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

1.3 Certain definitions

- a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank;
- c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term "Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

1.5 Real Property

- a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event which by operation of law would result in such floating charge becoming a fixed charge;
- b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

- a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the Ontario Personal Property Security Act, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;
- b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and
- c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;
- f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;

- g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

Each schedule referred to in this Agreement and attached hereto shall form part of this Agreement. Any subsequent modifications to a schedule will be deemed to replace and supersede the earlier version and form part of this Agreement.

3. INSURANCE

3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. ~~At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.~~

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5. DEFAULT AND REMEDIES

5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- d) the Debtor is in default under any other agreement with the Bank;
- e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- f) the Debtor is insolvent;
- g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- c) the Bank may carry on all or any part of the business of the Debtor;
- d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or
- i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound, in the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

6. GENERAL

6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the Limitation of Civil Rights Act and Part IV of the Saskatchewan Farm Securities Act of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2018/01/08

Date of Execution (YYYY MM DD)

RATNAS PROPERTY INVESTMENT INC.

By:

(Authorized signature)
Karasius Anthoripillai, President

By:

(Authorized signature)
Mary Karasius, Secretary
I/We have authority to bind the corporation

For 8 of 12.

Date of Execution (YYYY MM DD)

NATIONAL BANK OF CANADA

By:

(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

508, Main Street E, Shelburne, ON L9V 2Z2

ADDRESS OF BANK FOR NOTICE PURPOSES:

6-350 BURNHAMTHORPE O., MISSISSAUGA, ON L5B3J1

SCHEDULE A

To a General Security Agreement made as of January 8, 2018
 between RATNAS PROPERTY INVESTMENT INC.

as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS AND TRADE NAME(S) (Section 2.1(a))

Principal residence:	_____
Chief executive office:	<u>508, Main Street E, Shelburne, ON L9V 2Z2</u>
Registered office:	<u>508, Main Street E, Shelburne, ON L9V 2Z2</u>
Other Places of Business:	<u>508, Main Street E, Shelburne, ON L9V 2Z2</u>
Governing Law:	<u>N/A</u>

2. LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))

Address(es):

<u>508, Main Street E, Shelburne, ON L9V 2Z2</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))

Properties

PIN	51078 - 0300 LT	Interest/Estate	Fee Simple
Description	PT LT 2 E/S ONTARIO ST, 3 E/S ONTARIO ST PL 11 PORT HOPE AS IN PH53811; MUNICIPALITY OF PORT HOPE		
Address	369 ONTARIO ST PORT HOPE		

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	RATNAS PROPERTY INVESTMENT INC.
Address for Service	508 Main Street East Shelburne, Ontario L9V 2Z2

I, Kalasius Anthonipillai, President, and I, Mary Kalasius, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s)CapacityShare

Name	NATIONAL BANK OF CANADA
Address for Service	350 Burnhamthorpe Road West Suite 601 Mississauga, Ontario L5B 3J1

Statements

Schedule: See Schedules

Provisions

Principal	\$2,740,000.00	Currency	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate	25% per annum		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	201314		
Insurance Amount	full insurable value		
Guarantor	Kalasius Anthonipillai, Mary Kalasius and Ratnas Gas Inc.		

Signed By

David Mathew Markowitz	1000-120 Adelaide St. W. Toronto M5H 3V1	acting for Chargor(s)	Signed	2018 01 11
Tel	416-363-2211			
Fax	416-363-0645			

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

SCHNEIDER RUGGIERO LLP	1000-120 Adelaide St. W. Toronto M5H 3V1	2018 01 18
Tel	416-363-2211	

Submitted By

Fax 416-363-0645

Fees/Taxes/Payment

Statutory Registration Fee	\$63.65
Total Paid	\$63.65

File Number

Chargor Client File Number :	179413
Chargee Client File Number :	39871/DM

SCHEDULE OF ADDITIONAL MORTGAGE TERMS

This Charge/Mortgage is given as collateral security to a facility letter dated October 27, 2017, as it may be amended from time to time (the “**Facility Letter**”) and all loan documents delivered pursuant thereto (collectively, the Facility Letter and loan documents are referred to as the “**Loan Documents**”). Default under the Loan Documents shall constitute default under this Charge/Mortgage allowing the Chargee to avail itself to and to utilize any and all remedies with respect to the lands charged available to it as set out in the Standard Charge Terms incorporated into the Charge/Mortgage and as may be available to it under the Loan Documents, statute or in law.

The Chargor covenants and agrees that it shall not, without the prior written consent of the Chargee, execute or deliver any mortgage, charge, lien or other encumbrance of the lands municipally known as 369 Ontario Street, Port Hope, Ontario and legally described in PIN 51078-0300(LT) (the “**Charged Premises**”) intended to rank subordinate to this Charge.

The Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Chargee for payment of the indebtedness in an amount not exceeding the amount secured by this Charge and performance of the Chargee’s other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Chargee representing all or any part of the indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.

In the event of conflict between the Facility Letter and the terms of this Charge, the provisions of the Facility Letter shall prevail; provided that any provision herein contained that is not contained in the Facility Letter and vice versa shall not in and of itself be considered to be inconsistent or in conflict.

Properties

PIN 51078 - 0300 LT
Description PT LT 2 E/S ONTARIO ST, 3 E/S ONTARIO ST PL 11 PORT HOPE AS IN PH53811;
 MUNICIPALITY OF PORT HOPE
Address 369 ONTARIO ST
 PORT HOPE

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name RATNAS PROPERTY INVESTMENT INC.
Address for Service 508 Main Street East
 Shelburne, Ontario
 L9V 2Z2

I, Kalasius Anthonipillai, President, and I, Mary Kalasius, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
--------------------	-----------------	--------------

<i>Name</i>	NATIONAL BANK OF CANADA
<i>Address for Service</i>	350 Burnhamthorpe Road West Suite 601 Mississauga, Ontario L5B 3J1

Statements

The applicant applies for the entry of a notice of general assignment of rents.
This notice may be deleted by the Land Registrar when the registered instrument, ND162166 registered on 2018/01/18 to which this notice relates is deleted
Schedule: See Schedules

Signed By

David Mathew Markowitz	1000-120 Adelaide St. W. Toronto M5H 3V1	acting for Applicant(s)	Signed	2018 01 17
------------------------	--	----------------------------	--------	------------

Tel 416-363-2211
Fax 416-363-0645

I have the authority to sign and register the document on behalf of all parties to the document.

David Mathew Markowitz	1000-120 Adelaide St. W. Toronto M5H 3V1	acting for Party To(s)	Signed	2018 01 17
------------------------	--	---------------------------	--------	------------

Tel 416-363-2211
Fax 416-363-0645

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

SCHNEIDER RUGGIERO LLP	1000-120 Adelaide St. W. Toronto M5H 3V1	2018 01 18
------------------------	--	------------

Tel 416-363-2211
Fax 416-363-0645

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$63.65
<i>Total Paid</i>	\$63.65

A96

File Number

Applicant Client File Number : 179413
Party To Client File Number : 39871/DM

This agreement and assignment made as of the 18th day of January, 2018.

BETWEEN:

RATNAS PROPERTY INVESTMENT INC.

(hereinafter called the "Assignor")

of the first part,

and

NATIONAL BANK OF CANADA,

a bank governed by the Bank Act (Canada)

(hereinafter called the "Assignee")

of the second part,

witnesses that the Assignor is the owner of the Lands subject to the Mortgage and has agreed to enter into this agreement and assignment with the Assignee as collateral security for the due payment and performance of the Obligations secured under the Mortgage.

Now, therefore, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), it is hereby covenanted, agreed and declared as follows:

1. In this agreement and assignment, unless there is something in the subject matter or context inconsistent therewith,
 - (a) **"Lands"** means the lands and premises described in Schedule A attached to this agreement and assignment;
 - (b) **"Leases"** includes without limitation:
 - (i) every existing and future lease of and agreement to lease or offer to lease of the whole or any portion of the Lands and any and all extensions and renewals thereof;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence and any and all extensions and renewals thereof;
 - (iii) every existing and future indemnity or guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of tenants of the whole or any portion of the Lands;
 - (c) **"Mortgage"** means the charge or mortgage of land from the Assignor to the Assignee, dated January 18, 2018, and registered in the appropriate Land Titles Office/Registry concurrently with this agreement and assignment, securing the principal sum of \$2,740,000.00 and interest thereon, and including, but not limited to, any schedules and any standard charge/mortgage terms referred to therein or attached thereto, forming a part thereof, as same may be amended, restated, and/or supplemented from time to time;
 - (d) **"Obligations"** shall have the meaning set forth in the Mortgage; and
 - (e) **"Rents"** means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of tenants, users, occupiers, licensees, indemnitors and guarantors, under or in respect of the Leases.
2. The Assignor hereby assigns to the Assignee, its successors and assigns (as security for the Obligations (in principal, interest, costs and otherwise) secured by the Mortgage and until such Obligations have been fully paid and satisfied) the interest of the Assignor in and to the Leases and Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment of the Rents and performance of the obligations of the tenants, users, occupiers, licensees, indemnitors and guarantors under the Leases in the name of the Assignor or the owner from time to time of the Lands.
3. The Assignor hereby covenants and agrees that:
 - (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term);
 - (b) there has been no default of a material nature which has not been remedied under any of the existing Leases, or any of the parties thereto;

-
- (c) the Assignor will observe and perform all of the Assignor's obligations under each of the Leases; and **A98**
- (d) the Assignor shall not surrender or materially modify, alter or amend the Leases or any of the benefit or advantage to be derived therefrom, without first obtaining the consent in writing of the Assignee.
4. Subject to the provisions of paragraph 3 (a) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until, the Mortgage being in default, the Assignee shall give notice to the tenant, user, occupier, licensee, indemnitor or guarantor thereunder requiring payment to the Assignee.
5. Nothing contained herein or in any statute shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement and assignment or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the Lands or the charged premises and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions. Any monies received by the Assignee may be applied and reapplied notwithstanding any previous application on such part or parts of the Obligations as the Assignee decides in its sole discretion.
6. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this agreement and assignment and whenever in the future any lease, agreement, licence, indemnity or guarantee with respect to the Lands is made, the Assignor will forthwith advise the Assignee of the terms thereof and, if requested by the Assignee, give the Assignee a specific assignment of the Rents thereunder in form satisfactory to the Assignee.
7. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants which are not less favourable or desirable than those which a prudent landlord would expect to receive for the premises to be leased.
8. It is understood and agreed that this agreement and assignment is being taken as collateral security only for the due payment and performance of the Obligations secured under the Mortgage; and that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge of the Mortgage this agreement and assignment shall be of no further force or effect.
9. Any demand, notice or other communication to be given in connection with this agreement and assignment must be given in writing and may be given by delivery or by facsimile, addressed to the recipient as follows:
- To the Assignor:**
RATNAS PROPERTY INVESTMENT INC.
508 Main Street East, Shelburne, Ontario L9V 2Z2
Attention: Kalasius Anthonipillai
Facsimile No.:
- To the Assignee:**
National Bank of Canada
350 Burnhamthorpe Rd., W., 6th Fl., Mississauga, ON L5B 3J1
Attention: Sagar Sethi, Manager
Fax: 905.270.1880
10. This agreement and assignment and everything herein contained shall extend to, bind and enure to the benefit of the respective successors and assigns of each of the parties hereto.
11. This agreement and assignment shall be governed in all respects by the laws of the Province where the Lands are situated and the laws of Canada applicable therein.

SCHEDULE A
LEGAL DESCRIPTION OF LANDS

PT LT 2 E/S ONTARIO ST, 3 E/S ONTARIO ST PL 11 PORT HOPE AS IN PH53811; MUNICIPALITY OF PORT HOPE

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

RATNAS GAS INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

---UNLIMITED---

in Canadian dollars

(\$ UNLIMITED) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto **A101** is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Toronto
this Feb 20 day of 2018.

SIGNED, SEALED AND DELIVERED

WITNESS

Sherin Kalasius
First name and last name (in block letters)

MICHAEL, MICHAEL THAS
First name and last name (in block letters)

First name and last name (in block letters)

First name and last name (in block letters)

First name and last name (in block letters)

First name and last name (in block letters)

First name and last name (in block letters)

GUARANTOR: **RATNAS PROPERTY INVESTMENT INC.**

[Signature]

M.A.V. [Signature]

EXHIBIT “E”

This is Exhibit “E” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits



GENERAL SECURITY AGREEMENT
(All present and future assets)
(Canada except Quebec)

GRANTED BY: RATNAS GAS INC.
(hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired property and undertaking (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds:

- a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "Inventory");
- c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not inventory (collectively, the "Equipment");
- d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"), and all rights under any lease or agreement relating to Real Property;
- i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

1.3 Certain definitions

- a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.
- c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term "Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

1.5 Real Property

- a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event which by operation of law would result in such floating charge becoming a fixed charge;
- b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

- a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the Ontario Personal Property Security Act, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;
- b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and
- c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;
- f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;

- g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

Each schedule referred to in this Agreement and attached hereto shall form part of this Agreement. Any subsequent modifications to a schedule will be deemed to replace and supersede the earlier version and form part of this Agreement.

3. INSURANCE

3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5. DEFAULT AND REMEDIES

5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- d) the Debtor is in default under any other agreement with the Bank;
- e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- f) the Debtor is insolvent;
- g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently.

- a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- c) the Bank may carry on all or any part of the business of the Debtor;
- d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or
- i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound, in the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

6. GENERAL

6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the Limitation of Civil Rights Act and Part IV of the Saskatchewan Farm Securities Act of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2018/01/08
Date of Execution (YYYY MM DD)

RATNAS GAS INC.

By: 
(Authorized signature)
Kalasius Anthonipillai, President

By: 
(Authorized signature)
Mary Kalasius, Secretary
I/We have authority to bind the corporation

2018 01 12
Date of Execution (YYYY MM DD)

NATIONAL BANK OF CANADA
By: 
(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

508, Main Street E, Shelburne, ON L9V 2Z2

ADDRESS OF BANK FOR NOTICE PURPOSES:

6-350 BURNHAMTHORPE O., MISSISSAUGA, ON L5B3J1

SCHEDULE A
January 8

To a General Security Agreement made as of _____, 2018

between _____
RATNAS GAS INC.

as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS AND TRADE NAME(S) (Section 2.1(a))

Principal residence:	_____
Chief executive office:	508, Main Street E, Shelburne, ON L9V 2Z2
Registered office:	508, Main Street E, Shelburne, ON L9V 2Z2
Other Places of Business:	508, Main Street E, Shelburne, ON L9V 2Z2
Governing Law:	N/A

2. LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))

Address(es):

508, Main Street E, Shelburne, ON L9V 2Z2	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

RATNAS PROPERTY INVESTMENT INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

---UNLIMITED---

in Canadian dollars

(\$ UNLIMITED) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

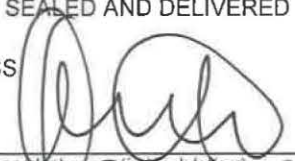
complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Toronto
this 5th day of January, 2018.

SIGNED, SEALED AND DELIVERED

WITNESS



First name and last name (in block letters)
Stanley Rosenberg


First name and last name (in block letters)
Stanley Rosenberg

GUARANTOR: RATNAS GAS INC.



Kalasius Anthonipillai
President



Mary Kalasius
Secretary
I/We have authority to bind the corporation

EXHIBIT “F”

This is Exhibit “F” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

RATNAS PROPERTY INVESTMENT INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

--- SIX HUNDRED AND EIGHTY-FIVE THOUSAND ---XX/100

in Canadian dollars

(\$ 685,000.00) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

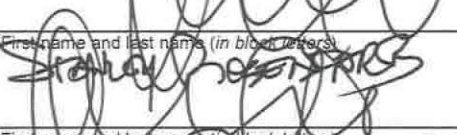
- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Toronto
this 27th day of January, 2018.

SIGNED, SEALED AND DELIVERED

WITNESS



First name and last name (in block letters)
Stanley Rosefield


First name and last name (in block letters)
Stanley Rosefield

GUARANTOR:



Kalasius Anthonipillai


Mary Kalasius

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

RATNAS GAS INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

— ONE HUNDRED AND TWENTY THOUSAND —XX

in Canadian dollars

(\$ 120,000.00) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto. **A117** is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at this Feb 20 day of 2019

TORONTO

SIGNED, SEALED AND DELIVERED

WITNESS

GUARANTOR

Sherin Kalasius
First name and last name (in block letters)

Anthoni Pillai Kalasius

MIURON, MICHAEL THAS
First name and last name (in block letters)

M. A. K. ystn
Mary Kalasius

First name and last name (in block letters)

First name and last name (in block letters)

First name and last name (in block letters)

First name and last name (in block letters)

First name and last name (in block letters)

EXHIBIT “G”

This is Exhibit “G” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

Enquiry Result

File Currency: 06DEC 2022

All Pages

◀◀

▶▶

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	RATNAS GAS INC.								
File Currency	06DEC 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	735591825	1	3	1	5	11JAN 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		
735591825		001	003		20180111 1110 1862 3853	P PPSA	6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	27AUG1967	KALASIOUS				ANTHONIPILLAI			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	375378 6TH LINE				SHELBURNE	ON	L9V 1K8		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	26SEP1966	MARY				KALASIOUS			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	375378 6TH LINE				SHELBURNE	ON	L9V 1K8		
Secured Party	Secured Party / Lien Claimant								
	NATIONAL BANK OF CANADA								
	Address				City	Province	Postal Code		
	350 BURNHAMTHORPE ROAD WEST, SUITE 601				MISSISSAUGA	ON	L5B 3J1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	ASSIGNMENT AND POSTPONEMENT OF CLAIMS WITH RESPECT TO THE OBLIGATIONS								
	OF RATNAS PROPERTY INVESTMENT INC. TO THE SECURED PARTY.								

Registering Agent	Registering Agent			
	SCHNEIDER RUGGIERO LLP (39871/DM)			
	Address	City	Province	Postal Code
	1000-120 ADELAIDE STREET W.	TORONTO	ON	M5T 1B9

A121

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	RATNAS GAS INC.								
File Currency	06DEC 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	735591825	1	3	2	5	11JAN 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		
735591825		002	003		20180111 1110 1862 3853				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	RATNAS GAS INC.					2598978			
	Address				City	Province	Postal Code		
	508 MAIN STREET EAST				SHELBURNE	ON	L9V 2Z2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	27AUG1967	KALASIUS				ANTHONY PILLAI			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	375378 6TH LINE				SHELBURNE	ON	L9V 1K8		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

A122

A122

Type of Search	Business Debtor								
Search Conducted On	RATNAS GAS INC.								
File Currency	06DEC 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	735591825	1	3	3	5	11JAN 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		
735591825		003	003		20180111 1110 1862 3853				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	26SEP1966	MARY				KALASIUS YOGARATN			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	375378 6TH LINE				SHELBURNE	ON	L9V 1K8		
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								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

A123

A123

Type of Search	Business Debtor								
Search Conducted On	RATNAS GAS INC.								
File Currency	06DEC 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	735591951	2	3	4	5	11JAN 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		
735591951		001	001		20180111 1111 1862 3854	P PPSA	6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	RATNAS GAS INC.					2598978			
	Address				City	Province	Postal Code		
	508 MAIN STREET EAST				SHELBURNE	ON	L9V 2Z2		
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								
	NATIONAL BANK OF CANADA								
	Address				City	Province	Postal Code		
	350 BURNHAMTHORPE ROAD WEST, SUITE 601				MISSISSAUGA	ON	L5B 3J1		
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								
	SCHNEIDER RUGGIERO LLP (39871/DM)								
	Address				City	Province	Postal Code		
	1000-120 ADELAIDE STREET W.				TORONTO	ON	M5H 3V1		

END OF FAMILY

A124

A124

Type of Search	Business Debtor								
Search Conducted On	RATNAS GAS INC.								
File Currency	06DEC 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	786497922	3	3	5	5	07SEP 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
786497922		01	001		20220907 1434 1530 9018	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	RATNAS GAS INC								
	Address				City	Province	Postal Code		
	369 ONTARIO ST				PORT HOPE	ON	L1A 2W4		
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								
	THE TORONTO-DOMINION BANK - 36642								
	Address				City	Province	Postal Code		
	100 MAIN STREET P.O.BOX 219				SHELBURNE	ON	L9V 3K9		
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			X
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	D+H LIMITED PARTNERSHIP								
	Address				City	Province	Postal Code		
	SUITE 200, 4126 NORLAND AVENUE				BURNABY	BC	V5G 3S8		

A125

LAST PAGE

Note: All pages have been returned.

[BACK TO TOP](#)

All Pages



Show All Pages

A125

This service is tested daily with McAfee SECURE™ to ensure the security of the transaction and information.

At ServiceOntario, we respect your right to privacy and value the trust you place in us. [Read more about ServiceOntario's Privacy Statement](#)

[Privacy](#) 

[Accessibility](#) 

A126 [Contact us](#) 

[FAQ](#) 

[Terms of Use](#) 

[© Queen's Printer for Ontario 2015](#) 

Enquiry Result

File Currency: 06DEC 2022

All Pages

◀◀

▶▶

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	RATNAS PROPERTY INVESTMENT INC.						
File Currency	06DEC 2022						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	735591753	1	1	1	2	11JAN 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
735591753		001	002		20180111 1108 1862 3852	P PPSA	6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name				Ontario Corporation Number
	RATNAS PROPERTY INVESTMENT INC.				2598989
	Address		City	Province	Postal Code
	508 MAIN STREET EAST		SHELBURNE	ON	L9V 2Z2

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				
	NATIONAL BANK OF CANADA				
	Address		City	Province	Postal Code
	350 BURNHAMTHORPE ROAD WEST, SUITE 601		MISSISSAUGA	ON	L5B 3J1

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			
	GENERAL SECURITY AGREEMENT RELATING TO ALL PRESENT AND AFTER ACQUIRED			
	PERSONAL PROPERTY OF THE DEBTOR WHEREVER SITUATE AND GENERAL			
	ASSIGNMENT OF RENTS AND OTHER SECURITY DOCUMENTS RELATING TO THE			

Registering Agent	Registering Agent			
	SCHNEIDER RUGGIERO LLP (39871/DM)			
	Address	City	Province	Postal Code
	1000-120 ADELAIDE STREET W.	TORONTO	ON	M5T 1B9

A128

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	RATNAS PROPERTY INVESTMENT INC.								
File Currency	06DEC 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	735591753	1	1	2	2	11JAN 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		
735591753		002	002		20180111 1108 1862 3852				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
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								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	PROPERTY MUNICIPALLY KNOWN AS 369 ONTARIO STREET, PORT HOPE, ONTARIO								
	AND LEGALLY DESCRIBED IN PIN 51078-0300 (LT).								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

A129

LAST PAGE

Note: All pages have been returned.

[BACK TO TOP](#)

All Pages



Show All Pages

A129

This service is tested daily with McAfee SECURE™ to ensure the security of the transaction and information.

At ServiceOntario, we respect your right to privacy and value the trust you place in us. [Read more about ServiceOntario's Privacy Statement](#)

[Privacy](#) 

[Accessibility](#) 

A130 [Contact us](#) 

[FAQ](#) 

[Terms of Use](#) 

[© Queen's Printer for Ontario 2015](#) 

EXHIBIT “H”

This is Exhibit “H” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

PROPERTY DESCRIPTION: PT LT 2 E/S ONTARIO ST, 3 E/S ONTARIO ST PL 11 PORT HOPE AS IN PH53811; MUNICIPALITY OF PORT HOPE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2006/01/23

OWNERS' NAMES

RATNAS PROPERTY INVESTMENT INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2006/01/20 **						
**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: 2006/01/23 **						
PH53811	1977/11/07	TRANSFER		*** COMPLETELY DELETED ***	SHELL CANADA LIMITED	
NC253731	1997/02/11	AGREEMENT			TOWN OF PORT HOPE	C
NC268989	1998/06/11	NOTICE				C
ND104377	2014/06/18	TRANSFER		*** COMPLETELY DELETED *** SHELL CANADA LIMITED	BLACK GOLD OPERATING GROUP INC.	
REMARKS: PLANNING ACT STATEMENTS.						
ND104378	2014/06/18	CHARGE		*** COMPLETELY DELETED *** BLACK GOLD OPERATING GROUP INC.	SHELL CANADA LIMITED SHELL CANADA LIMITED	
ND104379	2014/06/18	APL ANNEX REST COV		BLACK GOLD OPERATING GROUP INC.		C
ND108282	2014/09/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** SHELL CANADA LIMITED		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				SHELL CANADA LIMITED		
ND108317	2014/09/12	TRANSFER		*** COMPLETELY DELETED *** BLACK GOLD OPERATING GROUP INC.	PORT HOPE GAS PLUS INC.	
ND108324	2014/09/12	CHARGE		*** COMPLETELY DELETED *** PORT HOPE GAS PLUS INC.	ONTARIO WEALTH MANAGEMENT CORPORATION	
ND108325	2014/09/12	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** PORT HOPE GAS PLUS INC.	ONTARIO WEALTH MANAGEMENT CORPORATION	
ND108344	2014/09/12	CHARGE		*** COMPLETELY DELETED *** PORT HOPE GAS PLUS INC.	GLOBAL FINANCIAL CORPORATION LIMITED	
ND108345	2014/09/12	CHARGE		*** COMPLETELY DELETED *** PORT HOPE GAS PLUS INC.	BLACK GOLD OPERATING GROUP INC.	
ND108346	2014/09/12	CHARGE		*** COMPLETELY DELETED *** PORT HOPE GAS PLUS INC.	BLACK GOLD OPERATING GROUP INC.	
ND108534	2014/09/18	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** ONTARIO WEALTH MANAGEMENT CORPORATION	THE BANK OF NOVA SCOTIA	
ND115323	2015/03/17	APL (GENERAL)		PORT HOPE GAS PLUS INC.	THE TDL GROUP CORP.	C
ND126246	2015/11/19	CHARGE		*** COMPLETELY DELETED *** PORT HOPE GAS PLUS INC.	ROYAL BANK OF CANADA	
ND126248	2015/11/19	POSTPONEMENT		*** COMPLETELY DELETED *** SHELL CANADA LIMITED	ROYAL BANK OF CANADA	
ND126261	2015/11/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
ND126276	2015/11/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** GLOBAL FINANCIAL CORPORATION LIMITED		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: ND108344.				
ND126294	2015/11/19	CHARGE		*** COMPLETELY DELETED *** PORT HOPE GAS PLUS INC.	GLOBAL FINANCIAL CORPORATION LIMITED	
ND126297	2015/11/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** BLACK GOLD OPERATING GROUP INC.		
		REMARKS: ND108345.				
ND126298	2015/11/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** BLACK GOLD OPERATING GROUP INC.		
		REMARKS: ND108346.				
ND147797	2017/04/07	CHARGE		*** COMPLETELY DELETED *** PORT HOPE GAS PLUS INC.	NATIONAL BANK OF CANADA	
ND147798	2017/04/07	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** PORT HOPE GAS PLUS INC.	NATIONAL BANK OF CANADA	
		REMARKS: ND147797				
ND147893	2017/04/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** GLOBAL FINANCIAL CORPORATION LIMITED		
		REMARKS: ND126294.				
ND153241	2017/07/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: ND126246.				
ND162165	2018/01/18	TRANSFER	\$2,620,000	PORT HOPE GAS PLUS INC.	RATNAS PROPERTY INVESTMENT INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
ND162166	2018/01/18	CHARGE	\$2,740,000	RATNAS PROPERTY INVESTMENT INC.	NATIONAL BANK OF CANADA	C
ND162167	2018/01/18	NO ASSGN RENT GEN		RATNAS PROPERTY INVESTMENT INC.	NATIONAL BANK OF CANADA	C
		REMARKS: ND162166.				
ND162168	2018/01/18	CHARGE	\$500,000	RATNAS PROPERTY INVESTMENT INC.	PORT HOPE GAS PLUS INC.	C
ND174997	2018/11/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		
		REMARKS: ND147797.				
ND236773	2022/06/23	LIEN	\$73,313	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY		C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: TAX LIEN		THE MINISTER OF NATIONAL REVENUE		

EXHIBIT “I”

This is Exhibit "T" referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

March 9th, 2020

Mr. Kalasius Anthonipillai
RATNAS PROPERTY INVESTMENT INC.
508, Main Street E
Shelburne (Ontario) L9V 2Z2

Re: Letter of defaults, amendment and request for payment

Dear Mr. Anthonipillai,

This letter refers to the Offer of Financing made to you by National Bank of Canada (the "Bank") on October 27th, 2017 and accepted by **RATNAS PROPERTY INVESTMENT INC.** (the "Borrower") on October 31st, 2017, as renewed and/or amended from time to time (collectively the "Offer of Financing").

Further to a review of your file, we noted the following defaults on the part of the Borrower resulting in a material change in the level of inherent risk relating to the financing made available to the Borrower by the Bank.

This increased risk for the Bank is caused, among other things, by the following defaults, acknowledged by the Borrower:

- The Borrower's failure to comply with its commitment to punctually pay all taxes and deductions at source, as set out in Section 6.2.6 of the Offer of Financing
- The Borrower's bank account 006-03241-0445328 incurred forty-nine overdrafts since August 19th, 2019;

This situation is deemed unacceptable by the Bank and cannot tolerate any additional deterioration in the Borrower's financial situation.

This situation entitles the Bank to exercise its rights and remedies pursuant to the Offer of Financing absent the forbearance provided for hereunder.

However, the Bank is prepared to tolerate these defaults and forbear from exercising its said rights and remedies until April 30th, 2020, provided the above-described defaults do not increase significantly and are remedied by such date, to the Bank's full satisfaction.

The Bank's tolerance of the above-described defaults above is specifically restricted to these defaults and shall not be construed or interpreted as the Bank's willingness to tolerate any other default by the Borrower. Furthermore, this tolerance shall not, at any time, be interpreted as a change to the terms and conditions stipulated in the Offer of Financing, except as otherwise provided for below, nor a waiver by the Bank of its rights and recourses against the Borrower or any other party, resulting from the defaults described herein.

However, despite the above-described defaults, the Bank agrees to maintain the credits facilities made available to the Borrower subject to the following conditions as of the date hereof:

- The acceptance of this letter by the Borrower and the guarantor;
- The amendment of the Offer of Financing as follows, with these amendments forming an integral part of the Offer of Financing:

Section 1.2 "**Term Loan**" of the Offer of Financing is hereby amended as follows:

Term extension

- Term of 4 months from January 1st, 2020 to April 30th, 2020;

Interest rate

- Loan shall bear interest as of until payment in full, at the Bank's Canadian dollars prime rate plus 1.80% per annum;

Repayment:

- Equal and consecutive monthly payments of principal, in the amount of \$7 000,00 each, with the balance payable in full on the maturity date of the loan, without any further notice or demand.

Section 1.3 "**MasterCard Cards**" of the Offer of Financing is cancelled immediately;

Other conditions:

- The Borrower shall provide a copy of his personal balance sheet.
- The Borrower shall provide a proof, deemed acceptable by the Bank, showing that all property taxes and transfer duties on all property hypothecated in favour of the Bank have been paid in full, without subrogation;

After the tolerance period ending on April 30th 2020, **the Bank requests the full repayment of the amounts due by the Borrower to National Bank** To date, the amount due is **2 369 107.78 \$** in principal, including accrued interest, expenses and penalties.

Here are the details of your loans as at today (March, 9th, 2020):

<u>Credit facility</u>	<u>Number</u>	<u>Capital</u>	<u>Interest</u>	<u>Total</u>	<u>Per diem</u>	<u>Penalties</u>	<u>Interest rate</u>
Term loan	020590557277	2 358 991.91 \$	10 115.87 \$	2 369 107.78 \$	365.16 \$		3.64%
MasterCard	5258818668064994			0.00\$			
TOTAL				2 369 107.78 \$			

The Borrower will take the necessary measures to repay the Bank, on April 30, 2020 at the latest. If the Borrower fails to reimburse the Bank in full, we will take appropriate action in such circumstances.

The Borrower represents and warrants that all representations and warranties made in the Offer of Financing and related security documents remain true and correct as of the date hereof.

This offer is made without novation to the credit facilities already granted to the Borrower and without derogation to the rights, hypothecs, mortgages, guarantees, suretyships, remedies, recourses and priority ranking of the Bank.

Except as otherwise provided for herein, nothing in this letter may be interpreted as a change to the terms and conditions set out in the Offer of Financing.

The undersigned declare that they have requested and do hereby confirm their request that this letter be in English; *les soussignées déclarent qu'elles ont exigé et par la présente confirment leur demande que la présente lettre soit rédigée en anglais.*

Non-refundable file study fees in the amount of \$5 000,00 shall be payable by the Borrower and shall be collected directly from the Borrower's current account.

Do not hesitate to contact us should you require any additional information. Please let us know if you agree with the terms of this letter by signing it and returning to us the first copy of the letter before 5:00 p.m. on March 12th, 2020, so that the Bank can maintain your credit facilities.

Yours truly,

NATIONAL BANK OF CANADA

By: 

Jean-Olivier Pilon, MBA
Account Manager, High Risk Loan
Management Unit
P (514) 413 7191
T (514) 394-6151
E jean-olivier.pilon@bnc.ca

ACCEPTANCE

We declare that we have read and understood this letter and accept the terms, conditions and obligations hereof.

Executed at _____, in the Province of _____, on this ____ day of _____.

RATNAS PROPERTY INVESTMENT INC.

By: _____
Kalasius Anthonipillai
Title

By: _____
Mary Kalasius
Title

EXISTING GUARANTEE

We declare that we have read and understood this letter and accept the terms, conditions and obligations hereof.

RATNAS GAS INC.

By: _____
Kalasius Anthonipillai
Title

By: _____
Mary Kalasius
Title

Kalasius Anthonipillai

Mary Kalasius

EXHIBIT “J”

This is Exhibit “J” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits



September 30, 2020

Mr. Kalasius Anthonipillai
Mrs. Mary Kalasius
RATNAS PROPERTY INVESTMENT INC. & RATNAS GAS INC

369, Ontario street
Port Hope (Ontario)
L1A 2W4

Re: Amended Letter of defaults

Dear Mr. Anthonipillai,

This letter replaces the letter dated September 11, 2020

This letter refers to the Offer of Financing made to you by National Bank of Canada (the "Bank") on October 27th, 2017 and accepted by **RATNAS PROPERTY INVESTMENT INC.** (the "Property") on October 31st, 2017, as renewed and/or amended from time to time (collectively the "Offer of Financing").

Also this letter refers to the Offer of Financing made to you by National Bank of Canada (the "Bank") on February 12, 2018 and accepted by **RATNAS GAS INC.** (the "Gas") on February 14, 2018, as renewed and/or amended from time to time (collectively the "Offer of Financing").

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC. collectively the Borrowers

Further to a review of your file, we noted the following defaults on the part of the Borrower resulting in a material change in the level of inherent risk relating to the financing made available to the Borrower by the Bank.

This increased risk for the Bank is caused, among other things, by the following defaults, acknowledged by the Borrowers:

- Failure of borrowers to submit financial statements.
- Principal and interest arrears since February 2020 in Property **134,092.71 \$**
- Non-compliance with financial conditions following the absence of financial statements
- Loans are due since:
 - February 28th, 2020 line of credit # 060023382677 (Gas)
 - January 26th, 2020 loan # 020590557277 (Property)

However, the Bank agrees to maintain the credits facilities made available to the Borrowers until September 30th, 2020 subject to the following conditions as of the date hereof:

- The acceptance of this letter by the borrowers
- Update of arrears in Ratnas Property Investment inc no later than October 2, 2020
- Payments on term loan shall resume starting October 15, 2020 and payable on the 1st day of each month with the balance of the loan payable no later than December 31, 2020;
- Interest on loan are payable on the 26th day of each month;
- Outstanding balance on the line of credit is to be reimbursed and the line closed no later than October 31, 2020

- By November 30, 2020 at the latest, the borrowers must have submitted to the Bank an unconditional promise to purchase or committed letter of offer from another financial institution, the amount of which will be sufficient to reimburse the Bank in full;
- Upon signing this agreement, the borrowers will be able to operate their bank accounts normally in both entities. However, the Bank will not tolerate overdraft on bank accounts. Any item having caused any account overdraft will be returned without notice with mention NSF;

This offer is made without novation to the credit facilities already granted to the Borrower and without derogation to the rights, hypothecs, mortgages, guarantees, suretyships, remedies, recourses and priority ranking of the Bank.

Except as otherwise provided for herein, nothing in this letter may be interpreted as a change to the terms and conditions set out in the Offer of Financing.

The undersigned declare that they have requested and do hereby confirm their request that this letter be in English; *les soussignées déclarent qu'elles ont exigé et par la présente confirment leur demande que la présente lettre soit rédigée en anglais.*

Moreover, we hereby inform you that, tolerance fees of **\$2 000.00** shall be debited from your bank account held at the Bank branch located at 350 Chemin Burnhamthorpe oust, Bureau 100, Mississauga, Ontario.

Do not hesitate to contact us should you require any additional information. Please let us know if you agree with the terms of this letter by signing it and returning to us the first copy of the letter before 5:00 p.m. on October 5, 2020, so that the Bank can maintain your credit facilities.

Yours truly,

NATIONAL BANK OF CANADA

By: 

Alexandre Cyr, CFE
Manager, High Risk Loan
Management Unit

By: 

Claude Joseph, CPA - CA
Manager, High Risk Loan
Management Unit

ACCEPTANCE

We declare that we have read and understood this letter and accept the terms, conditions and obligations hereof.

Executed at _____, in the Province of _____, on this _____.

RATNAS PROPERTY INVESTMENT INC.

By: _____
Kalasius Anthonipillai

By: _____
Mary Kalasius

EXISTING GUARANTEE

We declare that we have read and understood this letter and accept the terms, conditions and obligations hereof.

RATNAS GAS INC.

By: _____
Kalasius Anthonipillai
Title

By: _____
Mary Kalasius
Title

Kalasius Anthonipillai

Mary Kalasius

EXHIBIT “K”

This is Exhibit “K” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits



November 12, 2020

Mr. Kalasius Anthonipillai
Mrs. Mary Kalasius
RATNAS PROPERTY INVESTMENT INC. & RATNAS GAS INC

369, Ontario street
Port Hope (Ontario)
L1A 2W4

Re: Letter of defaults

Dear Mr. Anthonipillai,

This letter refers to the Offer of Financing made to you by National Bank of Canada (the "Bank") on October 27th, 2017 and accepted by **RATNAS PROPERTY INVESTMENT INC.** (the "Property") on October 31st, 2017, as renewed and/or amended from time to time (collectively the "Offer of Financing").

Also this letter refers to the Offer of Financing made to you by National Bank of Canada (the "Bank") on February 12, 2018 and accepted by **RATNAS GAS INC.** (the "Gas") on February 14, 2018, as renewed and/or amended from time to time (collectively the "Offer of Financing").

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC. collectively the Borrowers

Further to a review of your file, we noted the following defaults on the part of the Borrower resulting in a material change in the level of inherent risk relating to the financing made available to the Borrower by the Bank.

This increased risk for the Bank is caused, among other things, by the following defaults, acknowledged by the Borrowers:

- Failure of borrowers to submit financial statements.
- Non-compliance with financial conditions following the absence of financial statements
- Loans are due since:
 - February 28th, 2020 line of credit # 060023382677 (Gas)
 - January 26th, 2020 loan # 020590557277 (Property)

	Principal	Arrears interest	Total	Daily interest	Rate
Loan # 020590557277	2,265,373.99\$	9,714.42 \$	2,275,088.41 \$	225.92 \$	3.64%
Line of credit # 060023382677	62,000.00 \$	622.81 \$	62,622.81 \$	5.44 \$	3.20 %

However, the Bank agrees to maintain the credits facilities made available to the Borrowers until May 31st, 2021 subject to the following conditions as of the date hereof:

RATNAS GAS:

- Line of Credit will be reduced to 20,000 \$ The reduction is permanent. The outstanding balance over the 20,000\$ limit must be paid off before November 30, 2020;
- Line of Credit is conditional to:
 - Borrower submitting fiscal year end financial statement as at December 31, 2019;

- Borrower submitting interim financial statement as well as the list of accounts receivable and payable as at September 30, 2020;
- Financial statement, both fiscal year end and interim, must be satisfactory to the Bank to its sole opinion;
- Securities and guarantees to remain as they are currently held by the Bank despite reduction in authorized amount;
- Mastercard in Gas must be repaid and closed no later than Dec. 1, 2020;
- Bank account in Gas will remain open for now but no overdraft will be tolerated in this account;
- Line of Credit must be repaid in full and closed no later than May 31, 2021;
- Bank accounts must be closed, and all operations transferred to another financial institution no later than June 30, 2021;

RATNAS PROPERTY INVESTMENT INC.

- Payments of interest will be maintained up to date and payable on the 26th day of each month;
- Arrears interest must be paid before November 26, 2020;
- Payment of principal will resume on a monthly basis on the 26th day of the month. The monthly amount of the principal payment will be of 5,000\$;
- Payment in principal plus interest are in effect until full repayment;
- Term loan must be paid in full (principal, interest and any applicable fees) no later than May 31, 2021 via either refinancing by another financial institution or by sale of assets;
- No overdraft will be tolerated on the bank account;
- Bank accounts must be closed, and all operations transferred to another financial institution no later than June 30, 2021;

This offer is made without novation to the credit facilities already granted to the Borrower and without derogation to the rights, hypothecs, mortgages, guarantees, suretyships, remedies, recourses and priority ranking of the Bank.

Except as otherwise provided for herein, nothing in this letter may be interpreted as a change to the terms and conditions set out in the Offer of Financing.

The undersigned declare that they have requested and do hereby confirm their request that this letter be in English; *les soussignées déclarent qu'elles ont exigé et par la présente confirment leur demande que la présente lettre soit rédigée en anglais.*

4

Moreover, we hereby inform you that, tolerance fees of 10 000 \$ shall be debited from your Ratnas Gas inc. bank account held at the Bank branch located at 350 Chemin Burnhamthorpe oust, Bureau 100, Mississauga, Ontario.

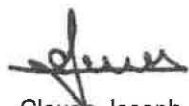
Do not hesitate to contact us should you require any additional information. Please let us know if you agree with the terms of this letter by signing it and returning to us the first copy of the letter before 5:00 p.m. on November 25, 2020, so that the Bank can maintain your credit facilities.

Yours truly,

NATIONAL BANK OF CANADA

By: 

Alexandre Cyr, CFE
Manager, High Risk Loan
Management Unit

By: 

Claude Joseph, CPA, CA
Manager, High Risk Loan
Management Unit

ACCEPTANCE

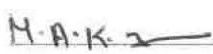
We declare that we have read and understood this letter and accept the terms, conditions and obligations hereof.

Executed at Shelburne, in the Province of Ontario, on this 25/11/2020.

RATNAS PROPERTY INVESTMENT INC.

By: 

Kalasius Anthonipillai

By: 

Mary Kalasius

EXISTING GUARANTEE

We declare that we have read and understood this letter and accept the terms, conditions and obligations hereof.

RATNAS GAS INC.

By: Manager

Kalasius Anthonipillai
Title

By: Manager

Mary Kalasius
Title

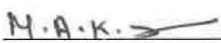

Kalasius Anthonipillai
Mary Kalasius

EXHIBIT “L

This is Exhibit “L” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

July 2nd, 2021

Mr. Kalasius Anthonipillai
Mrs. Mary Kalasius
RATNAS PROPERTY INVESTMENT INC.

369, Ontario street
Port Hope (Ontario)
L1A 2W4

Re: Letter of defaults

Dear Mr. Anthonipillai,

This letter refers to the letter of default made to you by National Bank on November 12th, 2020.

The bank agrees to extend the tolerance date until July 31st, 2021, with the same terms and conditions as the letter made to you by National Bank on November 12th, 2020.

This offer is made without novation to the credit facilities already granted to the Borrower and without derogation to the rights, hypothecs, mortgages, guarantees, suretyships, remedies, recourses and priority ranking of the Bank.

Except as otherwise provided for herein, nothing in this letter may be interpreted as a change to the terms and conditions set out in the Offer of Financing.

The undersigned declare that they have requested and do hereby confirm their request that this letter be in English; *les soussignées déclarent qu'elles ont exigé et par la présente confirment leur demande que la présente lettre soit rédigée en anglais.*

Moreover, we hereby inform you that, tolerance fees of **\$ 500.00** shall be debited from your bank account held at the Bank branch located at 465, Richmond, London, Ontario

Do not hesitate to contact us should you require any additional information. Please let us know if you agree with the terms of this letter by signing it and returning to us the first copy of the letter before 5:00 p.m. on July 9th, 2021, so that the Bank can maintain your credit facilities.

Yours truly,

NATIONAL BANK OF CANADA

By:


Alexandre Cyr, CFE
Manager, High Risk Loan
Management Unit

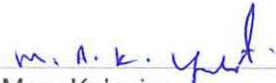
ACCEPTANCE

We declare that we have read and understood this letter and accept the terms, conditions and obligations hereof.

Executed at SHELBURNE, in the Province of ONTARIO, on this July/20/21.

RATNAS PROPERTY INVESTMENT INC.

By: 
Kalasius Anthonipillai

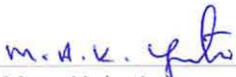
By: 
Mary Kalasius

EXISTING GUARANTEE

We declare that we have read and understood this letter and accept the terms, conditions and obligations hereof.

RATNAS GAS INC.

By: 
Kalasius Anthonipillai
Title owner

By: 
Mary Kalasius
Title owner


Kalasius Anthonipillai

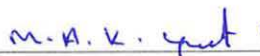

Mary Kalasius

EXHIBIT “M”

This is Exhibit “M” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

September 20, 2021

VIA EMAIL

Kalasius Anthonipillai and Mary Kalasius
369 Ontario Street
Port Hope, ON L1A 2W4

Dear Mr. Anthonipillai and Ms. Kalasius:

Re: In the Matter of the Indebtedness of Ratnas Property Investment Inc. and Ratnas Gas Inc. to National Bank of Canada

We represent the National Bank of Canada (the "**Bank**").

We have been provided with copies of the letter agreements dated November 12, 2020 and July 2, 2021 between the Bank and Ratnas Property Investment Inc. ("**RPI**") and Ratnas Gas Inc.

As you are aware, these letter agreements required that the borrowers repay and cancel all of their facilities and accounts with the Bank by July 31, 2021. That date has passed and the borrowers' obligations to the Bank remain outstanding. In addition, RPI's August 26, 2021 payment to the Bank was returned. These developments constitute further events of default by the borrowers to those already set out in the letter agreements.

We would like to discuss with you (or with your counsel, if you have retained a lawyer) the repayment of your obligations to the Bank. Please let us know if you are willing to speak and, if so, provide some times this week or next when you are available and we can arrange a discussion.

In the interim, the Bank reserves all of its rights and remedies, including issuing demands and taking enforcement steps against the borrowers and guarantors thereof, pursuant to Court proceedings or otherwise.

I look forward to hearing from you.

Yours truly,

Thornton Grout Finnigan LLP

Scott McGrath

Scott McGrath

EXHIBIT “N”

This is Exhibit “N” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

April 19, 2022

VIA EMAIL

Kalasius Anthonipillai and Mary Kalasius
369 Ontario Street
Port Hope, ON L1A 2W4

Dear Mr. Anthonipillai and Ms. Kalasius:

Re: In the Matter of the Indebtedness of Ratnas Property Investment Inc. and Ratnas Gas Inc. (together, the “Borrowers”) to National Bank of Canada (the “Bank”)

As you are aware, the Borrowers were required to repay and cancel all of their facilities and accounts with the Bank by July 31, 2021 (the “**Repayment Obligation**”) pursuant to letter agreements entered into with the Bank dated November 12, 2020 and July 2, 2021.

That Borrowers’ obligations to the Bank remain outstanding. On December 6, 2021, the Bank and the Borrowers entered into an arrangement whereby it was agreed to by all parties that, among other things, (a) the Borrowers would make monthly payments to the Bank (the “**Monthly Payments**”) in the amount of \$10,000 together with regularly scheduled interest payments, and (b) the Borrowers would repay and cancel all of their facilities and accounts with the Bank on or before **April 30, 2022** pursuant to a refinancing by a third party lender or otherwise (the “**Refinancing**”).

The Borrowers’ Monthly Payment for March 2022, in the amount of \$16,549.30, was returned marked “insufficient funds” to the Bank.

The Bank intends to debit the March Monthly Payment that was returned NSF as soon as practicable. Please immediately confirm that sufficient funds are available in the designated account to be debited to satisfy the March Monthly Payment, upon which confirmation the Bank shall forthwith debit such account.

Please also forthwith advise as to the status of the Refinancing.

In the interim, the Bank reserves all of its rights and remedies, including issuing demands and taking enforcement steps against the Borrowers and guarantors thereof, pursuant to Court proceedings or otherwise.

We look forward to hearing from you.

Yours truly,

Thornton Grout Finnigan LLP



P. Fesharaki

cc: Alexandre Cyr, *National Bank of Canada*

EXHIBIT “O”

This is Exhibit "O" referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits



Canada **A166** Tower
Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 200-583

July 27, 2022

VIA COURIER AND EMAIL

Ratnas Gas Inc. and Ratnas Property Investment Inc.
508 Main Street East
Shelburne, ON L9V 2Z2

**Attention: Kalasius Anthonipillai
Mary Kalasius**

Dear Mr. Anthonipillai and Ms. Kalasius:

Re: In the Matter of the Indebtedness of Ratnas Property Investment Inc. and Ratnas Gas Inc. (together, the “Borrowers”) to National Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the above-captioned matter.

We refer to the credit facilities (collectively, the “**Credit Facilities**”) made available by the Bank to the Borrowers pursuant to the letters of offer dated October 27, 2017 and February 6, 2018, as each may have been amended from time to time (collectively, the “**Letters of Offer**”). Each of the Borrowers has also provided to the Bank an unlimited guarantee of the other Borrower’s indebtedness to the Bank. As a result, the Borrowers are jointly and severally liable to the Bank for the aggregate outstanding indebtedness of \$2,156,290.26 as at July 19, 2022 (the “**Indebtedness**”).

The Borrowers are in default of their obligations to the Bank under the Letters of Offer and the Indebtedness is immediately due and payable.

On behalf of the Bank, we hereby demand payment from you of the said sum of \$2,156,290.26 in respect of the Indebtedness, together with accrued and accruing interest thereon and all costs, including all legal and other agent fees and disbursements, incurred by the Bank to the date of payment.

We confirm that, in accordance with the terms of the Letters of Offer, the Bank's obligation to make further credit or other accommodations available to the Borrowers under the Credit Facilities has been terminated and no further credit is available to the Borrowers thereunder.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

In the event that you fail to pay the sum indicated, the Bank shall pursue its remedies against you.

Yours truly,

Thornton Grout Finnigan LLP



Puya Fesharaki
pf

Encl.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: RATNAS GAS INC. the “Insolvent Person”)

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Insolvent Person described below:
 - (a) all present and after-acquired personal and real property of the Insolvent Person; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a General Security Agreement executed on January 8, 2018 (the “**Security**”).
3. The total amount of the indebtedness secured by the Security is \$2,156,290.26 as at July 19, 2022, plus accrued and accruing interest and costs incurred by or charged to the Bank. Interest accrues on the indebtedness at the rate of 3.64% per annum.
4. The Bank 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 Toronto, Ontario, this 27th day of July, 2022.

**NATIONAL BANK OF CANADA,
by its solicitors herein, Thornton Grout Finnigan LLP**



Per:

Puya Fesharaki
File No. 200-583
Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7

CONSENT

TO: NATIONAL BANK OF CANADA (the “**Bank**”)

FROM: RATNAS GAS INC. (the “**Insolvent Person**”)

The Insolvent Person acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Insolvent Person hereby consents to the immediate enforcement by the Bank of the security held by it from the Insolvent Person, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Insolvent Person.

DATED at _____ this _____ day of _____, 2022.

RATNAS GAS INC.

Per: _____

Name:

Title:

I have the authority to bind the corporation.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: RATNAS PROPERTY INVESTMENT INC. the “Insolvent Person”)

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Insolvent Person described below:
 - (a) all present and after-acquired personal and real property of the Insolvent Person; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of the following (collectively, the “**Security**”):
 - (a) a General Security Agreement executed on January 8, 2018; and
 - (b) a Charge registered against the real property known municipally as 369 Ontario Street, Port Hope, ON as Instrument No. ND162166, together with a Notice of Assignment of Rents registered against the same property as Instrument No. ND162167.
3. The total amount of the indebtedness secured by the Security is \$2,156,290.26 as at July 19, 2022, plus accrued and accruing interest and costs incurred by or charged to the Bank. Interest accrues on the indebtedness at the rate of 3.64% per annum.
4. The Bank 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 Toronto, Ontario, this 27th day of July, 2022.

**NATIONAL BANK OF CANADA,
by its solicitors herein, Thornton Grout Finnigan LLP**

Per:



Puya Fesharaki
File No. 200-583
Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7

CONSENT

TO: NATIONAL BANK OF CANADA (the “**Bank**”)

FROM: RATNAS PROPERTY INVESTMENT INC. (the “**Insolvent Person**”)

The Insolvent Person acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Insolvent Person hereby consents to the immediate enforcement by the Bank of the security held by it from the Insolvent Person, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Insolvent Person.

DATED at _____ this _____ day of _____, 2022.

RATNAS PROPERTY INVESTMENT INC.

Per: _____
Name:
Title:

I have the authority to bind the corporation.

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 200-583

July 27, 2022

VIA COURIER AND EMAIL

Kalasius Anthonipillai and Mary Kalasius
375378 6th Line
Shelburne, ON L9V 1K8

**Attention: Kalasius Anthonipillai
Mary Kalasius**

Dear Mr. Anthonipillai and Ms. Kalasius:

Re: Your Guarantees of the Indebtedness of Ratnas Property Investment Inc. and Ratnas Gas Inc. (together, the “Borrowers”) to National Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the captioned matter.

We refer to the credit facilities (collectively, the “**Credit Facilities**”) made available by the Bank to the Borrowers pursuant to the letters of offer dated October 27, 2017 and February 6, 2018, as each may have been amended from time to time. The Borrowers are jointly and severally liable to the Bank under the Credit Facilities for the aggregate outstanding indebtedness of \$2,156,290.26 as at July 19, 2022 (the “**Indebtedness**”).

The Borrowers are in default of their obligations to the Bank under the Credit Facilities, and by letter dated as of today’s date, the Bank demanded payment of the Indebtedness together with accrued and accruing interest thereon and all costs, including all legal and other agent fees and disbursements, incurred by the Bank to the date of payment.

We also refer to the following guarantees (together, the “**Guarantees**”):

1. your joint and several guarantee of the indebtedness of Ratnas Property Investment Inc. to the Bank dated January 8, 2018 limited to the principal amount of \$685,000; and
2. your joint and several guarantee of the indebtedness of Ratnas Gas Inc. to the Bank dated February 20, 2018 limited to the principal amount of \$120,000.

Your obligations under the Guarantees are payable on demand. On behalf of the Bank, we hereby demand payment from you of the sum of \$805,000 under the Guarantees, together with interest thereon and all costs, including all legal and other agent fees and disbursements, incurred by the Bank to the date of payment, in accordance with the terms of the Guarantees. Interests accrues on your obligations under the Guarantee at the same rate interest accrues on the Indebtedness.

In the event that you fail to pay the sum indicated, the Bank shall pursue its remedies against you.

Yours truly,

Thornton Grout Finnigan LLP



Puya Fesharaki
Pf

EXHIBIT “P”

This is Exhibit “P” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

August 5, 2022

VIA EMAIL

Kalasius Anthonipillai and Mary Kalasius
508 Main Street East
Port Hope, ON L1A 2W4

Dear Mr. Anthonipillai and Ms. Kalasius:

Re: In the Matter of the Indebtedness of Ratnas Property Investment Inc. and Ratnas Gas Inc. (together, the “Borrowers”) to National Bank of Canada (the “Bank”)

By letters dated July 27, 2022, the Bank demanded payment of the Credit Facilities from the Borrowers and the personal guarantors thereof. Together therewith the Bank delivered Notices of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the “BIA Notice”).

Since that time, the Bank has learned that a \$73,313 lien has been registered in favour of the Minister of National Revenue against the 369 Ontario Street property (the “Real Property”) that comprises part of the Bank’s security. This constitutes a further event of default under the Offer of Financing and is an additional source of concern to the Bank.

The 10-day statutory deadline under the BIA Notice will expire imminently. As a result, the Bank will be in a position to immediately take enforcement steps against the Borrowers and the Real Property. The Bank is also entitled to immediately commence litigation against the personal guarantors of the Borrowers.

The Bank has asked me to reach out to you in the hopes of finding a conciliatory resolution, which would be in the best interests of all parties. Given the non-response to the demand letters, the Bank requires that any such outreach by the Borrowers be effected **on or prior to August 11, 2022**. The Borrowers may contact the Bank directly to discuss repayment. In the alternative, it is recommended that the Borrowers immediately retain legal counsel to communicate with the undersigned.

We look forward to hearing from you.

Yours truly,

Thornton Grout Finnigan LLP



P. Fesharaki

cc: Alexandre Cyr, *National Bank of Canada*

EXHIBIT “Q”

This is Exhibit “Q” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

NOTICE AND DIRECTION TO TENANTS

TO: All Tenants of 369 Ontario St., Port Hope, Ontario (the "Property")

TAKE NOTICE that Ratnas Property Investment Inc. ("**Ratnas**") has assigned to National Bank of Canada (the "**Bank**") all rents and other monies due and payable under every existing and future lease of, and agreement to lease the whole or any portion of the Property (collectively, the "**Leases**") pursuant to an Assignment of Rents Agreement dated January 18, 2018 registered against title to the Property as Instrument No. N162167;

AND FURTHER TAKE NOTICE that the Bank is entitled to all such rents or monies falling due subsequent to the date of service of this Notice and Direction to Tenants upon default by or breach on the part of Ratnas of its obligations owing to the Bank (a "**Default**");

AND FURTHER TAKE NOTICE that a Default has occurred and has not been remedied by Ratnas;

AND FURTHER TAKE NOTICE that you, as Tenant, are hereby irrevocably authorized and directed by virtue of the Default to pay to the Bank all future rents and monies payable under the Leases, or as the Bank may otherwise direct you in writing;

YOU ARE HEREBY DIRECTED to make all rental payments commencing with the rental payment due on or after the date hereof to the Bank. Payments should be delivered to:

Thornton Grout Finnigan LLP, IN TRUST

c/o Puya Fesharaki
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7

or to whom and at such address as the Bank may further direct in writing, and for so doing, this shall be your good, sufficient and irrevocable authority.

DATED this 11th day of November, 2022.

**NATIONAL BANK OF CANADA
by its solicitors herein, Thornton Grout Finnigan LLP**

By: 

Name: Puya Fesharaki
Email: pfesharaki@tgf.ca

cc: *Kalasius Anthonipillai, Ratnas Property Investment Inc.*

EXHIBIT “R”

This is Exhibit “R” referred to in the
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the
City of Montreal, in the Province of Quebec, before me at the
City of Toronto, in the Province of Ontario,
this 7th day of December , 2022 in accordance with
O. Reg. 432/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

Court File No. CV-22-00691422-00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.

Respondents

CONSENT

Pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, Grant Thornton Limited (“**Grant Thornton**”) hereby consents to acting as the receiver and manager, without security, of all of the assets, undertakings and properties of Ratnas Property Investment Inc. and Ratnas Gas Inc., in accordance with an order substantially in the form of the order included in the application record of the Applicant, as such order may be amended in a manner satisfactory to Grant Thornton.

Dated at Toronto, Ontario, this 7th day of December, 2022.

GRANT THORNTON LIMITED

Per:


Name: Rob Stelzer
Title: Senior Vice President

NATIONAL BANK OF CANADA	- and -	RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.	Respondents
			Court File No. CV-22-00691422-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	
Proceedings commenced at Toronto, Ontario	
CONSENT	
Thornton Grout Finnigan LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Puya Fesharaki (LSO# 70588L) Email: pfesharaki@tgf.ca Tel: (416) 304-7979 Alexander Overton (LSO# 84789P) Email: aoverton@tgf.ca Tel: (416) 304-0815 Lawyers for the Applicant, National Bank of Canada	

TAB 3

Court File No. CV-22-00691422-00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

THE HONOURABLE	)	WEDNESDAY, THE 21 ST
	)	
JUSTICE KIMMEL	)	DAY OF DECEMBER, 2022

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.

Respondents

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by National Bank of Canada (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 (“**Grant Thornton**”) as receiver and manager (in such capacities, the “**Receiver**”), without security, of all of the assets, undertakings and

properties of Ratnas Property Investment Inc. and Ratnas Gas Inc. (together, the “**Debtors**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario, due to the COVID-19 pandemic.

ON READING the Affidavit of Alexander Cyr sworn December 7, 2022 and the Exhibits thereto, the Pre-Filing Report of Grant Thornton dated [DATE] (the “**Pre-Filing Report**”) and on hearing the submissions of counsel for the Applicant, and such other parties listed on the counsel slip, no one else appearing although duly served as it appears from the Affidavit of Service of Puya Fesharaki sworn [DATE], filed, and on reading the Consent of Grant Thornton to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record herein is hereby abridged and validated such that this Application is properly returnable today, hereby dispenses with further service thereof, and authorizes substitute service via electronic mail.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton is hereby appointed Receiver, without security, of all of the assets, undertakings, and properties of the Debtors, acquired for, or used in relation to the business carried on by the Debtors, and all proceeds thereof (collectively, the “**Property**”) including, but not limited to, the lands and premises of Ratnas Property Investment Inc. municipally known as 369 Ontario Street, Port Hope, Ontario and more specifically described as: PIN51078-0300(LT):

PT LT 2 E/S ONTARIO ST, 3 E/S ONTARIO ST PL 11 PORT HOPE AS IN PH53811;
MUNICIPALITY OF PORT HOPE.

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 in accordance with the Sale Process set out in the Pre-Filing Report (as defined therein) (the "**Sale Process**"), including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the *Ontario Mortgages Act*, as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the 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 create and manage any data room containing such documents and information as may be necessary or desirable to market the Property or the business of the Debtors; 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.

SALE PROCESS

4. **THIS COURT ORDERS** that the Sale Process is hereby approved and the Receiver is hereby authorized to implement the Sale Process in accordance with its terms. The Applicant and the Receiver shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Sale Process, except to the extent of losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of the Receiver, as applicable, in performing its obligations under the Sale Process, as determined by this Court.

RECEIVER'S LEGAL COUNSEL

5. **THIS COURT ORDERS** that the Receiver may retain the firm of Thornton Grout Finnigan LLP to act as legal counsel to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order, save and except where the opinion of independent legal counsel is required, in which case Grant Thornton may retain independent legal counsel for that purpose.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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.

7. **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 Property or 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.

8. **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.

9. **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

10. **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

11. **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

12. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, including, without limitation, certification, licenses and permits, 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

13. **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

14. **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, contractors, equipment suppliers, 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

15. **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

16. **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

17. **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

18. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

19. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are 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.

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

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its

fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is 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 \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) 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: www.GrantThornton.ca/Ratnas.

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by email, 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

29. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of either of the Debtors.

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant'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.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

35. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties of the Debtors and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

REGISTRATION ON TITLE

36. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Northumberland (No. 39) accept this Order for registration on title to the Real Property described in Schedule "B" hereto.

37. **THIS COURT ORDERS** that this order is effective from the date that it is made and is enforceable without any need for entry and filing.

SCHEDULE “A”
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Grant Thornton Ltd., the receiver (the “**Receiver**”) of the assets, undertakings and properties of Ratnas Property Investment Inc. and Ratnas Gas Inc. (together, the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the ► of _____, 2022 (the “**Order**”) made in an application having Court File No. CV-22-_____-00CL, 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 _____, 2022.

Grant Thornton Ltd., solely in its capacity as Receiver
of the Property, and not in its personal capacity

Per:

Name:

Title:

SCHEDULE “B”

DESCRIPTION OF PROPERTY

PIN51078-0300(LT): PT LT 2 E/S ONTARIO ST, 3 E/S ONTARIO ST PL 11 PORT HOPE AS
IN PH53811; MUNICIPALITY OF PORT HOPE

NATIONAL BANK OF CANADA	- and -	RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.
Applicant		Respondents

Court File No. CV-22-00691422-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceedings commenced at Toronto, Ontario	
ORDER (Appointing Receiver)	
Thornton Grout Finnigan LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Fax: (416) 304-1313 Puya Fesharaki (LSO# 70588L) Email: pfesharaki@tgf.ca Tel: (416) 304-7979 Alexander Overton (LSO# 84789P) Email: aoverton@tgf.ca Tel: (416) 304-0815 Lawyers for the Applicant, National Bank of Canada	

TAB 4

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

Court File No. Court File No. CV-22-00691422-00CL

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

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
 and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
 as amended

THE HONOURABLE	)	WEEKDAY <u>WEDNESDAY</u> , THE
JUSTICE-	)	#
	)	DAY OF MONTH, 20YR <u>21ST</u>
	)	
<u>JUSTICE KIMMEL</u>	)	<u>DAY OF DECEMBER, 2022</u>

B E T W E E N:

~~PLAINTIFF~~[†]

~~Plaintiff~~

NATIONAL BANK OF CANADA

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.

[†]~~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.~~

Respondents

ORDER
(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by ~~the Plaintiff~~²National Bank of Canada (the "Applicant") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA"), appointing ~~[RECEIVER'S NAME]~~Grant Thornton Ltd. ("Grant Thornton") as receiver ~~[and manager]~~ (in such capacities, the "Receiver"), without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~(Ratnas Property Investment Inc. and Ratnas Gas Inc. (together, the "Debtor") acquired for, or used in relation to a business carried on by the Debtor "Debtors"), was heard this day at ~~330 University Avenue,~~by judicial videoconference via Zoom in Toronto, Ontario, due to the COVID-19 pandemic.

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~Alexander Cyr sworn ~~[DATE]~~December 7, 2022 and the Exhibits thereto, the Pre-Filing Report of Grant Thornton dated [DATE] (the "Pre-Filing Report") and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant, and such other parties listed on the counsel slip, no one else appearing for ~~[NAME]~~ although duly served as it appears from the ~~affidavit~~Affidavit of ~~service~~Service of ~~[NAME]~~Puya Fesharaki sworn [DATE], filed, and on reading the ~~consent~~Consent of ~~[RECEIVER'S NAME]~~Grant Thornton to act as the Receiver,

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record herein is hereby abridged and validated³~~so~~ such that this ~~motion~~Application is properly returnable today~~and~~, hereby dispenses with further service thereof, and authorizes substitute service via electronic mail.

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 is hereby appointed Receiver, without security, of all of the assets, undertakings, and properties of the ~~Debtor~~Debtors, acquired for, or used in relation to ~~the~~ the business carried on by the ~~Debtor, including~~Debtors, and all proceeds thereof (collectively, the "Property") including, but not limited to, the lands and premises of Ratnas Property Investment Inc. municipally known as 369 Ontario Street, Port Hope, Ontario and more specifically described as: PIN51078-0300(LT): PT LT 2 E/S ONTARIO ST, 3 E/S ONTARIO ST PL 11 PORT HOPE AS IN PH53811; MUNICIPALITY OF PORT HOPE.

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

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.~~

of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~Debtors or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~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 in accordance with the Sale Process set out in the Pre-Filing Report (as defined therein) (the "Sale Process"), 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;

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.~~

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~100,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~250,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the *Ontario Personal Property Security Act*, ~~for~~ 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

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.~~

receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have;
- (r) to create and manage any data room containing such documents and information as may be necessary or desirable to market the Property or the business of the Debtors; 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 ~~Debtor~~Debtors, and without interference from any other Person.

SALE PROCESS

4. THIS COURT ORDERS that the Sale Process is hereby approved and the Receiver is hereby authorized to implement the Sale Process in accordance with its terms. The Applicant and the Receiver shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Sale Process, except to the extent of losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of the Receiver, as applicable, in performing its obligations under the Sale Process, as determined by this Court.

RECEIVER'S LEGAL COUNSEL

5. THIS COURT ORDERS that the Receiver may retain the firm of Thornton Grout Finnigan LLP to act as legal counsel to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order, save and except where the opinion of independent legal counsel is required, in which case Grant Thornton may retain independent legal counsel for that purpose.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. ~~4.~~ THIS COURT ORDERS that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their 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.

7. ~~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 Property or 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.

8. ~~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.

9. ~~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

10. ~~8.~~ **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a ~~"Proceeding"~~ "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

11. ~~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

12. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, including, without limitation, certification, licenses and permits, 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 is~~Debtors 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

13. ~~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

14. ~~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, contractors, equipment suppliers, 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's~~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 ~~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

15. ~~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

16. ~~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's~~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

17. ~~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

18. ~~16.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

19. ~~17.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's 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

21. ~~19.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass ~~its~~their accounts from time to time, and for this purpose the accounts of the Receiver and its legal

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".~~

counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

22. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the ~~“Receiver’s Borrowings Charge”~~) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. ~~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.

25. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

26. ~~24.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

27. ~~25.~~ **THIS COURT ORDERS** that the ~~E-Service Protocol of the~~ Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at ~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~ <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) 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 ~~“@”~~:

[URL]

28. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by ~~prepaid~~email, ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Debtors' 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

29. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of either of the ~~Debtor~~Debtors.

31. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of

this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. ~~30.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

34. ~~32.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' ~~notice~~notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

35. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties of the Debtors and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

REGISTRATION ON TITLE

36. THIS COURT ORDERS AND DIRECTS that, as soon as practicable, the Land Registry Office for the Land Titles Division of Northumberland (No. 39) accept this Order for registration on title to the Real Property described in Schedule “B” hereto.

37. THIS COURT ORDERS that this order is effective from the date that it is made and is enforceable without any need for entry and filing.

DOCSTOR: 1771742\8

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE

NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ Grant Thornton Ltd., the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Ratnas Property Investment Inc. and Ratnas Gas Inc. (together, the "Debtors"), acquired for, or used in relation to a business carried on by the ~~Debtor, including all proceeds thereof~~ Debtors (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the _____ day of _____, 20__2022 (the "Order") made in an ~~action~~ application having Court ~~file number~~ CL File No. CV-22- _____ -00CL, 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.

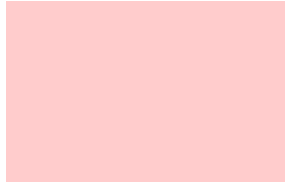
DATED the _____ day of _____, ~~20~~2022.

[RECEIVER'S
NAME] Grant
Thornton Ltd.,
solely in its
capacity as
Receiver of the
Property, and not
in its personal
capacity

~~23~~

23

A231



Per

:

Name:

Title:

A231

SCHEDULE "B"

DESCRIPTION OF PROPERTY

PIN51078-0300(LT): PT LT 2 E/S ONTARIO ST, 3 E/S ONTARIO ST PL 11 PORT HOPE AS
IN PH53811; MUNICIPALITY OF PORT HOPE

<u>NATIONAL BANK OF CANADA</u>	<u>- and -</u> <u>Applicant</u>	<u>RATNAS PROPERTY INVESTMENT INC. and</u> <u>RATNAS GAS INC.</u>	<u>Respondents</u>
			<u>Court File No. CV-22-00691422-00CL</u>
		<u>ONTARIO</u> <u>SUPERIOR COURT OF JUSTICE</u> <u>(COMMERCIAL LIST)</u>	
		<u>Proceedings commenced at Toronto, Ontario</u>	
		<u>ORDER</u> <u>(Appointing Receiver)</u>	
		<u>Thornton Grout Finnigan LLP</u> <u>TD West Tower, Toronto-Dominion Centre</u> <u>100 Wellington Street West, Suite 3200</u> <u>Toronto, ON M5K 1K7</u> <u>Fax: (416) 304-1313</u> <u>Puya Fesharaki (LSO# 70588L)</u> <u>Email: pfesharaki@tgf.ca</u> <u>Tel: (416) 304-7979</u> <u>Alexander Overton (LSO# 84789P)</u> <u>Email: aoverton@tgf.ca</u> <u>Tel: (416) 304-0815</u> <u>Lawyers for the Applicant, National Bank of Canada</u>	

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

NATIONAL BANK OF CANADA

Applicant

- and -

RATNAS PROPERTY INVESTMENT INC. and RATNAS GAS INC.

Respondents

Court File No. CV-22-00691422-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
 Proceedings commenced at Toronto, Ontario

APPLICATION RECORD

Thornton Grout Finnigan LLP
 TD West Tower, Toronto-Dominion Centre
 100 Wellington Street West, Suite 3200
 Toronto, ON M5K 1K7

Puya Fesharaki (LSO# 70588L)
 Email: pfesharaki@tgf.ca
 Tel: (416) 304-7979

Alexander Overton (LSO# 84789P)
 Email: aoverton@tgf.ca
 Tel: (416) 304-0815

Lawyers for the Applicant, National Bank of Canada