

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

AL-CHERAGH INTERNATIONAL CORPORATION,
6413340 CANADA INC. and 7149816 CANADA INC.

Respondents

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3,
and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

APPLICATION RECORD

CHAITONS LLP

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847 Mantle Street
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TO: 6413340 CANADA INC.
847 Mantle Street
Mississauga, Ontario L5V 2G3

TO: 7149816 CANADA INC
329 Johnson Street
Barrie, Ontario L4M 7A2

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Court File No.:

CV-18-590085-00CL

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NOTICE OF APPLICATION**TO THE RESPONDENT**

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 on **Thursday, the 1st day of February, 2018 at 10:00 a.m.**, at 330 University Avenue, Toronto, Ontario.

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: January 16th, 2018

Issued by:
Local Registrar

Address of Court Office:
330 University Avenue
Toronto, Ontario
M5G 1R7

TO: AL-CHERAGH INTERNATIONAL CORPORATION
847 Mantle Street
Mississauga, Ontario
L5V 2G3

TO: AL-CHERAGH INTERNATIONAL CORPORATION
847 Mantle Street
Mississauga, Ontario
L5V 2G3

TO: AL-CHERAGH INTERNATIONAL CORPORATION
329 Johnson Street
Barrie, Ontario
L4M 7A2

APPLICATION

1. The Applicant (the "**Bank**") makes application for:
 - (a) an order substantially in the form attached as Schedule "A" to this notice of application, including:
 - (i) if necessary, abridging the time for service of the Notice of Application and Application Record herein, validating the service of such application material and dispensing with service of such application material on the respondent and on interested parties not served;
 - (ii) appointing msi Spergel inc. as receiver, without security, of the property, assets and undertaking of the respondent; and
 - (b) such further and other relief as this Court may deem just.

THE GROUNDS FOR THE APPLICATION are as follows:

1. The Bank is a lender to and senior secured creditor of the respondents, Al-Cheragh International Corporation ("**ACIC**") and 6413340 Canada Inc. ("**641**"). 7149816 Canada Inc. ("**714**") is a guarantor of the indebtedness of ACIC and 641 to the Bank.
2. The respondents are in default of their respective loan and security agreements with the Bank.

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3. The Bank has made demand on the respondents and provided notice of its intention to enforce its security pursuant to s-s. 244(1) of the *Bankruptcy and Insolvency Act* (the "*BIA*").
4. It is just inconvenient for the Court to appoint a receiver.
5. The Bank is concerned that its security may be at risk.
6. The business of 641 is operated as a gas station on real property owned by ACIC and the appointment of a receiver is necessary to ensure safety and compliance with applicable laws and regulations.
7. Such further grounds as are set out in the affidavit in support of this application.
8. The Bank relies on s. 243 of the *BIA* and s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.
9. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. Affidavit of Alice Tien sworn January 4, 2018;

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2. Such further and other evidence as the Applicant may submit and this Honourable Court accepts.

Date: January 16th, 2018

CHAITONS LLP
Barristers and Solicitors
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Toronto, Ontario, M2N 7E9

Christopher J. Staples (LSUC #31302R)
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Lawyers for the Applicant

BANK OF MONTREAL

AL-CHERAGH INTERNATIONAL CORPORATION ET AL

Applicant

and

Respondents

CN-18-590085-0001

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at TORONTO

NOTICE OF APPLICATION

CHATONS LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Christopher J. Staples (LSUC #31302R)
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and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

AFFIDAVIT OF ALICE TIEN

I, **ALICE TIEN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH**
AND SAY:

1. I am a Commercial Account Manager with the Special Accounts Management Unit (“SAMU”) of Bank of Montreal (the “**Bank**”). I have current carriage of the Bank’s accounts and loans with the respondent corporations, Al-Cheragh International Corporation (“**ACIC**”), 6413340 Canada Inc. (“**641**”) and 7149816 Canada Inc. (“**714**”) (collectively the “**Companies**”). As such, I have knowledge of the matters to which I depose in this affidavit. To the extent that I

have relied on information from others, I have stated the source of such information and believe that information to be true.

2. I swear this affidavit in support of an application by the Bank for an order appointing msi Spergel inc. as receiver, without security, of the present and future property, assets and undertaking of each of ACIC, 641 and 714.

Background and Loan Facilities

3. The Companies are related corporations owned and controlled by Abdul Kareem. ACIC owns real property located at 1525 Highway 11 North in Shanty Bay, Ontario (the "**Property**"). The Property consists of an Esso (originally Shell) branded gas station, a convenience store and a "Licks" restaurant. 641 operates the gas station and convenience store. 714 operated, and may still operate, the restaurant. A true copy of the corporate profile report for ACIC is attached hereto as **Exhibit "A"**. A true copy of the corporate profile report for 641 is attached hereto as **Exhibit "B"**. A true copy of the corporate profile report for 714 is attached hereto as **Exhibit "C"**. A true copy of the parcel register for the Property is attached hereto as **Exhibit "D"**.

ACIC

ACIC Loan Facilities with the Bank

4. By a fixed rate term loan agreement between ACIC and the Bank and promissory note, both dated April 29, 2011 (the "**ACIC Term Loan**"), the Bank agreed to advance to ACIC a non-revolving term loan in the principal amount of \$1,600,000 at an interest rate of 5.6% *per annum*. A true copy of the ACIC Term Loan agreement is attached hereto as **Exhibit "E"**. A

true copy of the related promissory note is attached hereto as **Exhibit "F"**. The ACIC Term Loan was requested by ACIC to pay out certain existing debt and to finance the installation of new diesel fuel tanks at the Property. The loan was repayable in monthly payments of \$11,096.17 on account of blended principal and interest and was to mature on April 30, 2016.

5. Pursuant to paragraph 10 of the ACIC Term Loan agreement, default thereunder includes the failure to pay any money obligation to the Bank, whether under the ACIC Term Loan agreement or otherwise.

6. The Bank also advanced to ACIC a demand overdraft lending facility ("**ACIC Operating Loan**") originally in the amount of \$15,000 and subsequently amended to \$5,000. A true copy of the loan agreement for the ACIC Operating Loan dated March 23, 2011 is attached hereto as **Exhibit "G"**. A true copy of the amending agreement to the ACIC Operating Loan dated May 12, 2012 is attached hereto as **Exhibit "H"**.

Security for ACIC Loan Facilities

7. The indebtedness of ACIC to the Bank is secured by, among other security, a general security agreement dated January 24, 2011 (the "**ACIC GSA**") registered in accordance with the provisions of the *Personal Property Security Act* ("**PPSA**"). A true copy of the ACIC GSA is attached hereto as **Exhibit "I"**. A true copy of a *PPSA* search report showing the registration of the ACIC GSA is attached hereto as **Exhibit "J"**.

8. Among other remedies, enforcement of the Bank's rights under the ACIC GSA includes the right to appoint a receiver and to apply to the Court for the appointment of a receiver

(paragraph 10). Default includes breach of any obligation to the Bank or insolvency of the corporation (paragraph 9).

9. The *PPSA* search report at Exhibit “J” shows the following parties holding security, in order of registration:

<u>Secured Creditor</u>	<u>Collateral Description</u>
Toronto-Dominion Bank	inventory, equipment, accounts, other, MV
Bank of Montreal	inventory, equipment, accounts, other, MV
Snap Commercial Finance Corp.	equipment, other

10. It is my understanding that Toronto-Dominion Bank (“TD”) was a previous lender to ACIC and to 641 but was repaid in full from the advances made by the Bank. At the time that demand was made by the Bank against the Companies (as described below), Gary Feldman of Chaitons LLP, the Bank’s lawyers in this matter, wrote to TD setting out the Bank’s understanding that TD was repaid and requesting that its registrations be discharged or that TD advise if it is still lending to ACIC and 641. A true copy of this letter, dated May 26, 2015, is attached hereto as **Exhibit “K”**. I am advised by Mr. Feldman that he received no response to this letter.

11. The indebtedness of ACIC to the Bank is further secured by a mortgage of the Property from ACIC to the Bank registered as Instrument No. SC899724 on May 5, 2011 in the principal amount of \$1,725,000 bearing interest at the Bank’s prime rate plus 5% and due on demand (the

“Mortgage”). A true copy of the Mortgage, with incorporated standard charge terms, is attached hereto as **Exhibit “L”**.

12. Among other remedies, enforcement of the Bank’s rights under the Mortgage includes the right to appoint a receiver and to apply to the Court for the appointment of a receiver (Section K to the standard charge terms).

13. The parcel register for the Property indicates that Snap Commercial Finance Corp. has a registered notice of security interest in the amount of \$10,320 registered December 4, 2014 and the Minister of National Revenue has registered a lien in the amount of \$24,253. Both registrations are subsequent to that of the Bank.

14. As further security for ACIC’s indebtedness to the Bank, the Bank obtained:

- (a) guarantees in writing from 641 dated January 24, 2011 and March 23, 2011 limited to the principal amounts of \$1,500,000 and \$1,615,000 respectively, true copies of which are attached hereto as **Exhibits “M”** and **“N”** respectively; and
- (b) guarantees in writing from 714 dated January 24, 2011 and March 23, 2011 limited to the principal amounts of \$1,500,000 and \$1,615,000 respectively, true copies of which are attached hereto as **Exhibits “O”** and **“P”** respectively;

641**641 Loan Facilities with the Bank**

15. The Bank advanced to 641 a demand overdraft lending facility ("**641 Operating Loan**") originally in the amount of \$75,000 and subsequently amended to \$100,000 and then to \$50,000. The 641 Operating Loan bears interest at the Bank's prime rate plus 3.0% *per annum*. A true copy of the 641 Operating Loan agreement dated January 24, 2011 is attached hereto as **Exhibit "Q"**. A true copy of the amending agreement to the 641 Operating Loan dated March 7, 2012 amending the loan limit to \$100,000 is attached hereto as **Exhibit "R"**. A true copy of the amending agreement to the 641 Operating Loan dated May 15, 2012 amending the loan limit to \$50,000 is attached hereto as **Exhibit "S"**.

16. The Bank also advanced additional amounts to 641 on demand as requested. True copies of promissory notes for these advances dated May 15, 2012 in the amount of \$100,000 and December 30, 2013 in the amount of \$131,000 are attached hereto as **Exhibits "T" and "U"** respectively.

Security for 641 Loan Facilities

17. The indebtedness of 641 to the Bank is secured by, among other security, a general security agreement dated January 24, 2011 (the "**641 GSA**") registered in accordance with the provisions of the *PPSA*. A true copy of the 641 GSA is attached hereto as **Exhibit "V"**. A true copy of a *PPSA* search report showing the registration of the 641 GSA is attached hereto as **Exhibit "W"**.

18. As with the ACIC GSA, the 641 GSA includes the right to appoint a receiver and to apply to the Court for the appointment of a receiver (paragraph 10).

19. The *PPSA* search report at Exhibit “W” shows the following parties holding security, in order of registration:

<u>Secured Creditor</u>	<u>Collateral Description</u>
Toronto-Dominion Bank	inventory, equipment, accounts, other, MV
Bank of Montreal	inventory, equipment, accounts, other, MV
Bank of Montreal	inventory, equipment, accounts, other, MV

20. As further security for 641’s indebtedness to the Bank, the Bank obtained:

- (a) guarantees in writing from ACIC dated January 24, 2011, May 15, 2012 and December 30, 2013 limited to the principal amounts of \$110,000, \$40,000 and \$61,000 respectively, true copies of which are attached hereto as Exhibits “X”, “Y” and “Z” respectively; and
- (b) guarantees in writing from 714 dated January 24, 2011, May 15, 2012 and December 30, 2013 limited to the principal amounts of \$110,000, \$40,000 and \$61,000 respectively, true copies of which are attached hereto as Exhibits “AA”, “BB” and “CC” respectively;

714

21. 714 is not a borrowing customer of the Bank but it is a guarantor of the obligations to the Bank of ACIC and 641. As security for its obligations to the Bank, 714 provided to the Bank a general security agreement dated January 24, 2011 (the “714 GSA”) registered in accordance

with the provisions of the *PPSA*. A true copy of the 714 GSA is attached hereto as **Exhibit “DD”**. A true copy of a *PPSA* search report showing the registration of the 714 GSA is attached hereto as **Exhibit “EE”**.

22. As with the ACIC GSA and the 641 GSA, the 714 GSA includes the right to appoint a receiver and to apply to the Court for the appointment of a receiver.

23. The *PPSA* search report at Exhibit “EE” shows the Bank as the only party with registered security over the assets of 714.

Default and Demand

24. The Bank advanced the full amount of the ACIC Term Loan and made credit available under the ACIC Operating Loan and the 641 Operating Loan.

25. An annual review of the 641 accounts conducted in October 2014 revealed that Mr. Kareem had been “kiting” cheques between the 641 and 714 Bank operating accounts. Cheque kiting, where one bank is involved, is a practice whereby a cheque is drawn on an account that is either without sufficient funds or beyond its authorized overdraft limit. That cheque is then deposited to another account or the account of a related party, which account is credited with the deposit. Immediately or very soon thereafter, a cheque is drawn on or funds are otherwise withdrawn from the beneficiary account of the deposit before the deposit can be reversed due to insufficient funds in the originating account. Ongoing kiting can be used to cover account deficits between accounts. Once detected and amounts are charged back to the accounts, kiting

will generally result in unauthorized overdrafts. Such was the case here where the 714 Bank account, which was not a borrowing account, ended up with an unauthorized overdraft.

26. Mr. Kareem admitted the kiting to the Bank and advised that his reasoning for doing so arose out of cash flow problems experienced by 641 resulting from a decline in sales due to extremely cold weather the previous winter, from which sales had not recovered.

27. In addition, the Bank subsequently became aware of a Canada Revenue Agency garnishment against 641 for HST arrears of \$121,133, resulting in the freezing of the 641 Bank operating account which consequently caused the ACIC Term Loan to fall into default.

28. Furthermore, neither ACIC nor 641 had provided up to date financial reporting to the Bank as required under their respective commitment letters.

29. As a result of these defaults, the accounts of 641, ACIC and 714 were transferred to SAMU. In discussions with Mr. Kareem after this transfer, the Bank learned that Mr. Kareem had incorporated a new company in an attempt to get around the CRA garnishment, rebranded the gas station from Shell to Esso and opened bank accounts at another financial institution. In order to ascertain the impact of these events, the Bank requested from Mr. Kareem additional information regarding these matters and updates regarding the financial status of 641 and ACIC.

30. Mr. Kareem did not respond to the Bank's requests for additional information. As a result, given the defaults and significant concerns described above, the Bank determined that it would make demand on the Companies' loan facilities and guarantees.

31. By correspondence dated May 14, 2015, the Bank, by its lawyers, made demand on ACIC for the amounts then outstanding, totaling principal of \$1,410,045.76 plus accrued interest to that date. In addition, with this demand the Bank provided notice of its intention to enforce its security under the ACIC GSA pursuant to section 244 of the *Bankruptcy and Insolvency Act* ("*BIA*"). A true copy of the demand and *BIA* notice are attached hereto as **Exhibit "FF"**.

32. By correspondence dated May 14, 2015, the Bank, by its lawyers, made demand on 641 for the amounts then outstanding, totaling principal of \$192,028.27 plus accrued interest to that date. In addition, with this demand the Bank provided notice of its intention to enforce its security under the 641 GSA pursuant to section 244 of the *BIA*. A true copy of the demand and *BIA* notice are attached hereto as **Exhibit "GG"**.

33. Furthermore, as a result of the overdraft in the 714 Bank account caused by the kiting, by correspondence dated May 14, 2015, the Bank, by its lawyers, made demand on 714 for the unauthorized overdraft, totaling principal of \$10,020.70 plus accrued interest to that date. In addition, with this demand the Bank provided notice of its intention to enforce its security under the 714 GSA pursuant to section 244 of the *BIA*. A true copy of the demand and *BIA* notice are attached hereto as **Exhibit "HH"**.

34. Finally, the Bank, by its lawyers, made demand on each of ACIC, 641 and 714 under the guarantees of the respective indebtedness of ACIC and 641 as described above. A true copy of the demand dated May 14, 2015 made on ACIC is attached hereto as **Exhibit "II"**. A true copy of the demand dated May 14, 2015 made on 641 is attached hereto as **Exhibit "JJ"**. True copies

of the demands dated May 14, 2015 made on 714 are attached hereto as **Exhibits “KK”** and **“LL”**.

35. Following demand, the Bank’s lawyers also determined from a Property search and inquiries of the municipality that a certificate of tax arrears was registered against title to the Property on December 24, 2014 relating to unpaid realty taxes, at that time totalling approximately \$62,000. An updated tax statement from the municipality was provided to the Bank in June 2015 showing total realty taxes arrears of \$117,898 going back to 2012. A true copy of this statement is attached hereto as **Exhibit “MM”**.

Forbearance

36. Following demand, the Companies requested that the Bank forbear from proceeding to enforce the loans and security in order to permit them to refinance their debt and the businesses generally. The Bank was agreeable to allowing the Companies time to repay but on certain conditions. These conditions were formalized in a forbearance agreement dated June 24, 2015, a true copy of which is attached hereto as **Exhibit “NN”**.

37. Among other terms, by the forbearance agreement the Companies:

- (a) acknowledged their indebtedness to the Bank and did not dispute their liability to pay same;
- (b) acknowledged the security and guarantees described above, the Companies’ respective obligations as guarantors and the enforceability of the security;

- (c) did not request that the demands described above or the *BIA* notices be withdrawn;
- (d) consented to the appointment of a receiver pursuant their respective GSAs if the forbearance terms were not met (signed consents are included with the forbearance agreement at Exhibit "NN"); and
- (e) requested that the Bank forbear until March 31, 2016 from taking steps to recover the indebtedness of the companies to the Bank.

38. In consideration of this forbearance by the Bank, the Companies agreed to, among other commitments:

- (a) continue to make all principal and interest payments monthly in accordance with existing arrangements;
- (b) repay to the Bank on or before Wednesday, July 15, 2015, 714's unauthorized overdraft inclusive of accrued interest;
- (c) enter into an agreement with the municipality for the payment of outstanding realty taxes;
- (d) provide to the Bank on or before February 15, 2016, either (1) a firm, binding and unconditional commitment for financing from a lender acceptable to the Bank in an amount sufficient to repay the companies' respective indebtedness on or before March 31, 2016, or (2) a firm, binding and unconditional agreement of purchase and sale of the Property in an amount sufficient to repay the indebtedness on or before March 31, 2016.

39. Events of default under the forbearance agreement include:

- (a) if either of ACIC or 641 defaults in the observance or performance of any covenant, agreement or undertaking contained in the forbearance agreement or the security;
- (b) the Bank determines, acting reasonably, that a material adverse change has occurred during the forbearance period in respect of the operations, business, financial condition or affairs of either of ACIC or 641;
- (c) the parties fail to repay the ACIC indebtedness, the 641 indebtedness and/or the 714 indebtedness on or before March 31, 2016.

40. ACIC did enter into an agreement with the municipality for the payment of realty taxes arrears. A true copy of this agreement, dated July 15, 2015, is attached hereto as **Exhibit "OO"**. The agreement noted that the then current arrears totaled \$117,898 and required ACIC to make monthly payments of \$3,000 commencing September 30, 2015 in reduction of the arrears. ACIC was also required to keep taxes current going forward.

Extension of the Forbearance Period

41. ACIC listed the Property for sale but by March 31, 2016 had not entered into a purchase and sale agreement and had not been able to arrange financing to repay the indebtedness to the Bank.

42. Financial information requested by the Bank indicated that overall results for 641 (ie. the operation of the gas station) showed a dramatic decline in sales year over year. A true copy of 641's financial statements at June 19, 2015 (received by the Bank on March 17, 2017) are attached hereto as **Exhibit "PP"**. Mr. Kareem advised that he had little credit available to

purchase additional gas from his supplier so that volumes were down. This was exacerbated by an apparent price war. Mr. Kareem advised further that he had not made the February and March 2016 payments under the tax arrears payment agreement with the municipality and was negotiating same with the municipality once again.

43. As a consequence, Mr. Kareem requested an extension of the forbearance agreement to allow more time to sell or refinance the business. By letter agreement dated May 18, 2016, a true copy of which is attached hereto as **Exhibit "QQ"**, the Bank agreed to an extension of the forbearance period to November 30, 2016 with certain additional conditions, including:

- (a) progressive list price reductions for the Property if ACIC has not entered into a binding agreement of purchase and sale by July 15, 2016 and August 31, 2016 respectively;
- (b) effective May 1, 2016, the ACIC Term Loan was converted to a non-revolving demand loan and ACIC agreed to continue paying to the Bank in respect of this loan monthly the sum of \$11,096.00 to be applied in repayment of principal and/or interest at the Bank's discretion;
- (c) the Bank remained at liberty to issue a notice of sale under the Mortgage at any time during the forbearance period;
- (d) the indebtedness of the Companies would be repaid on the earlier of completion of a refinancing, sale or November 30, 2016.

Further Extension of the Forbearance Period

44. In November 2016, Mr. Kareem requested and received from First Source Mortgage Corporation ("**First Source**") an offer of mortgage financing in the amount of the lesser of

\$1,755,000 or 65% of the appraised value of the Property. A true copy of this offer is attached hereto as **Exhibit "RR"**.

45. By email dated November 10, 2016 from Mr. Kareem to my predecessor on these accounts, Marc Chia, Mr. Kareem advised the Bank that he had refused the First Mortgage offer. Mr. Chia responded the same day acknowledging Mr. Kareem's prerogative to reject the offer but reminding him of the pending expiry of the forbearance period and that the Bank expected to proceed with enforcement. A true copy of this exchange of emails is attached hereto as **Exhibit "SS"**. A portion of the email chain has been redacted as such deals with communications between the Bank and its lawyers.

46. By email dated November 16, 2016 from Mr. Chia to Mr. Kareem, Mr. Chia requested a proposal as to how the Companies planned to pay out the Bank by November 30, 2016. By responding email Mr. Kareem presented two scenarios. The first would require the Bank to compromise the Companies' indebtedness to it. The second involved Mr. Kareem continuing, over a period of a year, to seek other mortgage financing or to sell the Property. A true copy of this exchange of emails is attached hereto as **Exhibit "TT"**. Again, a portion of the email chain has been redacted as such deals with communications between the Bank and its lawyers.

47. The Bank was willing to allow Mr. Kareem some additional time, if not a year, to seek financing or a sale. Therefore, on the expiry of the forbearance period, it did not take immediate enforcement action. The Bank eventually agreed to one further extension of the forbearance period, this time to June 30, 2017. By letter agreement dated February 14, 2017, a true copy of

which is attached hereto as **Exhibit “UU”**, the Bank agreed to an extension with certain additional conditions, including:

- (a) a further list price reduction if ACIC had not entered into a binding agreement of purchase and sale by April 30, 2017;
- (b) the Borrowers would provide to the Bank on or before February 28, 2017 copies of their year-end statements for the most recent fiscal year ends;
- (c) the Bank remained at liberty to issue a notice of sale under the Mortgage at any time during the Forbearance Period;
- (d) the indebtedness would be repaid on the earlier of completion of a refinancing, sale or June 30, 2017.

Forbearance Period Has Ended Without Payment or a Sale of the Property

48. The Companies did not comply with their ongoing obligations under the forbearance agreement as extended. In particular, by correspondence to the Companies' lawyer dated March 29, 2017, a true copy of which is attached hereto as **Exhibit “VV”**, the Bank's lawyers advised of the following forbearance agreement defaults:

- (a) the Borrowers had not provided a copy of the relevant MLS listing agreement;
- (b) the Bank had not received any updates regarding a sale or refinancing;
- (c) the Bank had not received copies of any offers;
- (d) the Bank had not received the Borrowers' 2017 year end statements; and

- (e) the Bank had not received an updated mortgagee's copy of an insurance policy in force.

49. The Bank was subsequently provided with an executed agreement of purchase and sale for the Property showing Gas Bar 13 as a purchaser. A true copy of this agreement is attached hereto as **Exhibit "WW"**. The agreement shows a purchase price of \$2,900,000 with a closing date of June 30, 2017, being the expiration date of the extended forbearance period.

50. The Bank was provided with an amendment to the Gas Bar 13 agreement of purchase and sale dated May 30, 2017 which, among other amendments, extended the closing date to July 21, 2017, beyond the June 30 expiry date of the forbearance period. A true copy of this amendment agreement is attached hereto as **Exhibit "XX"**.

51. Despite the expiry of the forbearance period, the Bank was willing to wait to see if the transaction closed on July 21, 2017. However, on July 13, 2017, Mr. Feldman of Chaitons spoke to Shinder Kelley, a lawyer who had acted for the Companies in connection with the forbearance extensions. Mr. Feldman summarized that conversation in an email to Mr. Kelley dated July 13, 2017, among other matters confirming that Mr. Kelley had not been retained to deal with the closing and had not received any documentation in connection with the closing, despite it being little more than a week away.

52. Mr. Feldman concluded in his email the Bank's position that there appeared to be no pending transaction and an expired forbearance agreement. Mr. Feldman also advised that he expected to receive instructions from the Bank to proceed with enforcement of the Bank's

security, including the appointment of a receiver. A true copy of this email is attached hereto as **Exhibit “YY”**.

53. Following Mr. Feldman sending this email, we received a further amendment agreement extending the closing date to August 31, 2017. A true copy of this amendment agreement is attached hereto as **Exhibit “ZZ”**.

54. I am advised by Mr. Feldman that subsequently, on July 18, 2017, he spoke with Shahed Malik, who indicated he was a lawyer for the purchaser of the Property. Mr. Feldman advises that he asked if Mr. Malik had yet heard from a lawyer for the vendor and that Mr. Malik indicated that he had not. Mr. Feldman asked that Mr. Malik send an email advising for whom he acts and attaching a copy of a signed agreement. I am advised by Mr. Feldman that he did not receive any such email.

55. I am further advised by Mr. Feldman that having heard nothing further from Mr. Malik following their July 18, 2017 conversation, he followed up with a phone-call on July 31, 2017. Mr. Malik said that he had heard nothing further from his prospective client, was not in receipt of an agreement of purchase and sale and that his client had “vanished”. The only other communication that Mr. Feldman received from Mr. Malik regarding this matter was an August 30, 2017 email whereby Mr. Malik enclosed an additional copy of the amendment agreement at Exhibit “ZZ” with handwriting thereon indicating that the closing date was now October 30, 2017. A true copy of this document is attached hereto as **Exhibit “AAA”**. There is no indication on the document if this extension was agreed to by all parties. Regardless, this transaction has never been completed

56. As the forbearance period had ended and it was apparent that there was no reasonable likelihood that ACIC would complete a sale of the Property in the near future, the Bank provided instructions to its lawyers to continue with enforcement of the Companies' indebtedness and security, including the issuance of a notice of sale under the Mortgage. A notice of sale was issued on September 14, 2017. A true copy of the notice of sale is attached hereto as **Exhibit "BBB"**.

57. In response to the notice of sale, the Bank's lawyers received a letter from Mr. Kareem dated September 25, 2017 requesting that he be given until November 30, 2017 to sell the Property. A true copy of this letter is attached hereto as **Exhibit "CCC"**.

58. On November 28, 2017, the Bank's lawyers received an agreement of purchase and sale for the Property between ACIC as vendor and 2557515 Ontario Ltd., in trust, as purchaser at a purchase price of \$1,800,000. A true copy of this agreement is attached hereto as **Exhibit "DDD"**. There are significant concerns regarding the *bona fides* of this agreement, including:

- (a) a corporate search indicates that there is no Ontario corporation by the name 2557515 Ontario Ltd. The corporation number 2557515 is assigned to Homelife G1 Realty Inc., which was incorporated on January 23, 2017. A true copy of the corporate profile report for that corporation number is attached hereto as **Exhibit "EEE"**. Regardless, the purported purchaser is purchasing in trust so the Bank has no information as to the purchaser's ability to close the transaction;
- (b) the closing date is December 21, 2018 and the parties have explicitly included a provision permitting them to extend the closing date;

- (c) the agreement includes a provision that the “property will be subjected to the buyers lawyer’s approval”. It is unclear what this is intended to mean but it indicates at the least that this is not a firm agreement;
- (d) the agreement is conditional for 90 days based on:
 - (i) the buyer’s “due diligence”;
 - (ii) the buyer securing financing;
 - (iii) inspection of the Property.

59. Given the lack of clarity surrounding the identity of the purchaser, the extraordinarily long closing period and the conditional nature of the offer, the Bank does not consider this offer to be serious or credible.

60. Furthermore, the Bank received only a partial payment due November 1, 2017 under the ACIC Term Loan and did not receive the payment due December 1, 2017.

Requirement for a Receiver

61. The Bank has given the Companies a significant amount of time to repay their respective indebtedness and a number of generous indulgences. Notwithstanding, the Companies have either failed or are otherwise unable to arrange repayment. The loans are in default, demand has been made and all forbearance periods have expired. As a result, the Bank seeks the appointment of a receiver to protect its security and to assess the best course of action for the businesses going ahead, either through continued operations during a sale process or discontinuance and sale of the Property and the Companies’ assets.

62. As the Property is operated as a gas station, there are safety and environmental issues that must be addressed, whether operations are discontinued in their entirety or in some reduced capacity. A receiver will be able to assess the viability of the business and, if operations are to continue, will ensure that such is done safely and in accordance with applicable laws and regulations. If operations are to discontinue, a receiver will ensure that such is likewise done in accordance with applicable laws and regulations.

63. A receiver will also be able to deal with the gas supplier and the restaurant franchisor, in particular any potential transfer of rights should there ultimately be a sale of the business.

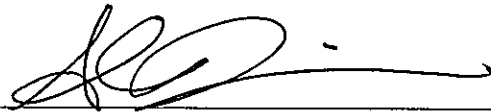
64. In addition, a receiver can investigate and report to the court regarding any potential environmental or other concerns with the Property. A receiver will also be in a position to determine whether a going concern sale of the business, including the Property and the assets secured by the GSAs, is viable and in the interests of interested parties.

SWORN before me at the City
of Toronto, in the, Province of
Ontario, this 4th day
Of January, 2018



Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

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)
)
)
)
)
)



Alice Tien

This is **Exhibit "A"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palanglewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



Request ID: 020704349
 Transaction ID: 65623202
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/09/13
 Time Report Produced: 14:22:33
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
3014238	AL-CHERAGH INTERNATIONAL CORPORATION	2005/06/28
		Jurisdiction
		CANADA
Corporation Type	Corporation Status	Former Jurisdiction
FEDERAL CORP WITH SHARE	REFER TO JURISDICTION	NOT APPLICABLE
Registered or Head Office Address	Date Amalgamated	Amalgamation Ind.
847 MANTLE CRESCENT	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
MISSISSAUGA	NOT APPLICABLE	NOT APPLICABLE
ONTARIO		
CANADA L5V 2G3		Letter Date
Principal Place of Business in Ontario		NOT APPLICABLE
847 MANTLE CRESCENT	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
MISSISSAUGA	Transferred Out Date	Cancel/Inactive Date
ONTARIO	NOT APPLICABLE	NOT APPLICABLE
CANADA L5V 2G3		
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	2005/06/28	NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 020704349
Transaction ID: 65623202
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/09/13
Time Report Produced: 14:22:33
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

3014238

Corporation Name

AL-CHERAGH INTERNATIONAL CORPORATION

Corporate Name History

REFER TO JURISDICTION

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	2	2005/07/04 (ELECTRONIC FILING)

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

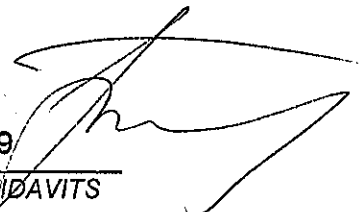
The issuance of this report in electronic form is authorized by the Ministry of Government Services.

*This is **Exhibit "B"** referred to in the
affidavit of Alice Tien*

*sworn before me, this 4th
day of January, 2018.*

**Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019**

A COMMISSIONER FOR TAKING AFFIDAVITS



Request ID: 020704350
 Transaction ID: 65623203
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/09/13
 Time Report Produced: 14:22:33
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
3014252	6413340 CANADA INC.	2005/06/30
		Jurisdiction
		CANADA
Corporation Type	Corporation Status	Former Jurisdiction
FEDERAL CORP WITH SHARE	REFER TO JURISDICTION	NOT APPLICABLE
Registered or Head Office Address	Date Amalgamated	Amalgamation Ind.
ABDUL ALLA KARIM 847 MANTLE CRESCENT	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
MISSISSAUGA ONTARIO CANADA L5V 2G3	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Principal Place of Business in Ontario		NOT APPLICABLE
ABDUL ALLA KARIM 847 MANTLE CRESCENT	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
MISSISSAUGA ONTARIO CANADA L5V 2G3	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	2005/06/30	NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 020704350
Transaction ID: 65623203
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/09/13
Time Report Produced: 14:22:33
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

3014252

Corporation Name

6413340 CANADA INC.

Corporate Name History

REFER TO JURISDICTION

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

YES - SEARCH REQUIRED FOR DETAILS

Administrator:
Name (Individual / Corporation)

ABDUL
ALLA
KAREEM

Address

847 MANTLE CRESCENT

MISSISSAUGA
ONTARIO
CANADA L5V 2G3

Date Began

2005/06/30

First Director

NOT APPLICABLE

Designation

OFFICER/MANAGER IN ONT.

Officer Type

Resident Canadian

NOT APPLICABLE

Request ID: 020704350
Transaction ID: 65623203
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/09/13
Time Report Produced: 14:22:33
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

3014252

Corporation Name

6413340 CANADA INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	2	2005/07/04 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.



Government
of Canada

Gouvernement
du Canada

Federal Corporation Information - 641334-0

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

641334-0

Business Number (BN)

834012742RC0001

Corporate Name

6413340 CANADA INC.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2005-06-30

Registered Office Address

Care of: ABDUL ALLA KAREEM
8104 8TH LINE
ESSA ON L0M 1T0
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporate key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 5

ABDUL ALLA KAREEM
8104 8TH LINE
ESSA ON L0M 1T0
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

06-30

Date of Last Annual Meeting

2016-06-30

Annual Filing Period (MM-DD)

06-30 to 08-29

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2017 - Overdue

2016 - Filed

2015 - Filed

Corporate History

Corporate Name History

2005-06-30 to Present

6413340 CANADA INC.

Certificates and Filings

Certificate of Incorporation

2005-06-30

Date Modified:

2017-05-04

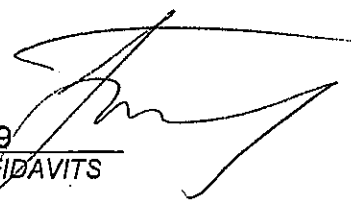
*This is **Exhibit "C"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



Request ID: 020704351
 Transaction ID: 65623204
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/09/13
 Time Report Produced: 14:22:34
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
3041367	7149816 CANADA INC.	2009/04/01
		Jurisdiction
		CANADA
Corporation Type	Corporation Status	Former Jurisdiction
FEDERAL CORP WITH SHARE	REFER TO JURISDICTION	NOT APPLICABLE
Registered or Head Office Address	Date Amalgamated	Amalgamation Ind.
NAMOOS KAREEM 329 JOHNSON ST	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
BARRIE ONTARIO CANADA L4M 7A2	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Principal Place of Business in Ontario		NOT APPLICABLE
NAMOOS KAREEM 329 JOHNSON ST	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
BARRIE ONTARIO CANADA L4M 7A2	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	2009/04/01	NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 020704351
Transaction ID: 65623204
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/09/13
Time Report Produced: 14:22:34
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

3041367

Corporation Name

7149816 CANADA INC.

Corporate Name History

REFER TO JURISDICTION

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator: Name (Individual / Corporation)

NAMOOS

KAREEM

Address

329 JOHNSON ST

BARRIE
ONTARIO
CANADA L4M 7A2

Date Began

2009/04/01

First Director

NOT APPLICABLE

Designation

OFFICER/MANAGER IN ONT.

Officer Type

Resident Canadian

NOT APPLICABLE

Request ID: 020704351
Transaction ID: 65623204
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/09/13
Time Report Produced: 14:22:34
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

3041367

7149816 CANADA INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA INITIAL RETURN

2

2009/04/02 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.



Government
of Canada

Gouvernement
du Canada

Federal Corporation Information - 714981-6

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

714981-6

Business Number (BN)

812795896RC0001

Corporate Name

7149816 CANADA INC.

Status

Dissolved for non-compliance (s. 212) on 2017-01-23

Governing Legislation

Canada Business Corporations Act - 2009-04-01

Registered Office Address

Care of: NAMOOS KAREEM
329 JOHNSON ST
BARRIE ON L4M 7A2
Canada

Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporate key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

NAMOOS KAREEM
329 JOHNSON ST
BARRIE ON L4M 7A2
Canada

043

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

04-01

Date of Last Annual Meeting

2013-06-30

Annual Filing Period (MM-DD)

04-01 to 05-31

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2016 - Overdue

2015 - Overdue

2014 - Overdue

Corporate History

Corporate Name History

2009-04-01 to Present

7149816 CANADA INC.

Certificates and Filings

Certificate of Incorporation

2009-04-01

Certificate of Dissolution

2015-02-06

Certificate of Revival

2016-06-15

Certificate of Dissolution

2017-01-23

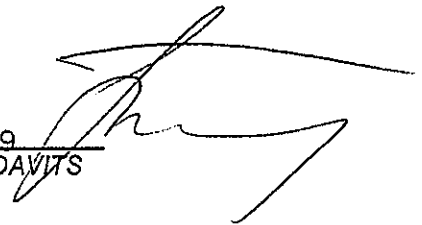
044

Date Modified:

2017-05-04

*This is **Exhibit "D"** referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019
A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in black ink, appearing to be 'T. Palangiewicz', written over the printed name and title.



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #51

58552-0076 (LT)

PAGE 1 OF 4
PREPARED FOR Caterina
ON 2017/12/07 AT 10:31:16

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT A CON 2 EPR ORO PTS 1 & 2, 51R6107; ORO-MEDONTE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

OWNERS' NAMES

AL-CHERAGH INTERNATIONAL CORPORATION

CAPACITY SHARE

ROWN

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2000/05/23

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 2000/05/23 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE" OF 2000/05/23					
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/05/19 **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO					
**	SUBSECTION 4(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: 2000/05/23 **						
RO372254	1971/10/15	LEASE			LEEWENS, JASPER C.	
51R6107	1976/09/01	PLAN REFERENCE				
ROL192597	1992/07/08	CHARGE				
			*** COMPLETELY DELETED ***			
ROL192598	1992/07/08	CHARGE			CALAUTTI, ROCCO CALAUTTI, MARIA	
			*** COMPLETELY DELETED ***			
ROL1348371	1997/06/13	NOTICE OF LEASE			ROYAL BANK OF CANADA	
			*** COMPLETELY DELETED ***			
ROL1354976	1997/08/15	CHARGE			SHELL CANADA PRODUCTS LIMITED	
			*** COMPLETELY DELETED ***			

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.

046



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #51

58552-0076 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PAGE 2 OF 4
PREPARED FOR Caterina
ON 2017/12/07 AT 10:31:16

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: DISCHARGED BY R01418345, DELETED 2003/07/02 BY J. POTTER ADLR					THE TORONTO-DOMINION BANK	
R01354977	1997/08/15	POSTPONEMENT		*** COMPLETELY DELETED ***		
REMARKS: R01192597, R01354976						
R01356188	1997/08/26	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
REMARKS: R01192598						
R01415480	1999/07/08	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
REMARKS: R01192597						
R01415481	1999/07/08	TRANSFER		*** COMPLETELY DELETED ***	1362692 ONTARIO LIMITED	
R01415482	1999/07/08	CHARGE		*** COMPLETELY DELETED ***	972560 ONTARIO LTD.	
R01415483	1999/07/08	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
REMARKS: LEASES & RENTS, R01415482						
SC98615	2003/03/07	NOTICE		*** COMPLETELY DELETED *** 1362692 ONTARIO LIMITED	972560 ONTARIO LTD.	
REMARKS: R01415482						
SC131391	2003/07/11	APL (GENERAL)		*** COMPLETELY DELETED *** 1362692 ONTARIO LIMITED		
REMARKS: DELETE R01348371- EXPIRED 2002/04/30						
SC131392	2003/07/11	CHARGE		*** COMPLETELY DELETED *** 1362692 ONTARIO LIMITED	INNISFIL CREDIT UNION LTD.	
SC131393	2003/07/11	NO ASSIGN RENT GEN		*** COMPLETELY DELETED *** 1362692 ONTARIO LIMITED	INNISFIL CREDIT UNION LTD.	
REMARKS: SC131392 & RENTS						
SC131394	2003/07/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** 972560 ONTARIO LTD.		
REMARKS: RE: R01415482						

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.

047



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #51

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 4
PREPARED FOR Caterina
ON 2017/12/07 AT 10:31:16

58552-0076 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC154358	2003/09/25 REMARKS: SC486774	NOTICE OF LEASE	\$2	1362692 ONTARIO LIMITED	SHELL CANADA PRODUCTS LIMITED	C
SC429669	2006/04/24 REMARKS: - DELETES LEASE R0372254	APL (GENERAL)		*** COMPLETELY DELETED *** 1362692 ONTARIO LIMITED		
SC429858	2006/04/24	TRANSFER	\$945,500	1362692 ONTARIO LIMITED	AL-CHERAGH INTERNATIONAL CORPORATION	C
SC429859	2006/04/24	CHARGE		*** COMPLETELY DELETED *** AL-CHERAGH INTERNATIONAL CORPORATION	PEOPLES CREDIT UNION LIMITED	
SC429864	2006/04/24	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** AL-CHERAGH INTERNATIONAL CORPORATION	PEOPLES CREDIT UNION	
SC429916	2006/04/24	CHARGE		*** COMPLETELY DELETED *** AL-CHERAGH INTERNATIONAL CORPORATION	1362692 ONTARIO LIMITED	
SC429917	2006/04/24 REMARKS: RE: SC429916	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** AL-CHERAGH INTERNATIONAL CORPORATION	1362692 ONTARIO LIMITED	
SC451391	2006/06/28 REMARKS: RE: SC131392	DISCH OF CHARGE		*** COMPLETELY DELETED *** PEOPLES CREDIT UNION LIMITED		
SC524543	2007/03/01	NOTICE OF LEASE	\$2	AL-CHERAGH INTERNATIONAL CORPORATION	SHELL CANADA PRODUCTS LIMITED	C
SC534040	2007/04/12	CHARGE		*** COMPLETELY DELETED *** AL-CHERAGH INTERNATIONAL CORPORATION	ARSHAD, MUHAMMAD ARSHAD, TAHIRA	
SC711628	2009/01/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** ARSHAD, MUHAMMAD ARSHAD, TAHIRA		
SC711630	2009/01/12 REMARKS: RE: SC534040	CHARGE		*** COMPLETELY DELETED *** AL-CHERAGH INTERNATIONAL CORPORATION	PEOPLES CREDIT UNION LIMITED	
SC711632	2009/01/12	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** AL-CHERAGH INTERNATIONAL CORPORATION	PEOPLES CREDIT UNION LIMITED	

048

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LAND
REGISTRY
OFFICE #51

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 4
PREPARED FOR Caterina
ON 2017/12/07 AT 10:31:16

58552-0076 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC711708	REMARKS: SC711630 - RENTS 2009/01/13 DISCH OF CHARGE			*** COMPLETELY DELETED *** 1362692 ONTARIO LIMITED		
SC899724	REMARKS: RE: SC429916 2011/05/05 CHARGE		\$1,725,000	AL-CHERAGH INTERNATIONAL CORPORATION	BANK OF MONTREAL	C
SC899725	2011/05/05 NO ASSIGN RENT GEN REMARKS: SC899724.			AL-CHERAGH INTERNATIONAL CORPORATION	BANK OF MONTREAL	C
SC909031	2011/06/16 DISCH OF CHARGE			*** COMPLETELY DELETED *** PEOPLES CREDIT UNION LIMITED		
SC922396	REMARKS: SC429859. 2011/08/10 DISCH OF CHARGE			*** COMPLETELY DELETED *** PEOPLES CREDIT UNION LIMITED		
SC964949	REMARKS: SC711630. 2012/02/24 CONSTRUCTION LIEN			*** COMPLETELY DELETED *** SOLOMON ENTERPRISES CORP.		
SC1180060	2014/12/04 NO SEC INTEREST		\$10,320	SNAP COMMERCIAL FINANCE CORP.		C
SC1184820	2014/12/24 CERT TAX ARREARS			*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWNSHIP OF ORO-MEDONTE		
SC1333123	2016/08/18 APL (GENERAL)			*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWNSHIP OF ORO-MEDONTE		
SC1362455	REMARKS: SC1184820 2016/11/17 LIEN		\$24,253	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
SC1401963	2017/04/18 APL DEL CONST LIEN			*** COMPLETELY DELETED *** SOLOMON ENTERPRISES CORP.		
SC1439962	REMARKS: SC964549. 2017/06/11 DIR TITLES ORDER			*** COMPLETELY DELETED *** DIRECTOR OF TITLES		

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

049

This is **Exhibit "E"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

This **LOAN AGREEMENT** made as of the 29th day of April, 2011, between
BANK OF MONTREAL (the "Bank")

AND AL-CHERAGH INTERNATIONAL CORPORATION (the "Borrower")

witnesses that the Bank has granted the Borrower a Fixed Rate Term Loan allowing the Borrower to borrow from the Bank the principal amount of \$1,600,00.00 subject to periodic review by the Bank, upon the following terms and conditions:

1. In this Agreement:

- (a) "Loan" means the total principal amount advanced and outstanding at any time hereunder, together with accrued and unpaid interest thereon, if any;
- (b) "Maturity Date" means the 30th day of April, 2016;
- (c) "Note" means a fixed rate note in the form attached hereto; and
- (d) "Prime Rate" means, on any date, the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest charged on Canadian dollar loans to customers in Canada, and designated by the Bank as its "Prime Rate".

2. Prepayment of the Loan in whole or in part is not permitted prior to the Maturity Date.

3. The Loan shall bear interest, from and including the date of the Note at the fixed rate per annum specified on the Note of the Loan, calculated and accruing daily and compounded monthly on the outstanding balance of the Loan.

4.

- ☐ (a) **Principal Payment Plus Interest:** The Loan principal shall be repaid by installments as follows:

\$_____ on the _____ day of _____, _____ and thereafter
\$_____ on the _____ of each and every _____
period until the Maturity Date on which date the balance of the Loan then outstanding and all accrued and unpaid interest shall become due and payable.

- ☐ (b) Interest shall be paid at the fixed rate per annum specified on the Note on the last day of each and every month from the date on the Note on the balances of the Loan from time to time remaining unpaid up to and after the Maturity Date.

- ☒ (c) **Blended Payments:** The Loan shall be repaid by installments comprising principal and interest at the fixed rate per annum specified on the Note as follows:
\$11,096.76 on the last day of each month, _____ and thereafter
\$_____ on the last day of each and every month until the Maturity Date on which date the balance of the Loan then outstanding and all accrued and unpaid interest shall become due and payable.

- (d) Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest on the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Bank's Prime Rate, calculated and accrued daily and compounded monthly on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

Borrower to Initial

Delete as appropriate (a) and (b) or (c)

5. Fees:

- (a) the Borrower agrees to pay on the _____ day of _____, _____, a booking fee of _____% of the principal amount of the Loan;
- (b) the Borrower agrees to pay an application fee in the amount of \$ _____ on the _____ day of _____, _____;
- (c) the interest rate may be fixed up to 30 days before the first advance. If this right is exercised the Borrower shall pay on the _____ day of _____, _____, a commitment fee of 1% of the principal amount of the Loan; and
- (d) the fees in (b) and (c) herein will be refunded to the Borrower on the day the Loan is advanced. In the event that the Loan is cancelled by the Borrower, the fees will not be refunded to the Borrower.

6. The Borrower may be permitted to convert from a fixed interest rate as hereinbefore provided to a floating interest rate at then current interest rates on the Maturity Date of the fixed rate Loan but not sooner.

7. The Bank shall be under no obligation to make any advance until the Borrower shall have provided the Bank with:

- (a) a duly executed copy of this Agreement;
- (b) a Note in the amount of the Loan, duly executed by the Borrower;
- (c) security for the amount of the Loan, in form and substance satisfactory to the Bank and duly executed by the Borrower; and
- (d) any additional documents which the Bank may reasonably require.

8. The Borrower represents and warrants:

Delete 8. (a)
If the
Borrower is
not a
business
corporation

- ☐ (a) that it has been duly incorporated, organized and is properly constituted, exists in good standing and is entitled to conduct its business in all jurisdictions in which it carries on business or has assets;
- (b) the entering into of this Agreement and the incurring of liability and indebtedness by the Borrower hereunder do not and will not contravene or breach,
 - (i) any law or regulation or judicial order applicable to the Borrower, or
 - (ii) any provision contained in any other loan or credit agreement, debenture, trust deed or other borrowing instrument or contract to which the Borrower is party;
- (c) the Agreement and the Note when duly issued and delivered by the Borrower to the Bank will constitute valid and binding obligations of the Borrower, enforceable in accordance with their respective terms;
- (d) that all of the Borrower's assets pledged to secure the Loan are free and clear of all hypothecs, mortgages, prior claims, liens, charges or other encumbrances or rights in favour of third parties which are not in favour of the Bank; and
- ☐ (e) ~~all necessary authorizations, approvals, consents or other orders from any authority, governmental or otherwise, have been obtained with respect to the obtaining of the Loan and the execution and delivery of this Agreement and the Note.~~

Delete 8. (e) if
the Borrower is
a
municipality

Delete *9, if the
Borrower is a
municipality

☐ *9. The Borrower covenants that the Borrower:

- (a) will deliver to the Bank:
 - (i) within 90 days of the end of each fiscal year, copies of its financial statements and the report of its auditor thereon;
 - (ii) within 10 days after the end of each month or as otherwise agreed in writing between the Borrower and the Bank, a certificate as to all amounts it owes at the end of such month under any fiscal laws, together with such receipts or other evidences the Bank may require as to payments of amounts owing under fiscal laws; and
 - (iii) at any time such other information as the Bank may reasonably request;
- (b) will insure against all risks relevant to its business operations for amounts commensurate thereto and satisfactory to the Bank, and assign the policies and all amounts payable thereunder to the Bank or hypothecate or otherwise ensure all amounts payable thereunder are payable to the Bank, all as required by and satisfactory to the Bank;
- (c) will furnish the Bank with additional security from time to time as the Bank may deem fit at the request of the Bank;
- (d) will limit capital expenditures to a maximum of \$ _____ in any fiscal year;
- (e) will notify the Bank in writing immediately upon receipt or notice of any law suits, claims, demands or requirements to pay addressed to the Borrower or in which the Borrower is named as a party, and will notify the Bank in writing immediately if any guarantor of all or any part of the Loan dies;
- (f) will use the proceeds of the Loan solely for the purpose of:

_____;
and
- (g) will not, without the prior written consent of the Bank:
 - (i) materially change the nature of its business from that now carried on;
 - (ii) create or permit to be created any prior claim, hypothec, security interest, lien, charge or other right in favour of a third party ranking ahead of or equally with any security given to or hereby agreed to be given to the Bank;
 - (iii) incur additional debt other than in the ordinary course of business;
 - (iv) sell or otherwise dispose of any assets except in the ordinary course of business; or
 - (v) change the ownership of the business.

Delete **9. if the
Borrower is not a
municipality

☐ **9. The Borrower covenants that the Borrower :

- (a) will deliver to the Bank:
 - (i) within 120 days of the end of each fiscal year, copies of its financial statements and the report of its auditor thereon;
 - (ii) at any time such other information as the Bank may reasonably request;
- (b) will insure against all risks relevant to its business operations for amounts commensurate thereto and satisfactory to the Bank;
- (c) will furnish the Bank with additional security from time to time as the Bank may deem fit at the request of the Bank;
- (d) will use the proceeds of the Loan for the purpose of:

_____ ;
_____ ;
will at all times maintain a debt service coverage ratio of not less than _____ so long as any part of the Loan remains unpaid, and it will upon request by the Bank from time to time deliver to the Bank all such financial statements and records as are required by the Bank from time to time to determine the debt service coverage ratio; for the purpose of this Agreement, the term "debt service coverage ratio" at any date means the ratio of:

- (i) the amount of the net revenue of the Borrower for the period from the commencement of the current fiscal year to such date, plus the amounts of depreciation and amortization expense of the Borrower for such period, all as determined by the Bank from financial statements and records provided by the Borrower, to
- (ii) the aggregate amount of all payments required to be made by the Borrower during such period on account of (i) principal and interest on any indebtedness of the Borrower for borrowed money (from the Bank or otherwise) and (ii) rents or other amounts payable on leases treated by the Borrower as capital leases for accounting purposes.

10. If one or more of the following events shall occur namely:

- (a) If:
 - (i) the Borrower fails to pay any amount owing to the Bank pursuant to this Agreement or the Note, or both, including but not limited to the Loan, on the date same becomes due;
 - (ii) the Borrower disposes of any or all of the assets which the Bank holds as security for the Loan;
 - (iii) the Borrower shall be in default in respect of any obligation to pay money whether or not it is in respect of the Loan;
 - (iv) the Borrower shall fail to observe and comply with any term, condition or provision of the Agreement or the Note, or both, other than a default in the payment of money, when such default cannot be cured;
 - (v) the Borrower shall fail to observe and comply with any term, condition or provision of the Agreement or the Note, or both, other than a default in the payment of money, when such default can be cured and the Borrower shall fail to do so within 30 days after the earlier of the Borrower acquiring knowledge of such default or receiving written notice thereof from the Bank;

- (vi) any of the Borrower's representations and warranties to the Bank are incorrect;
 - (vii) the holder (including the Bank) of any prior claim, hypothec, security interest or other encumbrance or right on any of the Borrower's assets and undertaking does anything to enforce or realize on such any prior claim, hypothec, security interest or other encumbrance or right;
 - (viii) the Bank determines that there has been a materially adverse change in the condition, financial or otherwise, of the Borrower or its business;
 - (ix) a guarantor of all or any part of the Loan dies or if notice of termination of a guarantee for the Loan is given to the Bank;
 - (x) the Borrower merges or amalgamates with any other corporation or business; or
- (b) If a petition in bankruptcy is filed against the Borrower, or assignment of all the property of the Borrower is made under the terms of the Bankruptcy and Insolvency Act or the Companies' Creditors Arrangement Act, or if a receiver, receiver manager, or agent is appointed to take possession over any substantial portion of the assets of the Borrower, or if the Borrower permits the assets of the Borrower to be seized or taken in execution or if the Borrower makes an assignment for the benefit of its creditors or files a petition in bankruptcy or is adjudicated insolvent or bankrupt or petitions or applies to any tribunal for any receiver, receiver manager, trustee, liquidator or sequestrator of or for the Borrower or the Borrower's property;

then the Borrower shall be in default hereunder and the Bank may, at its option upon written notice to the Borrower, declare that the entire balance of the Loan shall immediately become due and payable.

11. (a) Any request, notice, or demand made or given in connection with this Agreement may be made or given by mailing the same by prepaid post or by delivering the same to the party for which it is intended and addressed as follows:

BORROWER: AL-CHERAGH INTERNATIONAL CORPORATION

BANK OF MONTREAL: _____

provided however that any party may change its address for purposes of receipt of such communication by giving ten calendar days prior written notice of such change to the other party in the manner prescribed herein.

- (b) Any such request, notice, or demand shall be conclusively deemed to have been received by the party to which it is addressed on the third business day following the day of such mailing, if mailed, or on the day of delivery, if delivered.
12. If by reason of any law or interpretation or administration effective after the date of the Agreement, the Bank becomes liable to make a payment (not being a tax imposed on the net income, profits or gains of the Bank) calculated by reference to the services to be supplied under the terms of this Agreement, then the Borrower agrees, within ten days after any demand by the Bank to reimburse the Bank for such costs or such liability.
13. All reasonable legal costs and out-of-pocket expenses incurred by the Bank in the preparation or enforcement of this Agreement, the Note or any security or other documentation required hereunder or in connection herewith shall be for the account of the Borrower.
14. Each party may from time to time and at any time:

- (a) waive in whole or in part the rights accruing to it by reason of any of the provisions of any clause of this Agreement; or
- (b) waive in whole or in part any default under any clause in this Agreement which is to its benefit;

but any such waiver by either party of any such right or of any such default on any occasion shall be deemed not to be a waiver of the provisions of any such clause thereafter or of any other clause or of any subsequent default, as the case may be.

15. If the Borrower comprises more than one person, all covenants and liabilities entered into, by or imposed upon the Borrower shall be joint and several (solidary in the Province of Quebec). Each Borrower, if more than one, is responsible both individually and together with the other Borrower(s) for all obligations of the Borrower to the Bank pursuant to this Agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that province.
17. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors, heirs, liquidators, administrators and assigns, except that the Borrower may not assign any of its rights or obligations hereunder without the Bank's prior written consent.

This clause applies
only in the
Province of
Quebec

18. It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English.
Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

IN WITNESS WHEREOF this Agreement has been executed by the Borrower and the Bank as of the date set forth above.

BANK OF MONTREAL

By: _____
Name: _____
Title: _____

If executed by a
company with a
corporate seal,
the corporate
seal should be
affixed.

If signed by corporation or other entity (e.g. partnership):

AL-CHERAGH INTERNATIONAL CORPORATION
(Name of Entity)

By: _____
Name: Abdul Alla Kareem
Title: President

I have the authority to bind the corporation.

By: _____
Name: _____
Title: _____

If signed by natural person (e.g. sole proprietor):

Name: _____

Witness: _____
Name: _____

Name: _____

Witness: _____
Name: _____

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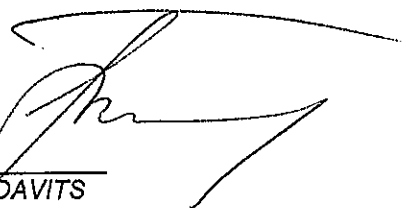
*This is **Exhibit "F"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



BMO  Bank of Montreal

Fixed Rate Term Loan – Promissory Note 059

0379

April 29/11

\$1,600,000.00

Branch

Date

Subject to and in accordance with the terms of the agreement between the undersigned and the Bank of Montreal, dated _____ (as amended, supplemented, restated and replaced from time to time, the "Agreement"), the undersigned promises to pay to or to the order of Bank of Montreal at its above mentioned branch, the sum of \$1,600,00.00/ 100 Dollars, or such other amount as may be outstanding from time to time and at any time under the Agreement with interest up to and after Maturity Date (as defined in the Agreement) calculated and accruing daily and compounded monthly on the outstanding balance payable at the rate of 5.60% per cent per annum.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the amount owing to the Bank of Montreal under the Agreement is not paid in full with interest at the Maturity Date indicated in the Agreement then such amount owing shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate (as defined in the Agreement), calculated and accrued daily and compounded monthly on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

The undersigned waives presentation, protest and notice of dishonour.

AL CHERASH
INTERNATIONAL CORPORATION

~~FOR INTERNAL BANK USE ONLY~~

Credit to Deposit Account No.	Loan Account No.	Initials
0379-1042-920	0379-6999-940	

Per: Abdul Alla Kareem
I have the authority to bind the corporation.

April 29/11
RMC - 12292
CAM - John Ferreira
PM - U. Sana
PSO - Sherill

Copy only original
to follow.
diarize on E-log

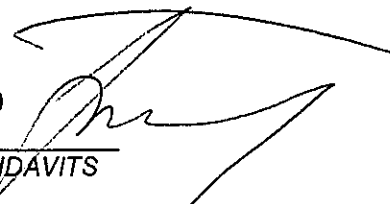
*This is **Exhibit "G"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS





Operating Loan Agreement with Availment in Canadian Dollars

To: Bank of Montreal

Date: March 23, 2011

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. DEFINED TERMS

In this Agreement:

- 1.01 "Account" shall mean the Canadian Dollar Account No. 379-1042-920 at the Bank.
- 1.02 "Facility Fee" shall mean a fixed monthly fee of \$ 25.00/month.
- 1.03 "Loan" shall mean the credit facility (if any) provided pursuant to this Agreement and the amount of the Loan shall mean at any time the aggregate of all amounts debited to the Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) less the aggregate of all amounts credited to the Account for which the Bank has given value.
- 1.04 "Loan Limit" shall mean Fifteen Thousand Dollars (\$ 15,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.
- 1.05 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus two per cent (2.00%) per annum.
- 1.06 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is _____ per cent (____ %) per annum.
- 1.07 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is Twenty One per cent (21.0%) per annum.

2. ACCOUNT

- 2.01 Cheques drawn and debits of other kinds made on the Account (including, without limitation, transfers and withdrawals) shall be drawn in Canadian dollars.
- 2.02 The undersigned shall not at any time permit the Loan to exceed the Loan Limit and shall use the Account for business purposes only.
- 2.03 The Bank is authorized to debit the Account for all fees and interest required hereunder and for all costs, charges and expenses referred to in paragraph 6.01 and in any other agreement(s) the undersigned has entered into with the Bank.

3. FEES AND INTEREST

- 3.01 The undersigned shall pay the Facility Fee to the Bank, on the last day of each month in addition to all other fees applicable to the Account. Notwithstanding paragraph 1.02, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and for other standard reporting services provided by the Bank in connection with the Account.

- 3.02 The undersigned shall, both before and after demand or judgment, pay interest at the Loan Rate on the daily closing balance of the Loan up to the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.03 The undersigned shall, both before and after demand or judgment, pay interest at the Overdraft Rate on the amount of any daily closing balance of the Loan in excess of the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.04 Nothing herein shall oblige the Bank to permit the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or \$100, whichever is greater, and a \$5 overdraft handling charge per item that creates or increases the excess.

4. DEMAND AND TERMINATION

- 4.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan provided hereunder and demand payment of the Loan by notice as herein provided.
- 4.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM THE ACCOUNT UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

5. DOCUMENTATION

- 5.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:
- (a) any security required by the Bank; and
 - (b) all other documents and information required by the Bank.
- 5.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

6. COSTS

- 6.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

7. NOTICES

- 7.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any.
- 7.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

8. AMENDED AND RESTATED AGREEMENT

- ☐ 8.01 This Agreement hereby amends and restates the _____
(Insert name of agreement)
Agreement dated the _____ day of _____, as heretofore amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.
- ☐ 8.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations, indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing Agreement shall be governed by the terms hereof.
- ☐ 8.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the Bank Act (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth herein.
- ☐ 8.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement as amended and restated by this Agreement.
- ☐ 8.05 This Article 8 is made under express reserve of all the terms and conditions of this Agreement and the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall continue to be secured by the Security Documents. All of the provisions of this Article 8 are without novation.

9. GENERAL

- 9.01 The provisions of the Addendum, if any, shall be incorporated into this Agreement and form part hereof.
- 9.02 The Bank's statements of the Account at any time shall constitute prima facie evidence of the Loan.
- 9.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to the Bank dies.
- 9.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.
- 9.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.
- 9.06 Subject to Article 8 above (if applicable) this Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.
- 9.07 The undersigned agrees that the balance shown in any statement of the Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Loan as at the date of the statement.
- 9.08 All payments relating to the Loan made by the undersigned pursuant to this Agreement shall be paid in Canadian dollars.

Any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the

Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars so payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.

- 9.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.
- 9.10 Time shall be of the essence of this Agreement.
- 9.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.
- 9.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

By executing this Agreement below the undersigned hereby agrees to the foregoing terms and conditions.

DATED as of the date set forth above.

The following section is unprotected. To insert additional signature lines, copy and paste as necessary. Delete this comment and lines that are not required.

If signed by corporation or other entity (e.g. partnership):

AL-CHERAGH INTERNATIONAL CORPORATION
(Name of Entity)

By: _____

Name: Abdul Alla Kareem

Title: President

I have the authority to bind the corporation.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

If signed by natural person (e.g. sole proprietor):

Witness
Name _____

Name: _____

Witness
Name _____

Name: _____

Witness
Name _____

Name: _____

ADDENDUM TO

065

OPERATING LOAN AGREEMENT

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to: N/A.

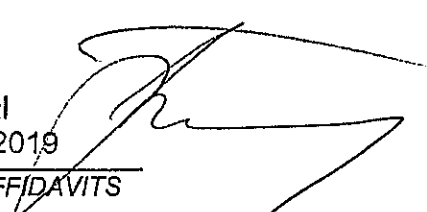
*This is **Exhibit "H"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



To: Bank of Montreal

(29)

District GTAW		Amendment No. 1
Branch of Account 863 BROWN'S LINE ETOBICOKE, ON M8W 3V7	Account No. 0379-1042-920	Date May 15, 2012

WHEREAS the undersigned has entered into a Operating Loan Agreement dated the 23th day of March, 2011 as
(Insert actual name of the Agreement to be amended)
amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) 1.04 of the Existing Agreement is/are amended to read as follows:

"Loan Limit" shall mean Five Thousand Dollars (\$5,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

2. The Addendum to the Agreement is amended to read as follows:

N/A

3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.
4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.
5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.
6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.

7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

AL-CHERAGH INTERNATIONAL CORPORATION

By:

Name: Mr. Abdul Alla Kareem

Title:

By:

Name: Mrs. Namoos Kareem

Title:

By:

Name:

Title:

® Registered trade-marks of Bank of Montreal

This is **Exhibit "I"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:
1525 Highway 11 North, Shanty Bay, Ontario

List all premises
and asset
locations, by
schedule, if
necessary

2. The Debtor hereby:

Attach a
schedule, if
equipment is to
be listed

- (a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto ;
- (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ;
- (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above ;
- (d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom ; and

(e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

- (a) the Debtor shall default under any of the Obligations;
- (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
- (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;
- (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be *bona fide* opposed by the Debtor;
- (e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

- (a) as a whole or in various lots;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

19. The Debtor acknowledges receipt of a copy of this agreement.

20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

Insert date of
execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on
24 day of January, 2011. (year)

To be signed by
Debtor; if Debtor is a
corporation ensure
signatures are
authorized and if
Debtor is a corporation
with a corporate seal,
affix Corporate Seal;
Debtor's name should
be typed

AL-CHERAGH INTERNATIONAL
CORPORATION

Per: Abdul Alla Kareem
I have the authority to bind
the Corporation.

CORPORATE AUTHORIZING RESOLUTION

Required only for
a corporation

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;
4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

To be completed
by Secretary or
other authorized
officer; insert
name of
corporation

I am the Secretary of AL-CHERAGH INTERNATIONAL CORPORATION and I hereby certify that:

Insert
appropriate
date

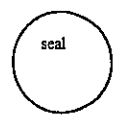
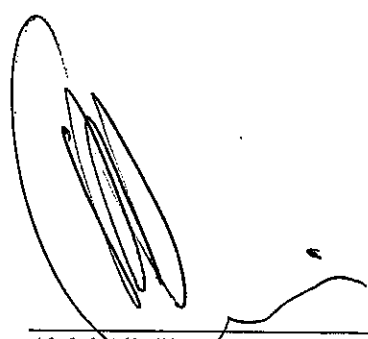
1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 24 day of January 2011 (year)
2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

Use
applicable
clause

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

(or where applicable – the Company is subject to the *Business Corporations Act* of Ontario and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the *Business Corporations Act*).

To be signed by
Secretary or other
authorized
officer; affix
corporate seal



Abdul Alla Kareem

I have the authority to bind the Corporation.

This is **Exhibit "J"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.
Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102932.81

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(11001)

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

TYPE OF SEARCH : BUSINESS DEBTOR

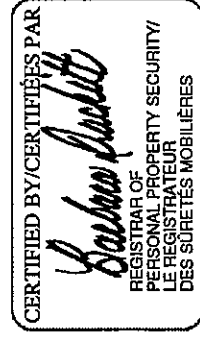
SEARCH CONDUCTED ON : AL-CHERAGH INTERNATIONAL CORPORATION

FILE CURRENCY : 06DEC 2017

ENQUIRY NUMBER 20171207102932.81 CONTAINS 15 PAGE(S), 4 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHALTONS LLP (LC) - LUCY CATERINA
5000 YONGE STREET, 10TH FLOOR
TORONTO ON M2N 7E9



CONTINUED...

2



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102932.81

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(11002)

BUSINESS DEBTOR

AL-CHERAGH INTERNATIONAL CORPORATION
06DEC 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
718990938

01 CREATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20160727 0915 1590 3556 P PSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME AL-CHERAGH INTERNATIONAL CORPORATION
04 ADDRESS 1525 HIGHWAY 11 NORTH SHANTY BAY ONTARIO CORPORATION NO
L0L 2L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO

08 SECURED PARTY / BANK OF MONTREAL
09 FIFTH CLAIMANT 100 KING STREET WEST, FCP, 7TH FLOOR TORONTO ON M5X 1A1

10 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF NO FINED
Maturity or Maturity Date

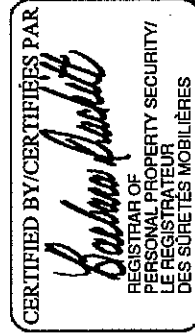
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL THIS IS A LATE RENEWAL OF REGISTRATION NO. 20110505 1416 1793 9104,
14 COLLATERAL FILE REFERENCE NO. 669618981.
15 DESCRIPTION

16 REGISTERING CHAITONS LLP (SD)
17 AGENT 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CONTINUED... 3



(ojtt 11/2017)



BUSINESS DEBTOR

AL-CHERAGH INTERNATIONAL CORPORATION
06DEC 2017

DECLARATION OF INTEREST / STATEMENT OF CLAIM FOR LITIGATION

00
FILE NUMBER
702189936

ENCLINION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
001	7			20141208 1700 1901 0290	P	PPSA 05

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03	NAME	BUSINESS NAME	AI CHERAGH INTERNATIONAL CORPORATION		
04	ADDRESS	8104 8TH LINE		ON	LOM 1T0
				ESSA	

05	DIRECTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME	AI CHERAGH INTERNATIONAL CORPORATION		
07		ADDRESS	1525 HWY 11 NORTH SHANTY BAY		
			ONTARIO CORPORATION NO: ON EOL 2L0		

08	SECRETED PARTY / [REDACTED] LITER CHARITANT [REDACTED]	SNAP COMMERCIAL FINANCE CORP.
09	[REDACTED] [REDACTED] ADDRESS	VANCOUVER BC V6B 2N7

COUNTERPART CLASSIFICATION								
	CONSUMER	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE INCLUDED	DATE OR MATURITY	OR MATURITY DATE	NO FIXED
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13 GENERAL
14 COLLINEAR
15 DISPERSED

1) YORK 4 TON ROOFTOP SYSTEM MODEL#ZF060N10N2AAA2A S/N N1L4231022 ALL HVAC EQUIPMENT INCLUDING BUT NOT LIMITED TO (1) YORK 4 TON ROOFTOP SYSTEM MODEL#ZF060N10N2AAA2A S/N N1L4231022 TOGETHER WITH ALL

16	REGISTERING	AVS SYSTEMS INC.	
17	AGENT	201 - 1325 POLSON DR.	BC VLT 8H2

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

CONTINUED...

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(11004)

RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102932.81

BUSINESS DEBTOR

AL-CHERAGH INTERNATIONAL CORPORATION
06DEC 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
702189936

01
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION PERIOD
REGISTRATION NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 7 20141208 1700 1901 0290

02
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04
DEBTOR NAME
BUSINESS NAME
AL CHERAGH INTERNATIONAL CORPORATION
8104 8TH LINE
ESSA
ON LOM 1T0

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DEBTOR NAME
BUSINESS NAME
AL CHERAGH INTERNATIONAL CORPORATION
1525 HWY 11 NORTH
SHANTY BAY
ON LOM 2L0

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SECURED PARTY /
TITEN CLAIMANT
ADDRESS

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COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
NO FIXED

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MOTOR
VEHICLE
YEAR MAKE MODEL VIN

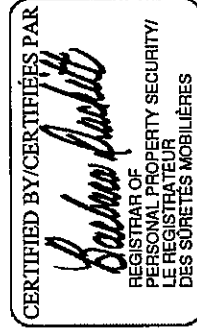
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GENERAL
COLLATERAL
DESCRIPTION
ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS
ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM
DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE

16
17
REGISTERING
AGENT
ADDRESS

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

5

CONTINUED...



(c) 11/2017



RUN NUMBER : 341
 RUN DATE : 2017/12/07
 ID : 20171207102932.81

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(11005)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	AL-CHERAGH INTE
FILE CURRENCY	06DEC 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
702189936

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
003	7			20141208 1700 1901 0290		

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03	NAME	BUSINESS NAME	AL - CHERAGH INTERNATIONAL CORPORATION		
04	ADDRESS	8104 8TH LINE		ESSA	
		ONTARIO CORPORATION NO			
		ON LCM 170			

05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME	AL-CHERAGH INTERNATIONAL CORPORATION		
07		ADDRESS	1525 HWY 11 NORTH SHANTY BAY		
			ONTARIO CORPORATION NO. 210		

[illegible]

YEAR	NUMBER	MODERATE	EXTREME
1971	100	100	100
1972	100	100	100
1973	100	100	100
1974	100	100	100
1975	100	100	100
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2062	100	100	100</

11	PERSON	
12	VEHICLE	
13	GENERAL	COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT
14	COLLATERAL	INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR
15	DESCRIPTION	PROCEEDS OF THE COLLATERAL.

16 REGISTERING
AGENT
17 ADDRESS
FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY
CONTINUED

LC

CERTIFIED BY/CERTIFIÉES PAR
Barbara Parlett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES



Ontario

RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102932.81

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(11006)

BUSINESS DEBTOR

AL-CHERAGH INTERNATIONAL CORPORATION
06DEC 2017

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
702189936

01
CARTON PAGE JOHN MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES 004 7
SCHEDULE 20141208 1700 1901 0290

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DEBTOR NAME AL-CHERAGH INTERNATIONAL CORP
FIRST GIVEN NAME INITIAL SURNAM
8104 8TH LINE ESSA
ON LOM 170

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DEBTOR NAME AL-CHERAGH INTERNATIONAL CORP
FIRST GIVEN NAME INITIAL SURNAM
1525 HWY 11 NORTH SHANTY BAY
ON LOM 210

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SECURED PARTY / LIEN CLAIMANT ADDRESS
COUNTERPART CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE

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MOTOR VEHICLE YEAR MAKE MODEL V-T-N

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GENERAL COUNTERPART DESCRIPTION

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REGISTERING AGENT ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED ...

CERTIFIED BY/CERTIFIÉES PAR
Registrar of Personal Property Security /
Le Registraire des Sûretés Mobilières
082



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102932.81

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(11007)

BUSINESS DEBTOR

AL-CHERAGH INTERNATIONAL CORPORATION
06DEC 2017

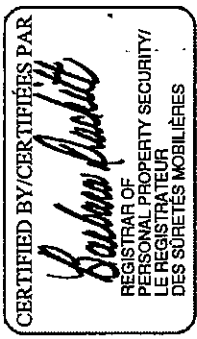
TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
702189936

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CRITICON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
005 7 20141208 1700 1901 0290

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DEBTOR
NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
AI CHERAGH INTERNATIONAL CORP
8104 8TH LINE
ESSA
ONTARIO CORPORATION NO.
ON LOM 1T0
DEBTOR
NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
AI CHERAGH INTERNATIONAL CORP
1525 HWY 11 NORTH
SHANTY BAY
ONTARIO CORPORATION NO.
ON LOM 2L0

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09
SECURED PARTY /
LITIGANT
ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

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YEAR MAKE
MODEL
V.T.N.
GENERAL
COLLATERAL
DESCRIPTION
REGISTERING
AGENT
ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED...



TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

BUSINESS DEBTOR
AL-CHERAGH INTERNATIONAL CORPORATION
06DEC 2017

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
702189936

CAUTION PAGE TOTAL
SAILING NO. OF PAGES
006 / 2

VEHICLE REGISTRATION
SCHEDULE NUMBER UNDER PERIOD
20141208 1700 1901 0290

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DATE OF BIRTH
FIRST GIVEN NAME
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DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
BUSINESS NAME
ADDRESS

02

AL-CHERAGH INTERNATIONAL CORP
8104 8TH LINE
AL-CHERAGH INTERNATIONAL CORP
1525 HWY 11 NORTH

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ESSA
SHANTY BAY

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ONTARIO CORPORATION NO.
ON LOM 1T0

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ONTARIO CORPORATION NO.
ON LOM 210

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RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102932.81

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(11009)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AL-CHERAGH INTERNATIONAL CORPORATION
FILE NUMBER : 06DEC 2017

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 702189936

01 CAUTION PAGE TOTAL : 702189936
FILING NO. OF PAGE : 7
SCHEDULE : 20141208 1700 1901 0250
REGISTERED REGISTRATION PERIOD

02 DEBTOR : DATE OF BIRTH : 31JAN1967
03 NAME : BUSINESS NAME :
FIRST GIVEN NAME : ABDUL
SURNAME : KAREEM
INITIAL : A

04 ADDRESS : 8104 8TH LINE
BSSA
ON LOM 1TO

05 DEBTOR : DATE OF BIRTH : 31JAN1967
06 NAME : BUSINESS NAME :
FIRST GIVEN NAME : ABDUL
SURNAME : KAREEM
INITIAL : A

07 ADDRESS : 1525 HWY 11 NORTH
SHANTY BAY
ON LOM 2LO

08 SECURED PARTY /
09 DEB CLAIMANT : ADDRESS :
ADDRESS :

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

11 YEAR MAKE :
12 MOTOR :
VEHICLE :

13 GENERAL :
14 COLLATERAL :
15 DESCRIPTION :

16 REGISTERING :
17 AGENT :
ADDRESS :

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

CERTIFIED BY/CERTIFIÉES PAR
Sachin Parolia
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c) 11/1/2017



TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

BUSINESS DEBTOR
AL-CHERAGH INTERNATIONAL CORPORATION
06DEC 2017

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
669618981

00

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
Selling NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20110505 1416 1793 9104 P PPSA 5

01

DATE OF BIRTH FIRST GIVEN NAME SURNAME
001 1 20110505 1416 1793 9104 P PPSA 5

02

DEBTOR NAME BUSINESS NAME ADDRESS
AL-CHERAGH INTERNATIONAL CORPORATION SHANTY BAY

03

DEBTOR NAME BUSINESS NAME ADDRESS
AL-CHERAGH INTERNATIONAL CORPORATION SHANTY BAY

04

DEBTOR NAME BUSINESS NAME ADDRESS
AL-CHERAGH INTERNATIONAL CORPORATION SHANTY BAY

05

DEBTOR NAME BUSINESS NAME ADDRESS
AL-CHERAGH INTERNATIONAL CORPORATION SHANTY BAY

06

DEBTOR NAME BUSINESS NAME ADDRESS
AL-CHERAGH INTERNATIONAL CORPORATION SHANTY BAY

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DEBTOR NAME BUSINESS NAME ADDRESS
AL-CHERAGH INTERNATIONAL CORPORATION SHANTY BAY

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DEBTOR NAME BUSINESS NAME ADDRESS
AL-CHERAGH INTERNATIONAL CORPORATION SHANTY BAY

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DEBTOR NAME BUSINESS NAME ADDRESS
AL-CHERAGH INTERNATIONAL CORPORATION SHANTY BAY

RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 2017207102932.81

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(11011)

BUSINESS DEBTOR
AL-CHERAGH INTERNATIONAL CORPORATION
06DEC 2017

FORM 4C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO OF PAGES SCHEDULE NUMBER UNDER
001 669618981 20160324 1146 9011 2046

RECORD FILE NUMBER 669618981

REPERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED

CHANGE REQUIRED 8 RENEWAL

RENEWAL YEARS 05

RENEWAL PERIOD

INITIAL SURNAME

FIRST GIVEN NAME AL-CHERAGH INTERNATIONAL CORPORATION

BUSINESS NAME

DEBTOR/

TRANSFEROR

OTHER CHANGE

PERSON/

DESCRIPTION

DATE OF BIRTH

DEBTOR/

TRANSFEREE

BUSINESS NAME

ADDRESS

ASSIGNOR

SECURED PARTY/LEEN CLAIMANT/ASSIGNEE

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER

AMOUNT MATURITY OR MATURITY DATE

MODEL

YEAR MAKE

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGULATING AGENT OR

SECURED PARTY/

LEEN CLAIMANT

ADDRESS

ON M5X 1A1

TORONTO

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

CONTINUED...

12

CERTIFIED BY/CERTIFIÉES PAR
Sachin Parth
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c)21 11/2017



Ontario

087

RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 2017207102932.81

BUSINESS DEBTOR

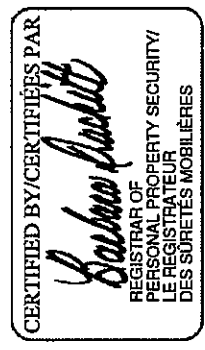
AL-CHERAGH INTERNATIONAL CORPORATION
06DEC 2017

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL MOTOR VEHICLE	REGISTRATION	REGISTERED
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FILE NUMBER	619487064			
PAGE-AMENDED	NO-SPECIFIC PAGE-AMENDED	CHANGE-REQUIRED	RENEWAL	CORRECT
	X	B RENEWAL	5	PERIOD
FIRST-GIVEN NAME	INITIAL	SURNAME		
AL-CHERAGH INTERNATIONAL CORPORATION				
BUSINESS-NAME				
DEBTOR/				
TRANSFEROR				
OTHER CHANGE				
REASON/				
DESCRIPTION				
DATE OF BIRTH				
DEBTOR/				
TRANSFEREE				
BUSINESS NAME				
ADDRESS				
ASSIGNOR				
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
ADDRESS				
COLLATERAL CLASSIFICATION				
CONSUMER				
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
YEAR	MAKE	MODEL		
MOTOR				
VEHICLE				
GENERAL				
COLLATERAL				
DESCRIPTION				
ASSIGNING AGENT OR				
SECURED PARTY/				
LIEN CLAIMANT				
CANADIAN SECURITIES REGISTRATION SYSTEMS				
4126 NORLAND AVENUE				
BURNABY				
BC				
V5G 3S8				
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***				
CONTINUED...				

ONTARIO CORPORATION NO.



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102932.81

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(11014)

BUSINESS DEBTOR

AL-CHERAGH INTERNATIONAL CORPORATION
06DEC 2017

TYPE OF SEARCH

SEARCH CONDUCTED ON
FILE CURRENCY

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20150817 1946 1531 84B4

FILE NUMBER 619487064

PAGE AMENDED

NO SPECIFIC PAGE AMENDED

CHANGE REQUIRED

RENEWAL

CORRECT PERIOD

REFERENCE

X

B RENEWAL

5

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR/

TRANSFEROR

BUSINESS NAME

AL-CHERAGH INTERNATIONAL CORPORATION

OTHER CHANGE

REASON/

DESCRIPTION

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR/

TRANSFEREE

BUSINESS NAME

ADDRESS

04/07

ONTARIO CORPORATION NO.

ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE

DATE OF

NO FIXED

MATURITY OR MATURITY DATE

MODEL

V.I.N.

YEAR MAKE

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING AGENT OR

SECURED PARTY/

LIEN CLAIMANT

ADDRESS

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ADDRESS

CANADIAN SECURITIES REGISTRATION SYSTEMS
4126 NORLAND AVENUE

BURNABY

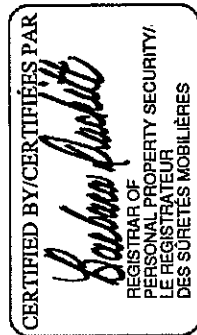
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V5G 3S8

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

CONTINUED...

15



090



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102932.81

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

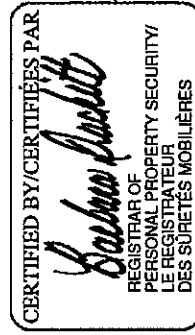
REPORT : PSSR060
PAGE : 15
(11015)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AL-CHERAGH INTERNATIONAL CORPORATION
FILE CURRENCY : 06DEC 2017

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
718990938	20160727 0915 1590 3556		
702189936	20141208 1700 1901 0290		
669618981	20110505 1416 1793 9104	20160324 1146 9011 2046	
619487064	20051005 1938 1531 1454	20100810 1452 1530 8052	20150817 1946 1531 8484

7 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



91
Ontario

This is **Exhibit "K"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9
www.chaitons.com



REPLY TO: GARY N. FELDMAN
FILE NO.: 57590
DIRECT: 416-218-1130
FAX: 416-218-1830
EMAIL: gary@chaitons.com

May 26, 2015

VIA REGULAR MAIL

The Toronto-Dominion Bank
33 Collier Street East, 2nd floor
Barrie, ON L4M 1G5

Attention: Manager

Re: Bank of Montreal (the "Bank") loans to 6413340 Canada Inc. and Al-Cheragh International Corporation (the "Borrowers")

Dear Sirs,

We act as solicitors for the Bank in this matter, a secured creditor of the Borrowers.

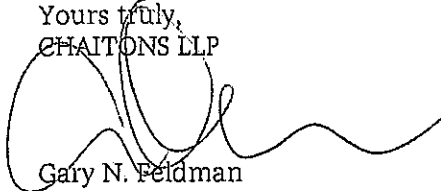
It is my understanding that The Toronto-Dominion Bank previously afforded credit facilities to these companies but was repaid in full in 2011.

I take this opportunity to attach the relevant pages from the *Personal Property Security Act* ("PPSA") Certificates indicating that your registrations are still in effect. Assuming this was just an oversight, I would ask that you proceed immediately to have the registrations discharged and confirm when this is done.

If, in fact, The Toronto-Dominion Bank is still lending to either or both of these companies, pursuant to Section 18 of the PPSA I request that you forward to me at this time copies of your security agreements and statements of indebtedness including payment terms.

I look forward to hearing from you.

Yours truly,
CHAITONS LLP


Gary N. Feldman
PARTNER

GNE/sd
Encl.

cc: Mike Siek, Bank of Montreal

This is **Exhibit "L"** referred to in the

affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

095

LRO # 51 Charge/Mortgage

Received as SC899724 on 2011 05 05 at 14:11

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

Properties

PIN 58552 - 0076 LT Interest/Estate Fee Simple
 Description PT LT A CON 2 EPR ORO PTS 1 & 2, 51R6107; ORO-MEDONTE
 Address 1525 HIGHWAY 11, NORTH
 SHANTY BAY

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 AL-CHERAGH INTERNATIONAL CORPORATION
 Address for Service 8104 8th Line, Essa, Ontario

I, Abdul Alla Kareem, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)

Capacity

Share

Name BANK OF MONTREAL
 Address for Service First Canadian Place
 B1 Level
 Transit 8199
 100 King Street West
 Toronto, ON M5X 1A1

Statements

Schedule: See Schedules

Provisions

Principal \$ 1,725,000.00 Currency CDN
 Calculation Period Monthly, not in advance
 Balance Due Date ON DEMAND
 Interest Rate Mortgage's Prime Rate plus 5% per annum
 Payments
 Interest Adjustment Date
 Payment Date ON DEMAND
 First Payment Date
 Last Payment Date
 Standard Charge Terms 200821
 Insurance Amount full insurable value
 Guarantor Abdul Kareem, Namoos Kareem,
 6413340 Canada Inc., 7149816 Canada
 Inc.

Signed By

Lindsay Danae Creighton

99 Bayfield Street, Box 732
 Barrie
 L4M 4Y5

acting for
 Chargor(s)

Signed

2011 05 05

Tel 705-726-2772

Fax 705-734-1942

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

096

LRO # 51 Charge/Mortgage

Received as SC899724 on 2011 05 05 at 14:11

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

Submitted By

GERALD E. NORMAN

99 Bayfield Street, Box 732
Barrie
L4M 4Y5

2011 05 05

Tel 705-726-2772

Fax 7057341942

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Chargor Client File Number : 3398-11

MORTGAGE CLAUSES – SUPPLEMENT TO SOLICITOR INSTRUCTIONS

Receiver /Manager Clause:

In the event the real property produces rental income and such rental income is paid to the Chargor or paid to any other party pursuant to the direction of the Chargor, the Chargor hereby as further security, assigns and pledges all such rental income to the Chargee, such pledge to become operative upon any default being made by the Chargor under any term of the within Charge and to remain in full force and effect as long as such default continues. The Chargor further authorizes the Chargee after default to enter upon the mortgaged premises and to collect in the name of the Chargor or in its own name as assignee, the rents accrued but unpaid and in arrears as of the date of default, as well as all rents accruing and becoming payable thereafter, until such default is remedied. The Chargor agrees to execute written notice to each tenant directing the tenant to pay rent to the Chargee and the Chargor further agrees to pay 10% of the gross amount of all rentals due or accruing, to the Chargee as a collection fee for such period of time when the Chargee is collecting rents or is entitled to collect rents. The Chargor further authorizes the Chargee during default, at its option and at the expense and risk of the Chargor, to enter into the full management of the property with the right to manage the property in the same manner as an owner of the property, and the Chargor hereby releases all claims against the Chargee arising out of such management, except the liability of the Chargee to account for all funds received. It is not the intention of the parties that if the Chargee manages the property as aforesaid, the Chargee shall be a "mortgagee in possession", except if the Chargee so elects in writing. In addition to the collection fee for the collection of rentals as aforesaid, the Chargee shall also be entitled to all other out-of-pocket costs and compensation for its own time of any employees expended for the management of the property in the event the Chargee enters into the management of the property.

Acceleration Clause/Due of Sale Clause :

In the event the Mortgagor sells, conveys, transfers or enters into an agreement for sale or of transfer of the title of the mortgaged property or charge to a purchaser or transferee not approved in writing by the Bank, which approval will not be unreasonably withheld, the principal amount of the mortgage loan and all other indebtedness secured by the mortgage with accrued interest thereon and interest rate penalty shall, at the option of the Mortgagee, become due and payable.

Restriction of Subsequent Encumbrances/No Secondary Financing

The Chargor will not further encumber the property without the prior written consent of the Chargee.

BANK OF MONTREAL
ONTARIO
STANDARD CHARGE TERMS
ALL INDEBTEDNESS MORTGAGE
(COMMERCIAL/FARM)

Filing Number 200821

The following set of standard charge terms (together with any schedules attached hereto, the "Standard Charge Terms") shall be deemed to be included in each mortgage or charge in which it is referred to by its filing number as provided in section 9 of the *Land Registration Reform Act*, R.S.O. 1990, except to the extent that the provisions of the Standard Charge Terms are excluded or varied by such mortgage or charge.

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B. DEFINITIONS

In this set of Standard Charge Terms and in each Mortgage, the following terms shall have the following meanings:

1. **"Applicable Rate"** means:
 - (a) the applicable interest rate specified by the applicable note or agreement delivered by the Mortgagor to the Mortgagee or between the Mortgagor and the Mortgagee; or
 - (b) if the interest rate referred to in subsection (a) is not so specified, the applicable interest rate specified by the Mortgage.
2. **"Controlling Entity"** means any corporation or other entity which on the date of the Mortgage beneficially owned, directly or indirectly, shares, other securities or other equity interests issued by the Mortgagor or a Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor.
3. **"Default"** means a default referred to in section I.
4. **"Guarantor"** means a person who guaranteed payment of all or any Indebtedness.
5. **"Indebtedness"** means all present and future indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee whether direct or indirect, absolute or contingent, or revolving or non-revolving, whether incurred by the Mortgagor alone or together with any other debtor or debtors and whether incurred pursuant to the provisions of the Mortgage or otherwise including all principal, interest, guarantee liabilities, letter of credit indemnity liabilities, bankers acceptance indemnity liabilities, fees and expenses now or hereafter owing by the Mortgagor to the Mortgagee.
6. **"Insolvency Proceeding"** means a proceeding commenced under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act* or any other similar statute.
7. **"Lease"** means a lease, offer to lease or other similar agreement of or with respect to the Mortgaged Land in favour of, or held by the Mortgagor as tenant and referred to in the Mortgage, as such lease, offer to lease or other similar agreement is amended or replaced from time to time.
8. **"Mortgage"** means the applicable registered mortgage or charge (as amended from time to time) in which this set of Standard Charge Terms is incorporated by reference to its filing number (including all Schedules thereto), includes any such mortgage or charge registered electronically or otherwise and includes such mortgage or charge whether or not any provision of the Standard Charge Terms is excluded or varied.
9. **"Mortgaged Land"** means the real property described in the Mortgage, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
10. **"Mortgagee"** means the mortgagee or chargee referred to in the Mortgage and its successors and assigns.

11. **"Mortgagee's Prime Rate"** means the fluctuating annual rate of interest determined by Bank of Montreal from time to time as the reference rate it will use to determine rates of interest payable by borrowers from Bank of Montreal of Canadian dollar loans made in Canada and designated by Bank of Montreal as its prime rate.
12. **"Mortgagor"** means the person or persons identified as the mortgagor or chargor in the Mortgage and his, her, its or their respective heirs, executors, administrators, personal representatives, successors and assigns.
13. **"Other Encumbrances"** means all statutory liens, construction liens, mechanics' liens, builders' liens, other liens, executions, mortgages, charges, and other encumbrances which charge or otherwise affect or could affect the Mortgaged Land but excludes the Mortgage.
14. **"Permitted Prior Mortgage"** means a mortgage or charge of the Mortgaged Land which ranks in priority to the Mortgage and which the Mortgagee has approved in writing.
15. **"Receiver"** means a receiver, receiver and manager or other similar person.
16. **"Schedule"** means a schedule to the Mortgage.
17. **"Taxes"** means all taxes, rates and assessments, municipal, provincial, federal or otherwise, with respect to the Mortgaged Land.

C. OPERATION OF THE MORTGAGE

1. *Charge of Mortgaged Land.* In consideration of other valuable consideration and a loan advance made or other credit extended by the Mortgagee to the Mortgagor (the receipt and sufficiency of which are acknowledged by the Mortgagor), the Mortgagor hereby mortgages and charges the Mortgaged Land to and in favour of the Mortgagee as security for payment to the Mortgagee of all Indebtedness and as security for the observance and performance by the Mortgagor of all other obligations of the Mortgagor pursuant to or in respect of the Mortgage or the Standard Charge Terms. Subject to the provisions of the Mortgage, the Mortgagor releases to the Mortgagee, all the Mortgagor's claims upon the Mortgaged Land.
2. *Repayment of Principal on Demand.* The Mortgagor shall pay all Indebtedness to the Mortgagee on demand by the Mortgagee for payment.
3. *Restriction on Voluntary Prepayments.* The Mortgagor shall not be entitled to prepay voluntarily any principal amount (including any principal amount owing with respect to a revolving line of credit or a demand loan) except to the extent agreed to by the Mortgagee in writing.
4. *Calculation and Payment of Interest.* The Mortgagor shall pay to the Mortgagee when due interest payable by the Mortgagor on each part of the Indebtedness (including interest on overdue interest) at the Applicable Rate which applies to such part of the Indebtedness. Interest shall accrue on each part of the Indebtedness from the date such part is incurred to the date such part is paid to the Mortgagee in full. Interest shall be calculated and payable monthly not in advance on the first day of each month unless otherwise agreed by the Mortgagor and the Mortgagee in writing. Whenever there is more than one Applicable Rate, the Applicable Rate referred to in Sections D, E, G, J and K shall, unless otherwise agreed by the Mortgagee in writing, be the higher or highest of such Applicable Rates.
5. *Continuing Security.* The Mortgage shall be continuing security in favour of the Mortgagee for the payment of all Indebtedness, notwithstanding at any time and from time to time there is:
 - (a) any change in the nature, state or form of any account between the Mortgagor and the Mortgagee;
 - (b) any new advance by the Mortgagee to the Mortgagor, whether by way of loan, discount, the drawing of a cheque against an account of the Mortgagor or otherwise;

- (c) any discount or acceptance by the Mortgagee from or for the Mortgagor of any note, bill of exchange or other negotiable instrument or commercial paper;
- (d) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise; or
- (e) any renewal, replacement, substitution or alteration of any note, bill of exchange or other negotiable instrument or other commercial paper from time to time held by the Mortgagee or any reduction, satisfaction, payment, release or discharge thereof or of any other security therefor.

Nothing herein shall prejudice any of the Mortgagee's rights pursuant to or in respect of any note, bill of exchange, other agreement or other security now or hereafter held by the Mortgagee.

6. *Divided Parts of Mortgaged Land.* Every part of the Mortgaged Land into which the Mortgaged Land may hereafter be divided by a plan of subdivision shall continue to be charged with payment of all Indebtedness but the Mortgagee may discharge any part or parts of the Mortgaged Land with or without sufficient consideration and without releasing the Mortgagor from the Mortgage and no person shall have any right to require the Indebtedness to be apportioned between or among such parts.

7. *Application of Amounts Paid.* Any and all amounts received by the Mortgagee with respect to Indebtedness before a Default shall, unless otherwise specified by the Mortgagee in writing, be applied firstly to reduce compound interest, secondly to reduce interest (other than compound interest), thirdly to reduce principal and fourthly to reduce any other Indebtedness. Any and all amounts received by the Mortgagee after a Default (including any and all amounts received from any security held by the Mortgagee) shall be applied by the Mortgagee in the manner determined by the Mortgagee in its sole discretion.

8. *Discharge of Mortgage.* If the Mortgagor shall duly pay to the Mortgagee all Indebtedness and the Mortgagee is not then obligated to extend any credit to the Mortgagor, the Mortgagor may request from the Mortgagee a discharge of the Mortgage and, upon delivery by the Mortgagee to the Mortgagor of a discharge of the Mortgage, the Mortgage shall terminate and cease to operate; provided that the Mortgage shall not terminate or cease to operate while any Indebtedness remains unpaid or while the Mortgagee is obligated to extend any credit to the Mortgagor only because, at any prior time or times, all Indebtedness had been paid in full. The Mortgagee shall not be obligated to deliver any partial discharge of the Mortgage.

9. *Consolidation of Mortgages.* To the extent permitted by law, the doctrine of consolidation shall apply with respect to *inter alia* the Mortgage.

D. COVENANTS, REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

1. *Payment of Principal and Interest.* The Mortgagor shall pay to the Mortgagee when due all Indebtedness without deduction or set-off of any kind. The Mortgagor expressly agrees not to fail to pay any Indebtedness when due and not to reduce the amount of any due payment of any Indebtedness as a result, or in respect of any existing or future claim by the Mortgagor against the Mortgagee or against any other person whether such claim relates to any or all Indebtedness, the Mortgage, any other agreement between the Mortgagor and the Mortgagee, any other transaction or any other agreement or matter whatsoever.

2. *Observance and Performance of Other Obligations.* The Mortgagor shall duly and punctually observe and perform all the Mortgagor's existing and future obligations pursuant to the Mortgage and all the Mortgagor's existing and future obligations pursuant to any and all other existing and future agreements delivered by the Mortgagor to the Mortgagee or between the Mortgagor and the Mortgagee.

3. *Payment of Taxes.* The Mortgagor shall promptly pay all Taxes as they become due and, within one month after the date fixed for the payment of the last installment of Taxes in each year, shall deliver to the Mortgagee a receipted tax bill showing payment in full of all such Taxes payable during such year. If the Mortgagor fails to pay any Taxes as they become due, the

Mortgagee may, at its option, pay the whole or any part of such Taxes. The amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

4. *Good Title and Free From Encumbrances.* The Mortgagor represents and warrants to the Mortgagee that the Mortgagor is the legal and beneficial owner of, and has good, absolute and indefeasible title and estate in fee simple to the Mortgaged Land (or the leasehold interest therein if section E applies), free of any Other Encumbrances except any Permitted Prior Mortgage and except any public utilities easements or similar easements or restrictive covenants that do not impair the value, marketability or use of the Mortgaged Land or were approved by the Mortgagee in writing, and free of any reservations, limitations, provisos or conditions whatsoever except those contained in the original grant thereof, if any, from the Crown; the Mortgagor has good right, full power and lawful and absolute authority to mortgage and charge the Mortgaged Land (or, if section E applies, its leasehold interest therein) to the Mortgagee in accordance with the provisions of the Mortgage; the Mortgagor has not done, omitted or permitted anything whereby the Mortgaged Land or the Mortgagor's estate, right, title or interest therein is or may be alienated, encumbered, liened, charged, mortgaged, impeached or affected except for the delivery of any Permitted Prior Mortgage. The Mortgagor shall keep the Mortgaged Land (or, if section E applies, the Mortgagor's leasehold interest therein) free and clear of and from all Other Encumbrances (other than any Permitted Prior Mortgage) including any arrears secured by any statutory liens or arrears of Taxes.

5. *Insurance.* The Mortgagor shall maintain, in form, substance and amount and with insurers satisfactory to the Mortgagee, all insurance required by the Mortgagee from time to time with respect to the Mortgaged Land (including boiler, property, public liability, rental, environmental and business interruption insurance and insurance covering all crops grown on the Mortgaged Land insuring such crops against damage by hail and against perils covered by all-risk crop insurance). The Mortgagor shall deliver to the Mortgagee, from time to time at the Mortgagee's request, certificates of insurance and certified copies of such insurance policies showing all loss payable to the Mortgagee as first mortgagee (subject to the interests of the holder of any Permitted Prior Mortgage) and loss payee and containing a mortgage clause satisfactory to the Mortgagee. As additional and separate security for payment of all Indebtedness, the Mortgagor hereby assigns to the Mortgagee all the Mortgagor's present and future interests in and to all such present and future insurance policies and all proceeds therefrom. The Mortgagor shall not repair any damage using proceeds of any insurance without the Mortgagee's prior written consent and the Mortgagee may, at its discretion, apply any and all insurance proceeds to reduce Indebtedness. If the Mortgagor fails to maintain insurance required by the Mortgagee, the Mortgagee may arrange insurance with respect to the Mortgaged Land, the Mortgagor shall pay to the Mortgagee, on demand by the Mortgagee, all amounts paid by the Mortgagee to effect such insurance and the Mortgagor shall pay interest thereon at the Applicable Rate; and all such amounts owing by the Mortgagor shall be part of the Indebtedness and secured by the Mortgage. The Mortgagor shall, forthwith on the occurrence of any loss or damage, furnish at the Mortgagor's own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies. Any insurance monies received may, at the option of the Mortgagee, to the extent permitted by law, be applied to rebuild or repair the premises on the Mortgaged Land or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the Mortgaged Land, or be applied to pay Indebtedness whether or not then due, despite any law, equity or statute to the contrary. The Mortgagor, to the extent permitted by law, hereby waives any statutory or other right it may have to require any insurance proceeds to be applied in any particular manner.

6. *Payment of Other Encumbrances.* The Mortgagor shall promptly pay when due all amounts now or hereafter owing pursuant to or with respect to any Other Encumbrances and shall deliver to the Mortgagee, at the Mortgagee's request, evidence showing payment in full of all such amounts. If the Mortgagor fails to pay any Other Encumbrances when due, the Mortgagee may, at its option, pay the whole or any part of any present or future Other Encumbrances. The amounts so paid shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage. In the event the Mortgagee pays any Other Encumbrance, it shall be entitled to all the equities, rights and securities of the person or persons so paid and to obtain an assignment of

such Other Encumbrance so paid and of any right to payment and is hereby authorized to retain any discharge thereof without registration for so long as it may think fit to do so.

7. *Payment of Expenses.* The Mortgagor shall, on demand by the Mortgagee, pay all costs, charges, expenses (including legal fees as between a solicitor and his or her own client), commissions and fees which may be incurred by the Mortgagee in negotiating any credit or credits secured by the Mortgage, investigating the title to the Mortgaged Land, preparing and registering the Mortgage and other documents, administering any credit or credits extended by the Mortgagee to the Mortgagor, inspecting the Mortgaged Land, collecting any Indebtedness, taking any proceeding in connection with or to collect any Indebtedness, taking and maintaining possession of the Mortgaged Land, maintaining and repairing the Mortgaged Land, and taking any other enforcement proceedings. The Mortgagor shall deliver to the Mortgagee, at the Mortgagee's request, evidence showing payment in full of all such amounts. If the Mortgagor fails to pay any such amounts as they become due, the Mortgagee may, at its option, pay any such amounts and the amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

8. *Compliance with Laws.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage, the Mortgagor has complied with, and the Mortgagor agrees that it shall comply with all laws, by-laws and regulations affecting the Mortgaged Land and all orders and decisions of any governmental authority, governmental agency or court having jurisdiction affecting the Mortgaged Land (including all such laws, by-laws, regulations, orders and decisions relating to the environment or to residential or other property, including those relating to the amount of rent charged by the Mortgagor with respect to any part of the Mortgaged Land). The Mortgagor shall, at the Mortgagor's expense, promptly and in good and workmanlike manner make all improvements, alterations, clean-ups and repairs and effect any change in use that may be required from time to time to so comply.

9. *Maintain in Good Repair and Avoid Waste.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage, all buildings, erections, equipment, machinery and improvements on the Mortgaged Land are in good condition and repair and that all noxious weeds have been eradicated from the Mortgaged Land. The Mortgagor shall maintain all buildings, erections, equipment, machinery and improvements on the Mortgaged Land in good condition and repair to the satisfaction of the Mortgagee, shall eradicate all noxious weeds from the Mortgaged Land and shall not permit waste to be committed or suffered on the Mortgaged Land or any part thereof. The Mortgagee or its agent shall be entitled, from time to time, to enter on the Mortgaged Land to inspect the Mortgaged Land and to undertake any tests (including intrusive environmental tests) required by the Mortgagee. If the Mortgagor neglects to keep the Mortgaged Land or any buildings, erections, equipment, machinery or improvements on the Mortgaged Land in good condition and repair, fails to eradicate noxious weeds from the Mortgaged Land or commits or permits any act of waste on the Mortgaged Land (as to which the Mortgagee shall be the sole judge), or fails to comply with section D.8., the Mortgagee or its agent may enter upon the Mortgaged Land and make such repairs and undertake such work and take such action as the Mortgagee deems necessary. All costs of such inspection, testing, repairs, work and action shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

10. *Environmental Representation and Indemnity.* The Mortgagor represents and warrants to the Mortgagee that there has not occurred, after the date the Mortgagor acquired an interest in the Mortgaged Land, any spill, leak, contamination or other material environmental problem affecting the Mortgaged Land or any part thereof (other than any such spill, leak, contamination or other environmental problem which has been remedied). The Mortgagor shall indemnify and save harmless the Mortgagee and any Receiver of the Mortgaged Land from any and all expenses and damages incurred or suffered by the Mortgagee or such Receiver as a result, or in respect of any spill, leak, contamination or other environmental problem affecting the Mortgaged Land or any part thereof. This indemnity shall survive the payment of all Indebtedness and the satisfaction, discharge or enforcement of the Mortgage or any other security.

11. *No Alterations or Change in Use.* The Mortgagor shall not, without the prior written consent of the Mortgagee, make, or permit to be made, any alterations or additions to the

Mortgaged Land or any building thereon or change the Mortgagor's use of the Mortgaged Land or any building thereon and the Mortgagor shall not allow the Mortgaged Land to be unoccupied or unused.

12. *No Unapproved Charge or Encumbrance by Mortgagor.* The Mortgagor shall not, without the Mortgagee's prior written consent, mortgage, charge, lien or encumber the Mortgaged Land or any part thereof or any interest therein or permit any Other Encumbrance to remain thereon except for any Permitted Prior Mortgage and a charge for current Taxes which are not then due.

13. *Change in Ownership or Spousal Status.* Upon any change or event affecting any of the following, namely:

- (a) the spousal status of the Mortgagor, if the Mortgagor is an individual;
- (b) the qualification of the Mortgaged Land as a matrimonial home; or
- (c) the ownership of the Mortgaged Land,

the Mortgagor shall forthwith advise the Mortgagee accordingly in writing and furnish the Mortgagee with full particulars thereof, the intention being that the Mortgagee shall be kept fully informed of the names and addresses of the owner or owners of the Mortgaged Land and of any spouse who is not an owner but who may have a legal right of possession of or interest in the Mortgaged Land. The Mortgagor shall furnish the Mortgagee with such evidence in connection with any of subsections (a), (b) and (c) of this provision as the Mortgagee may from time to time request.

14. *Expropriation.* If the Mortgaged Land or any part thereof is condemned or expropriated to an extent which, in the Mortgagee's sole discretion, materially affects the Mortgagee's security, all Indebtedness shall, at the option of the Mortgagee, be deemed to have become due and payable on the day before such condemnation or expropriation, and interest shall continue to accrue thereon, at the Applicable Rate, until the Mortgagee has been paid all Indebtedness. The Mortgagor shall pay to the Mortgagee from any condemnation or expropriation proceeds the full amount thereof, to be applied by the Mortgagee to reduce Indebtedness.

15. *Power of Attorney.* The Mortgagor hereby irrevocably appoints the Mortgagee or any Receiver appointed by the Mortgagee under or pursuant to the Mortgage or by any order of a Court of competent jurisdiction, as the Mortgagor's attorney for all purposes to take any and all action deemed appropriate by the Mortgagee or such Receiver after the occurrence of a Default.

16. *Further Assurances.* The Mortgagor shall (and shall cause each person having or claiming to have an estate, right, title or interest in or to the Mortgaged Land to) at any time and from time to time, at the Mortgagee's request, do, execute and deliver or cause to be made, executed and delivered to the Mortgagee such further and other reasonable acts, deeds, conveyances, charges and assurances as may be required by the Mortgagee to fully and effectually carry out the intention and meaning of the Mortgage and the provisions included in the Mortgage and the reasonable cost of such further assurances shall be part of the Indebtedness and secured by the Mortgage.

17. *Business Purposes Only.* The Mortgagor shall use only for business purposes any amounts loaned by the Mortgagee to the Mortgagor and secured by the Mortgage.

18. *No Registration of Condominiums or Strata Title Developments.* The Mortgagor shall not, without the Mortgagee's prior written consent, register any condominium or strata title development with respect to all or part of the Mortgaged Land or any declaration or description with respect thereto and the Mortgagee shall not have any obligation to provide such consent.

19. *Delivery of Information.* The Mortgagor shall deliver to the Mortgagee, promptly at the Mortgagee's request, all financial statements and other information as the Mortgagee may request from time to time with respect to the Mortgagor, a Guarantor or the Mortgaged Land.

20. *No Litigation or Other Proceedings.* The Mortgagor represents and warrants that, as at the date of the Mortgage, there is no application, litigation, proceeding or investigation outstanding or, to the Mortgagor's knowledge, pending or threatened, against the Mortgagor or any

Guarantor or with respect to the Mortgaged Land or any part thereof including any application, litigation, proceeding or investigation in respect of residential or other property by-laws or regulations. The Mortgagor shall notify the Mortgagee in writing of any such application, litigation, proceeding or investigation commenced after the date of the Mortgage, promptly after such commencement.

21. *Mortgagor a Canadian Resident.* The Mortgagor represents and warrants that, as at the date of the Mortgage, it is not a non-resident of Canada for purposes of the Income Tax Act and agrees that the Mortgagor shall not, without the Mortgagee's prior written consent, become a non-resident of Canada.

22. *Good Management of Mortgaged Land.* The Mortgagor shall at all times cause the Mortgaged Land to be managed in a commercially reasonable manner by the Mortgagor or by a property manager satisfactory to the Mortgagee, acting reasonably.

23. *Abutting Real Property.* The Mortgagor shall not, without the Mortgagee's prior written consent, acquire any real property which abuts the Mortgaged Land. If the Mortgagee gives such consent, the Mortgagor shall, at the Mortgagee's request, deliver to the Mortgagee a mortgage or charge of such abutting real property and of the Mortgaged Land in form and substance satisfactory to the Mortgagee.

24. *Deemed Covenants Excluded.* In accordance with subsection 7(3) of the *Land Registration Reform Act*, the covenants deemed to be included in a mortgage or charge by subsection 7(1) of such statute are expressly excluded from the Mortgage.

25. *Defeasance Provisions Excluded.* The provisions relating to defeasance in subsection 6(2) of the *Land Registration Reform Act* are expressly excluded from the Mortgage.

E. MORTGAGE OF LEASEHOLD INTEREST

If the Mortgagor is not the owner of the Mortgaged Land in fee simple but is the owner of a leasehold interest in the Mortgaged Land as tenant, or as an assignee or successor of a tenant, pursuant to a Lease, the following provisions shall apply:

1. *Representations and Warranties.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage:

- (a) the Lease is a good, valid and subsisting lease and has not been surrendered, forfeited or terminated or, except as specified in the Mortgage, amended, and the rents, covenants and provisions therein reserved and contained have been duly paid, performed and observed by the Mortgagor up to the date of the Mortgage; and
- (b) the Mortgagor has good right and full, lawful and absolute authority to charge, mortgage, demise and sublet the Mortgaged Land in accordance with the Mortgage and any consent thereto required of the applicable landlord has been obtained.

2. *Covenants Relating to Lease.* The Mortgagor agrees with the Mortgagee as follows:

- (a) The Mortgagor shall at all times fully perform and comply with all the obligations of the Mortgagor under or with respect to the Lease, or imposed on, assumed by or agreed to by the Mortgagor pursuant to any Other Encumbrances and, if the Mortgagor fails to do so, the Mortgagee may (but shall not be obliged to) take any action the Mortgagee deems necessary or desirable to prevent or to cure any default by the Mortgagor in the performance of or compliance with any such obligations. Upon receipt by the Mortgagee from the landlord, any prior mortgagee or encumbrancer, any claimant of any of the Other Encumbrances or any other person of any written notice of default, the Mortgagee may rely thereon and take any action to cure such default even though the existence of such default or the nature thereof may be questioned or denied by or on behalf of the Mortgagor and the Mortgagee shall have the absolute and immediate right to enter in and upon the Mortgaged Land or any part thereof to such extent and as often as

the Mortgagee, in its sole discretion deems necessary or desirable, in order to prevent or to cure any such default. The Mortgagee may pay and expend such amounts as the Mortgagee in its sole discretion deems necessary for any such purpose, and the amounts so paid shall be payable by the Mortgagor to the Mortgagee on demand by the Mortgagee with interest thereon at the Applicable Rate, and shall be a part of the Indebtedness and be secured by the Mortgage.

- (b) If the Mortgage is outstanding at the expiration of the term of the Lease and the Mortgagor refuses or neglects to exercise the Mortgagor's right, if any, to renew the Lease or refuses to pay any fees, costs, charges or expenses payable upon any such renewal, the Mortgagee may effect such renewal in the name of the Mortgagor or otherwise, and every such new or renewed Lease shall remain and be mortgaged and charged pursuant to the Mortgage in accordance with the Mortgage.
- (c) From and after the execution and delivery of the Mortgage, the Mortgagor shall stand possessed of the Mortgaged Land for the remainder of the Lease in trust for the Mortgagee, and shall assign and dispose thereof as the Mortgagee may direct, but subject to the Mortgagor's right of redemption under the Mortgage. The Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's attorney for and on behalf of the Mortgagor to assign the Lease and convey the leasehold interest in the Mortgaged Land and the reversion thereof as the Mortgagee shall at any time direct after the occurrence of a Default and, in particular, upon any sale made by the Mortgagee under any power of sale contained in the Mortgage or granted by statute to assign the Lease and convey the Mortgagor's leasehold interest in the Mortgaged Land and the reversion to a purchaser. The Mortgagee may at any time remove the Mortgagor or any other person from being a trustee of the Lease under the above declaration of trust and appoint a new trustee or trustees.
- (d) The Mortgagor shall not surrender, terminate, amend or modify the Lease or agree to do so without the prior written consent of the Mortgagee, which the Mortgagee may withhold in its absolute discretion. No release or forbearance of any of the Mortgagor's obligations under the Lease or under any Other Encumbrance shall release the Mortgagor from any of the Mortgagor's obligations under the Mortgage.
- (e) Unless the Mortgagee expressly consents in writing, the title in fee simple to the Mortgaged Land and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates by purchase or otherwise.

3. *Last Day of Term Excepted.* Despite any other provision of the Mortgage, the last day of the term of the Lease or any renewal thereof or any agreement therefor now held or hereafter acquired by the Mortgagor shall be excepted out of the mortgage, charge and demise contained in the Mortgage.

4. *Charge by way of Sublease.* Despite section C.1. and any other provision of the Mortgage, the Mortgagor mortgages and charges, by way of sublease, the Mortgagor's leasehold interest in the Mortgaged Land pursuant to the Lease (including any right of renewal and any right to purchase the Mortgaged Land or any part thereof as set out in the Lease), the mortgages and charges contained in the Mortgage shall be by way of sublease and the Mortgagee shall not have any obligation or liability to the landlord or any other person pursuant to or in respect of the Lease.

5. *Leasehold Interests.* Wherever any reference is made in the Mortgage to any right of the Mortgagee to sell, transfer, assign, lease, sublease, alienate or otherwise deal with the Mortgaged Land, such reference shall be deemed to relate to the existing and future rights and interests of the Mortgagor in the Mortgaged Land pursuant to the Lease.

F. ASSIGNMENT OF LEASES AND RENTS

If the Mortgagor or any predecessor of the Mortgagor grants or has granted any lease, offer to lease, tenancy agreement or other similar agreement of all or any part of the Mortgaged Land as landlord, the following provisions shall apply:

1. *Assignment.* As additional and separate security for payment of all Indebtedness, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee, all the Mortgagor's rights and interests in all existing and future leases, tenancy agreements, offers to lease and other similar agreements with respect to all or part of the Mortgaged Land, and all rents, incomes, profits and other amounts now or hereafter arising from or out of all or part of the Mortgaged Land or any building, improvement, fixture or part thereof forming part of the Mortgaged Land.

2. *Separate Assignments.* The assignment of each of the foregoing and of each of the rents, incomes, profits and other amounts by the Mortgagor to the Mortgagee pursuant to section F.1. shall be deemed to be a separate assignment so that the Mortgagee in its discretion may exercise its rights in respect of any or all of such leases, offers to lease, tenancy agreements or other similar agreements or the rents, incomes, profits or other amounts paid or payable thereunder.

3. *Collection by Mortgagor before Default.* Until there occurs a Default, the Mortgagor may collect, retain and apply all rents, incomes, profits and other amounts and deal with all leases, offers to lease, tenancy agreements and other similar agreements from time to time in accordance with sound business practice.

4. *No Liability of Mortgagee and Indemnity by Mortgagor.* Nothing herein shall obligate the Mortgagee to assume or perform (and nothing herein shall impose on the Mortgagee) any liability or obligation of the Mortgagor to any tenant or other person pursuant to or in respect of any lease, offer to lease, tenancy agreement, other similar agreement or otherwise and the Mortgagor hereby indemnifies and saves harmless the Mortgagee from any and all claims with respect thereto, provided that the Mortgagee may, at its sole option, assume or perform any such obligations as it considers necessary or desirable.

5. *Re-assignment.* The Mortgagee may, at any time without further request or agreement by the Mortgagor, reassign to the Mortgagor, or the Mortgagor's heirs, administrators, successors or assigns, any or all of the collateral referred to in section F.1.

6. *Application by Mortgagee.* The Mortgagee's obligations with respect to any amount collected by the Mortgagee shall be discharged by the application of such amount to reduce Indebtedness.

7. *Not Mortgagee in Possession.* Nothing contained herein shall have the effect of making the Mortgagee a mortgagee in possession of the Mortgaged Land.

G. CONDOMINIUM OR STRATA TITLE DEVELOPMENT PROVISIONS

If the Mortgaged Land is or includes one or more condominium units or strata title units, the following provisions shall apply:

1. *Compliance with Requirements.* The Mortgagor shall observe and perform each of the covenants and provisions required to be observed and performed pursuant to the Mortgage, all applicable statutes governing or affecting condominiums or strata title developments, and the declaration, description, by-laws and rules, as amended from time to time, of the applicable condominium corporation or strata corporation.

2. *Common Expense Payments.* The Mortgagor shall pay promptly when due any and all unpaid condominium or strata development fees, common expenses, common element expenses, assessments, levies, instalments, payments or any other amounts due to the applicable

condominium corporation or strata corporation or any agent thereof by the Mortgagor and, at the Mortgagee's request, deliver to the Mortgagee evidence of the payment thereof.

3. *Right of Mortgagee to Pay.* If the Mortgagor does not pay when due any condominium or strata development fees, common expenses or other amounts referred to in section G.2., the Mortgagee may (but shall not be obliged to) pay such amounts, the Mortgagor shall forthwith pay such amounts to the Mortgagee with interest thereon at the Applicable Rate, and all such amounts owing by the Mortgagor to the Mortgagee shall be a part of the Indebtedness and secured by the Mortgage.

4. *Voting by Mortgagee.* The Mortgagor hereby irrevocably authorizes the Mortgagee to exercise the rights of the Mortgagor as an owner of the Mortgaged Land to vote or to consent in all matters relating to the affairs of the condominium corporation or strata corporation or arising under applicable law or the declaration or by-laws of the condominium or strata corporation, provided that:

- (a) in any case where the Mortgagee is entitled to receive and does receive notice of a meeting of owners, the Mortgagee may notify the condominium or strata corporation and the Mortgagor of its intention to exercise the right of the owner to vote or to consent at such meeting at least two days before the date specified in the notice for the meeting, failing which the Mortgagor may exercise such right to vote or consent at such meeting;
- (b) the Mortgagee shall not, by virtue of the giving to the Mortgagee of the right to vote or consent, be under any obligation to vote or consent or to protect the interests of the Mortgagor, and the Mortgagee shall not be responsible for any exercise or failure to exercise the right to vote or consent; and
- (c) nothing herein contained, including the exercise by the Mortgagee of the right to vote or consent, shall constitute the Mortgagee a mortgagee in possession.

H. MORTGAGE AS SECURITY FOR A GUARANTEE

If the Mortgagor has delivered to the Mortgagee or now or hereafter delivers to the Mortgagee a guarantee or guarantees of payment to the Mortgagee of indebtedness or liability of another or others, the Indebtedness shall include all indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee pursuant to such guarantee or guarantees, whether direct or indirect, absolute or contingent, and the Mortgage shall secure payment of all such indebtedness and liability of the Mortgagor pursuant to such guarantee or guarantees in addition to all other Indebtedness. If any such guarantee is increased or otherwise amended, the Mortgage shall also secure payment of all indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee pursuant to such guarantee as increased or otherwise amended.

I. DEFAULT

The Mortgagor shall be in default of the Mortgage and a Default shall occur pursuant to the Mortgage if:

- 1. the Mortgagor fails to pay any Indebtedness when due;
- 2. the Mortgagor or a Guarantor fails to comply with any obligation of the Mortgagor or the Guarantor pursuant to or in respect of the Mortgage or any existing or future note, instrument or agreement delivered by the Mortgagor and the Guarantors (or any of them) to the Mortgagee or between the Mortgagor and the Guarantors (or any of them) and the Mortgagee;
- 3. the Mortgagor fails to comply with any obligation of the Mortgagor pursuant to or in respect of any Permitted Prior Mortgage or any Other Encumbrance;
- 4. any representation or warranty made by the Mortgagor or a Guarantor in the Mortgage, any agreement between the Mortgagor and the Guarantors (or any of them) and the

Mortgagee, or any loan or credit application made in connection with any Indebtedness was untrue when made;

5. a Receiver is appointed of any asset of the Mortgagor or of a Guarantor;
6. any construction lien, mechanics' lien or builders' lien is registered against all or any part of the Mortgaged Land and is not discharged within seven days after a request by the Mortgagee that such lien be discharged;
7. all or any part of the Mortgaged Land is condemned or expropriated;
8. the Mortgagor or a Guarantor becomes bankrupt or insolvent;
9. a petition in bankruptcy is filed against the Mortgagor or a Guarantor;
10. the Mortgagor or a Guarantor makes a proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy;
11. the Mortgagor or a Guarantor makes an application as a debtor in any Insolvency Proceeding or any other person makes an application against the Mortgagor or a Guarantor in any Insolvency Proceeding;
12. the Mortgagor sells, transfers or disposes of in any other manner the Mortgaged Land, any part thereof or any interest therein (unless the Mortgagee has approved in writing such sale, transfer or other disposition);
13. an execution, judgment or order of execution is filed or made against the Mortgaged Land or any part thereof and remains unsatisfied for a period of ten days;
14. the Mortgagor fails to pay when due any amount owing by the Mortgagor to the applicable condominium corporation or strata corporation or any agent thereof referred to in section G.2.; or
15. the Mortgagor or a Guarantor is not an individual and a change in control of the Mortgagor or such Guarantor occurs without the prior written consent of the Mortgagee; for the purposes hereof, a change in control of the Mortgagor or a Guarantor shall be deemed to occur if there occurs one or more sales, transfers or other dispositions of the beneficial ownership existing on the date of the Mortgage in the aggregate of:
 - (a) shares, other securities or other equity interests issued by the Mortgagor or such Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor; or
 - (b) shares, other securities or equity interests issued by any Controlling Entity which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by such Controlling Entity.

J. REMEDIES OF MORTGAGEE

1. *Acceleration and Termination of Obligation to Extend Credit.* Without prejudice to any right of the Mortgagee to demand at any time payment by the Mortgagor of any and all Indebtedness, upon the occurrence of a Default all Indebtedness (or any part thereof determined by the Mortgagee) shall, at the Mortgagee's option, forthwith become due and payable, the Mortgage shall become enforceable and the Mortgagee shall not be obligated to extend any further credit to the Mortgagor.

2. *Right of Entry.* Upon the occurrence of a Default, the Mortgagee may, at any time or times without the concurrence of any person, enter upon, take and maintain possession of the Mortgaged Land, inspect, complete the construction of, repair or maintain any buildings or other improvements thereon, lease, collect the rents, profits and other amounts derived from the Mortgaged Land and manage the Mortgaged Land as the Mortgagee may deem fit without hindrance or interruption by the Mortgagor or any other person, and all reasonable costs, charges

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and expenses, including legal fees on a solicitor and his or her own client basis, and disbursements, commissions and allowances for the time and services of any employees of the Mortgagee or any agent of the Mortgagee or other persons appointed for any such purpose shall be forthwith payable by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage. Upon the occurrence of a Default, the Mortgagee may also enforce its security against all crops growing on the Mortgaged Land, the Mortgagee may, at any time or times without the concurrence of any person, enter upon the Mortgaged Land for the purpose of cutting, harvesting and removing such crops and for otherwise farming and working the Mortgaged Land, the Mortgagee may bring on the Mortgaged Land all machines, equipment and instruments necessary for such purposes, and the Mortgagee may use all yards, barns, granaries, grain bins or all other improvements and equipment located on the Mortgaged Land to carry out any of such activities.

3. *Sale.* Upon the occurrence of a Default which continues for at least fifteen days, the Mortgagee may, on at least thirty-five days' notice, sell the Mortgaged Land or any part or parts thereof, in accordance with the following provisions:

- (a) notice shall be given to such persons and in such manner and form and within such time as provided by law; provided that, in the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, notice may be effectually given by leaving it with a person on the Mortgaged Land, if occupied, or by placing the same on some portion thereof, if unoccupied or, at the option of the Mortgagee, by mailing it by registered mail in a notice or letter addressed to the Mortgagor at the Mortgagor's last known address, or by publishing it once in a newspaper published in the area or region in which the Mortgaged Land is situated;
- (b) such notice shall be sufficient although not addressed to any person or persons by name or designation, and notwithstanding that any person to be affected thereby may be unknown, unascertained or under any disability;
- (c) sale of the Mortgaged Land may be by public auction or private sale or partly by one and partly by the other, for such price or prices as can reasonably be obtained therefor and on such terms as to credit or otherwise and with such conditions of sale and stipulations as to title or evidence of title or otherwise as the Mortgagee in its sole discretion shall deem appropriate;
- (d) in the event of any sale on credit or for part cash and part credit, the Mortgagee shall not be accountable for or charged with any moneys until actually received;
- (e) the Mortgagee may rescind or vary any contract of sale and may buy in and re-sell the Mortgaged Land or any part thereof without being answerable for any loss occasioned thereby;
- (f) the Mortgagee may sell all or any part of the buildings, fixtures, machinery, equipment, crops and standing or fallen trees separately from the Mortgaged Land and the purchaser shall have all necessary access to the Mortgaged Land for the purposes of severing, cutting and removal; and
- (g) subject to compliance with law, sales may be made from time to time of any part or parts of the Mortgaged Land to satisfy any part or parts of the Indebtedness then owing to the Mortgagee leaving the remaining outstanding Indebtedness secured by the Mortgage as a charge of the remainder of the Mortgaged Land.

4. *Sale or Lease.* The following shall apply with respect to any sale or lease by the Mortgagee, its agent or any Receiver of all or part of the Mortgaged Land after the occurrence of a Default:

- (a) no purchaser or lessee shall be bound to enquire into the legality, regularity or propriety of any sale or lease or be affected by notice of any irregularity or impropriety and no lack of default or lack of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale or lease;

- (b) the Mortgagee may sell or lease all or part of the Mortgaged Land without entering into actual possession of the Mortgaged Land and, when it desires to take possession, it may break locks and bolts and while in possession shall only be accountable for moneys actually received by it;
- (c) the Mortgagor hereby appoints the Mortgagee as the Mortgagor's true and lawful attorney and agent to make application under any statute for consent to sever, sell or lease part or parts of the Mortgaged Land and to do all things and execute all documents to effectually complete any such severance, sale or lease;
- (d) the Mortgagee may lease or take sale proceedings notwithstanding that other mortgage proceedings have been taken or are then pending;
- (e) the Mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale of the Mortgaged Land unless such loss is caused by the Mortgagee's willful misconduct; and
- (f) no sale, leasing or other dealing by the Mortgagee with the Mortgaged Land or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of any Indebtedness.

5. *Attornment.* To the extent the Mortgaged Land or any part thereof is not a residential premises so as to be subject to the provisions of the applicable statute governing residential tenancies, the Mortgagor hereby attorns to and becomes a tenant of such Mortgaged Land to the Mortgagee from year to year from the date of the execution of the Mortgage until the Mortgage is discharged at a rental equivalent to and applicable in satisfaction of the interest payments forming part of the Indebtedness, the legal relation of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor in regard to the Mortgaged Land. The Mortgagor agrees that neither the existence of this provision nor anything done by virtue hereof shall impose any obligation on the Mortgagee or render the Mortgagee a mortgagee in possession or accountable for any moneys except moneys actually received by the Mortgagee and the Mortgagee may, upon the occurrence of any Default, enter on the Mortgaged Land and terminate the tenancy hereby created without notice.

6. *Right to Distrain.* Upon the occurrence of a Default, to the extent permitted by law, the Mortgagee may distrain for payment of any and all Indebtedness upon the Mortgaged Land or any part thereof and all chattels situated thereon and by distress warrant recover, by way of rent reserved from the Mortgaged Land, such moneys as shall from time to time be or remain in arrears and all costs, charges and expenses incurred by or on behalf of the Mortgagee with respect to or in connection therewith as in like cases of distress for rent. The Mortgagor waives the right to claim exceptions and agrees that the Mortgagee shall not be limited in the amount for which it may distrain.

7. *Judgments and Non-Merger.* The taking of a judgment or judgments with respect to any of the covenants contained herein, in the Mortgage or otherwise shall not operate as a merger of any such covenants or affect the Mortgagee's right to receive interest under the Mortgage and each such judgment may provide, at the option of the Mortgagee, that interest thereon shall be computed and payable until such judgment has been fully paid and satisfied.

8. *Separate Remedies.* All remedies of the Mortgagee may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Mortgagee however created.

9. *Application of Proceeds and Mortgagor's Liability for Deficiency.* All amounts received by the Mortgagee or any Receiver pursuant to any enforcement of the Mortgage may be held by the Mortgagee as security for the Indebtedness or applied to reduce Indebtedness in such manner as may be determined by the Mortgagee and the Mortgagee may at any time apply or change any such appropriation of such payments to such part or parts of the Indebtedness as the Mortgagee may determine in its sole discretion. The Mortgagor shall be and remain liable to the Mortgagee for any deficiency. Any surplus amounts realized after payment of all Indebtedness shall be paid in accordance with applicable law.

10. *Mortgagor's Insolvency Proceedings.* The Mortgagor acknowledges that the Mortgaged Land is of such a unique nature that, if the Mortgagor seeks to reorganize or restructure its affairs pursuant to any Insolvency Proceeding, the Mortgagee would not have a sufficient commonality of interest with any other creditor or creditors of the Mortgagor such that the Mortgagee would be required to vote on any plan, reorganization, arrangement, compromise or other transaction in a class with any other creditor or creditors of the Mortgagor and, in that regard, the Mortgagor agrees that the Mortgagee shall be placed in its own exclusive class of creditors for voting purposes. The Mortgagor further agrees that:

- (a) it will give the Mortgagee not less than 10 days written notice prior to the commencement of any Insolvency Proceeding with respect to the Mortgagor;
- (b) in no circumstance will the Mortgagor seek an order which stays any right of the Mortgagee or, to the extent permitted by law, permit any right of the Mortgagee to be stayed, in any Insolvency Proceeding and, if any Court-ordered or automatic stay is imposed on the Mortgagee, the Mortgagor hereby consents to an order lifting such stay as against the Mortgagee;
- (c) if an Insolvency Proceeding is commenced with respect to the Mortgagor, the Mortgagor will consent to an order directing that all rents or other revenues generated or received from or in respect of the Mortgaged Land be deposited to a segregated trust account under the sole control of the Mortgagee and that same shall not result in the Mortgagee's being a mortgagee in possession of, or in control or management of the Mortgaged Land or result in the acceleration of payment of any Indebtedness unless such acceleration is required by the Mortgagee in writing; and
- (d) it shall not, without the Mortgagee's prior written consent, propose or permit the sale or transfer of the Mortgaged Land or any part thereof, in or as part of any Insolvency Proceeding, for a net sale price less than the amount required to pay in full all Indebtedness outstanding as at the date of payment of such net sale proceeds to the Mortgagee.

K. APPOINTMENT OF A RECEIVER

1. *Appointment.* Upon the occurrence of a Default, in addition to any other remedies available to the Mortgagee, the Mortgagee may by instrument in writing appoint a Receiver of all or any part of the Mortgaged Land and all rents, incomes, profits and other amounts now or hereafter arising therefrom. The Mortgagee may also apply to any court of competent jurisdiction for the appointment of a Receiver.

2. *Powers of Receiver.* Any Receiver appointed by the Mortgagee shall, to the extent permitted by law, have the following powers:

- (a) to enter upon, take possession of, use, and occupy the Mortgaged Land or any part thereof;
- (b) to collect all rents, incomes, profits and other amounts in respect of the Mortgaged Land and to carry on the business of the Mortgagor on the Mortgaged Land;
- (c) to borrow money required for the maintenance, preservation or protection of the Mortgaged Land or for carrying on the business of the Mortgagor and, in the discretion of the Receiver, to charge the Mortgaged Land in priority to the Mortgage as security for the principal amounts so borrowed, interest thereon and costs related thereto;
- (d) to sell, lease, or otherwise dispose of the Mortgaged Land or any part thereof on such terms and conditions and in such manner as the Receiver shall determine in its sole discretion, and to effect such sale by conveying in the name and on behalf of the Mortgagor or otherwise;

- (e) to demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession of the Mortgaged Land, and to give valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the rents, accounts receivable or any other obligation of any person to the Mortgagor;
- (f) to exercise any rights or remedies which could have been exercised by the Mortgagee against the Mortgagor or the Mortgaged Land or with respect thereto; and
- (g) to execute all documents required to effect any of the foregoing.

3. *Identity of Receiver and Removal.* Any Receiver so appointed by the Mortgagee may be any person or persons satisfactory to the Mortgagee, and the Mortgagee may remove any Receiver so appointed and appoint another or others instead.

4. *Receiver as Agent of Mortgagor.* Any Receiver appointed by the Mortgagee shall be deemed to be agent of the Mortgagor unless the Mortgagee expressly specifies in writing that the Receiver shall be agent of the Mortgagee. The Mortgagor agrees to ratify and confirm all actions of the Receiver acting as agent for the Mortgagor and to release and indemnify the Receiver in respect of all such actions.

5. *Receivership Expenses.* The Mortgagor shall pay to the Receiver, forthwith on demand by the Mortgagee or the Receiver, the amount of all reasonable fees, disbursements and other expenses incurred by the Receiver in the exercise of its powers hereunder, with interest thereon at the Applicable Rate from the date on which such sums are incurred. All such sums, together with interest thereon at the Applicable Rate, shall be part of the Indebtedness and secured by the Mortgage.

6. *No Enquiries Required.* No persons dealing with the Receiver or its agents, upon any sale or other dealing with the Mortgaged Land, shall be concerned to inquire as to their powers or as to the application of any money paid to them, such sale or dealing shall be deemed as regards such person to be within the powers hereby conferred and to be valid and effectual.

L. MISCELLANEOUS

1. *Records of Mortgagee.* The records of the Mortgagee disclosing the amount of an extension of credit by the Mortgagee to the Mortgagor, the repayment of any principal amount of Indebtedness, the amount of accrued and unpaid interest owing by the Mortgagor and the amount of other Indebtedness (or any part thereof) at any time outstanding, shall constitute conclusive evidence thereof in the absence of mathematical error.

2. *Revolving Line of Credit.* The Mortgagee may wish to make loan advances and re-advances or otherwise extend credit to the Mortgagor from time to time up to a total outstanding principal amount not exceeding the principal amount referred to in the Mortgage. The Mortgage is and shall be continuing security to the Mortgagee for the payment of all Indebtedness. Any portion of the Indebtedness may be advanced or re-advanced by the Mortgagee or other credit may be extended by the Mortgagee in one or more sums at any future time or times and the amount of all such advances, re-advances or other credits when so made or extended shall be secured by the Mortgage and be payable by the Mortgagor with interest thereon at the Applicable Rate and the Mortgage shall be deemed to be taken as security for the ultimate balance of the monies hereby secured, provided that none of the execution or registration of the Mortgage or the advance in part of any monies or extension of any other credit by the Mortgagee shall obligate the Mortgagee to advance any unadvanced portion thereof or to extend any other credit. The Mortgage shall not be void or cease to operate because the Indebtedness secured hereby has at any time or times been paid in full.

3. *Assignment and Syndication.* The Mortgagee shall be entitled from time to time, both before and after a Default, without notice to, or the consent of the Mortgagor or any Guarantor:

- (a) to sell or assign all or part of the Indebtedness and the Mortgagee's interests in the Mortgage and any other security and agreements held by the Mortgagee; and
- (b) to syndicate all or part of the Indebtedness, the Mortgage and any other security and agreements held by the Mortgagee and to grant participations therein.

To facilitate the foregoing, the Mortgagee may provide each prospective purchaser, assignee, syndicated lender or participant and their respective advisers with financial and other information concerning the Indebtedness, the Mortgagor, the Mortgaged Land, any Guarantor, any other collateral or any other matter.

4. *General Indemnity by Mortgagor.* The Mortgagor hereby agrees, on demand by the Mortgagee, to indemnify and hold harmless the Mortgagee and its officers, directors, employees and agents from and against any and all claims, expenses, liabilities, losses and damages that may be asserted against or incurred by any of such indemnified persons arising out of, or in connection with the Mortgage, any Indebtedness or any claim, investigation, proceeding or litigation relating to any of the foregoing, regardless of whether any such indemnified person is a party thereto (including any and all breakage costs reasonably incurred by the Mortgagee in respect of any breach by the Mortgagor of any of its obligations under the Mortgage) and to reimburse each such indemnified person, on demand by the Mortgagee, for any and all reasonable legal and other expenses incurred in investigating, pursuing or defending any of the foregoing or otherwise in connection with any of the foregoing; provided that the foregoing indemnity shall not, as to any indemnified person, apply to any claim, expense, liability, loss or damage or related expense to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the wilful misconduct or gross negligence of such indemnified person.

5. *Effect of Sale.* No sale, conveyance, transfer or other dealing by the Mortgagor with the Mortgaged Land or any part thereof or any approval of the Mortgagee relating thereto shall in any way change or affect the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person or persons liable for payment of the Indebtedness or any part thereof.

6. *Dealings with the Mortgagor and Others.* The Mortgagee may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from and give the same and any and all existing security up to, may abstain from taking security from or from perfecting security of, may accept compositions from, may amend the Mortgage, and may otherwise deal with the Mortgagor and all other persons (including any principal debtor, any guarantor or any owner of the Mortgaged Land) and security as the Mortgagee may see fit without prejudicing any rights of the Mortgagee under the Mortgage.

7. *Amendments to Mortgage.* The Mortgagor and the Mortgagee may from time to time amend the Mortgage (including to increase the interest rate specified by the Mortgage) by an amendment agreement between the Mortgagor and the Mortgagee, whether or not such amendment agreement (or notice thereof) is registered. This provision shall constitute notice of such amendments and the Mortgage shall secure payment of all Indebtedness (including all interest and other Indebtedness arising or resulting from such amendments) and retain its priority with respect thereto over any mortgage, charge or other instrument registered subsequent to the Mortgage.

8. *Waiver.* No waiver, condonation or excusing by the Mortgagee of any default, breach or other non-performance by the Mortgagor at any time or times in respect of any provision of the Mortgage (including any Default) shall operate as a waiver by the Mortgagee of any subsequent or other default, breach or non-performance or prejudice or affect in any way the rights of the Mortgagee in respect of any such subsequent or other default, breach or non-performance.

9. *Discharge or Assignment.* The Mortgagee shall be entitled to prepare or have its counsel prepare a discharge or assignment of the Mortgage and any other documents necessary to discharge or assign any other security held by the Mortgagee and shall have a reasonable time after payment of the Indebtedness in full within which to prepare, execute and deliver such instruments. All reasonable costs, fees and disbursements of the Mortgagee and the Mortgagee's counsel in connection with the preparation, review, execution and delivery of the discharge,

assignment or any other documents necessary to discharge or assign the Mortgage or any other security shall, to the extent permitted by law, be paid by the Mortgagor to the Mortgagee and be secured by the Mortgage.

10. *No Obligation to Advance.* Nothing herein and nothing contained in the Mortgage shall obligate the Mortgagee to loan any amount to the Mortgagor or to extend any other credit to the Mortgagor.

11. *Appointment of Attorney Irrevocable.* Each appointment by the Mortgagor of an attorney in the Mortgage or the Standard Charge Terms is coupled with an interest and may not be revoked.

12. *Other Security.* The Mortgage is in addition to and not in substitution for any other security at any time held by the Mortgagee as security for payment of all or any part of the Indebtedness, and the Mortgagee may, at its option, pursue its remedies thereunder or under the Mortgage concurrently or successively. Any judgment or recovery under the Mortgage or under any other security held by the Mortgagee as security for payment of Indebtedness shall not affect the right of the Mortgagee to enforce or realize on the Mortgage or any other such security.

13. *Financing Statement.* To the extent permitted by law, the Mortgagor hereby waives its right to receive from the Mortgagee a copy of any financing statement, financing change statement, verification statement or other similar statement filed by or received by the Mortgagee or any agent of the Mortgagee.

14. *Notice.* Except as otherwise herein provided, any notice, demand or other communication to the Mortgagor referred to herein or in the Mortgage may be forwarded to the Mortgagor by personal delivery or mailed by prepaid ordinary or registered mail to the Mortgagor at the Mortgagor's last known address as shown on the Mortgagee's records. The Mortgagor shall be deemed to have received the same on the date of delivery, if personally delivered, or on the fourth day after the same is mailed by prepaid ordinary mail or registered mail, if mailed, even if the Mortgagor does not actually receive it.

15. *Different Currencies.* The payment of any part of the Indebtedness shall be made by the Mortgagor in the same currency as the currency in which such part of the Indebtedness is then denominated and all interest and fees shall be paid by the Mortgagor in the same currency as the currency in which that part of the Indebtedness to which they relate is denominated.

16. *Judgment Currency.* If in the recovery by the Mortgagee of any Indebtedness in any currency, judgment can only be obtained in another currency and, because of changes in the exchange rate of such currencies between the date of judgment and payment in full of the amount of such judgment, the recovery under the judgment differs from the receipt by the Mortgagee of the full amount of such Indebtedness, the Mortgagor shall pay any such deficiency to the Mortgagee, such deficiency may be claimed by the Mortgagee against the Mortgagor as an alternative or additional cause of action and any surplus received by the Mortgagee shall be repaid to the Mortgagor.

17. *Foreign Exchange Rate Determinations.* Whenever any provision of the Mortgage requires or permits the determination of the rate of exchange between any currencies, such rate of exchange shall be determined by the Mortgagee based on its normal practice as at the date of such determination.

18. *Governing Law.* The Standard Charge Terms and the Mortgage shall be governed by the law of the jurisdiction in which the Mortgaged Land is located.

19. *Time of Essence.* Time shall be of the essence of the Mortgage.

20. *Severability.* If any provision of the Mortgage is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall not apply and the Mortgage shall remain in full force and effect without such provision.

21. *Interpretation.* Whenever the context so requires, words in the singular shall include the plural, words in the plural shall include the singular and words importing any gender shall include the other genders. Whenever used in the Standard Charge Terms, the Mortgage or any Schedule, the words "including" and "includes" shall mean "including, without limitation" and

"includes, without limitation", respectively, and the word "person" shall include an individual, corporation, partnership, government, government agency and any other entity.

22. *Titles.* Titles used in the Standard Charge Terms, the Mortgage or any Schedule are inserted for convenience of reference only and shall not affect or modify the interpretation or construction of any provision of the Standard Charge Terms, the Mortgage or any Schedule.

23. *Joint and Several Obligations.* If there is more than one Mortgagor, all Mortgagors shall be jointly and severally liable for all obligations of the Mortgagors pursuant to the Mortgage.

24. *Schedule.* Schedule "A" shall form part of the Standard Charge Terms.

25. *Equivalent Rate Information.* Schedule "A" is a summary of various annual rates of interest calculated half-yearly not in advance equivalent to the corresponding annual rates calculated monthly not in advance. The rate of interest chargeable, calculated half-yearly not in advance, equivalent to each Applicable Rate, is shown by Schedule "A".

26. *Successors and Assigns.* All rights and powers of the Mortgagee shall enure to the benefit of and be exercisable by the Mortgagee and the Mortgagee's successors and assigns. All covenants, obligations and liabilities entered into or imposed on the Mortgagor shall be binding on the Mortgagor and the Mortgagor's heirs, executors, administrators, personal representatives, successors and assigns.

SCHEDULE "A"

The interest rates set out in Column B are the annual interest rates calculated half-yearly not in advance which are equivalent to the corresponding annual interest rates calculated monthly not in advance, set out in Column A.

COLUMN A	COLUMN B	COLUMN A	COLUMN B
Interest rate calculated monthly not in advance	Interest rate calculated half-yearly not in advance	Interest rate calculated monthly not in advance	Interest rate calculated half-yearly not in advance
3.0000%	3.0188%	11.6250%	11.9102%
3.1250%	3.1454%	11.7500%	12.0414%
3.2500%	3.2721%	11.8750%	12.1727%
3.3750%	3.3988%	12.0000%	12.3040%
3.5000%	3.5256%	12.1250%	12.4354%
3.6250%	3.6525%	12.2500%	12.5669%
3.7500%	3.7794%	12.3750%	12.6985%
3.8750%	3.9064%	12.5000%	12.8301%
4.0000%	4.0335%	12.6250%	12.9618%
4.1250%	4.1606%	12.7500%	13.0935%
4.2500%	4.2878%	12.8750%	13.2253%
4.3750%	4.4151%	13.0000%	13.3572%
4.5000%	4.5424%	13.1250%	13.4892%
4.6250%	4.6698%	13.2500%	13.6212%
4.7500%	4.7973%	13.3750%	13.7533%
4.8750%	4.9248%	13.5000%	13.8854%
5.0000%	5.0524%	13.6250%	14.0177%
5.1250%	5.1800%	13.7500%	14.1499%
5.2500%	5.3078%	13.8750%	14.2823%
5.3750%	5.4355%	14.0000%	14.4147%
5.5000%	5.5634%	14.1250%	14.5472%
5.6250%	5.6913%	14.2500%	14.6798%
5.7500%	5.8193%	14.3750%	14.8124%
5.8750%	5.9474%	14.5000%	14.9451%
6.0000%	6.0755%	14.6250%	15.0779%
6.1250%	6.2037%	14.7500%	15.2108%
6.2500%	6.3319%	14.8750%	15.3437%
6.3750%	6.4603%	15.0000%	15.4766%
6.5000%	6.5887%	15.1250%	15.6097%
6.6250%	6.7171%	15.2500%	15.7428%
6.7500%	6.8456%	15.3750%	15.8760%
6.8750%	6.9742%	15.5000%	16.0092%
7.0000%	7.1029%	15.6250%	16.1425%
7.1250%	7.2316%	15.7500%	16.2759%
7.2500%	7.3604%	15.8750%	16.4094%
7.3750%	7.4892%	16.0000%	16.5429%
7.5000%	7.6182%	16.1250%	16.6765%
7.6250%	7.7472%	16.2500%	16.8102%
7.7500%	7.8762%	16.3750%	16.9439%
7.8750%	8.0053%	16.5000%	17.0777%
8.0000%	8.1345%	16.6250%	17.2116%
8.1250%	8.2638%	16.7500%	17.3455%
8.2500%	8.3931%	16.8750%	17.4795%
8.3750%	8.5225%	17.0000%	17.6136%
8.5000%	8.6519%	17.1250%	17.7444%
8.6250%	8.7815%	17.2500%	17.8819%
8.7500%	8.9111%	17.3750%	18.0162%
8.8750%	9.0407%	17.5000%	18.1506%
9.0000%	9.1704%	17.6250%	18.2850%
9.1250%	9.3002%	17.7500%	18.4195%
9.2500%	9.4301%	17.8750%	18.5540%
9.3750%	9.5600%	18.0000%	18.6887%
9.5000%	9.6900%	18.1250%	18.8233%
9.6250%	9.8201%	18.2500%	18.9581%
9.7500%	9.9502%	18.3750%	19.0929%
9.8750%	10.0804%	18.5000%	19.2278%
10.0000%	10.2107%	18.6250%	19.3628%
10.1250%	10.3410%	18.7500%	19.4979%
10.2500%	10.4714%	18.8750%	19.6330%
10.3750%	10.6019%	19.0000%	19.7682%
10.5000%	10.7324%	19.1250%	19.9034%
10.6250%	10.8630%	19.2500%	20.0387%
10.7500%	10.9937%	19.3750%	20.1741%
10.8750%	11.1244%	19.5000%	20.3096%
11.0000%	11.2552%	19.6250%	20.4451%
11.1250%	11.3861%	19.7500%	20.5807%
11.2500%	11.5170%	19.8750%	20.7163%
11.3750%	11.6480%	20.0000%	20.8521%
11.5000%	11.7791%		

*This is **Exhibit "M"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with AL-CHERAGH INTERNATIONAL CORPORATION (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00 plus interest thereon at a rate of 5.00% per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of January 27, 2011.

The following section is unprotected. To insert additional signature lines, copy and paste as necessary. Delete this comment and lines that are not required.

If signed by corporation or other entity (e.g. partnership):

641340 Canada, Inc. o/a Shell Gas Station
(Name of Entity)

By:

Name: Abdul Ala Kareem

Title: President

I have the authority to bind the corporation.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

If signed by natural person (e.g. sole proprietor):

Name: _____

Witness _____
Name _____

Name: _____

Witness _____
Name _____

Name: _____

Witness _____
Name _____

® Registered trade-marks of Bank of Montreal

RESOLUTION OF THE BOARD OF DIRECTORS OF

6413340 CANADA INC.

WHEREAS the Bank of Montreal (the "**Bank**") has agreed to lend money to AL-CHERAGH INTERNATIONAL CORPORATION Canada Inc. ("**Borrower**");

AND WHEREAS the Borrower has agreed to execute a first collateral mortgage ("**Mortgage**") to be registered on property owned by it and municipally known as 1525 Highway 11, North, Shanty Bay, Canada (hereinafter referred to as "**Property**");

AND WHEREAS 6413340 Canada Inc. has agreed to guarantee the said mortgage by way of a Guarantee of Indebtedness of an Incorporated Company.

BE IT RESOLVED that the President be and the same is hereby authorized to:

1. Execute the above-recited Guarantee of Indebtedness of an Incorporated Company in favour of the Bank in the amount of \$1,500,000.00;

The undersigned, being all of the directors of the Corporation, hereby sign the foregoing resolution(s) pursuant to the provisions of the *Business Corporations Act (Canada)*, this 24th day of January, 2011.

DATED at Barrie, this 24th, day of January, 2011



Abdul Alla Kareem, President

I have the authority to bind the corporation

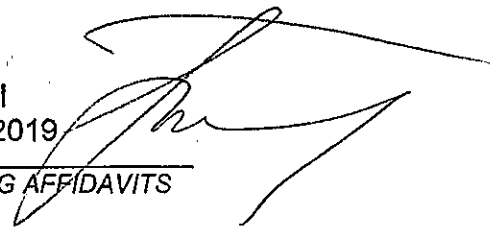
*This is **Exhibit "N"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in black ink, appearing to be 'T. Palangiewicz', written over the printed name and title.

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with AL-CHERAGH INTERNATIONAL CORPORATION (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **One Million Six Hundred and Fifteen Thousand Dollars (\$1,615,000.00)** plus interest thereon at a rate of **5.00%** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of March 23, 2011.

The following section is unprotected. To insert additional signature lines, copy and paste as necessary. Delete this comment and lines that are not required.

If signed by corporation or other entity (e.g. partnership):

6413340 Canada Inc. o/a Shell Gas Station
(Name of Entity)

By:

I have the authority to bind the corporation.

Name: Abdul Alla Kareem

Title: President

By: _____
 Name: _____
 Title: _____

 By: _____
 Name: _____
 Title: _____

If signed by natural person (e.g. sole proprietor):

_____	Witness	_____
Name: _____	Name	_____
_____	Witness	_____
Name: _____	Name	_____
_____	Witness	_____
Name: _____	Name	_____

® Registered trade-marks of Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with AL-CHERAGH INTERNATIONAL CORPORATION (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of One Million Five Hundred Dollars (\$1,500,000.00) plus interest thereon at a rate of 5.00% per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

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AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Quebec only

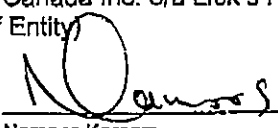
It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of January 24, 2011.

The following section is unprotected. To insert additional signature lines, copy and paste as necessary. Delete this comment and lines that are not required.

If signed by corporation or other entity (e.g. partnership):

7149816 Canada Inc. o/a Lick's Homeburgers & Ice Cream
(Name of Entity)

By: 
Name: Namoos Kareem
Title: President

I have the authority to bind the corporation.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

If signed by natural person (e.g. sole proprietor):

_____ Name: _____	Witness Name _____
_____ Name: _____	Witness Name _____
_____ Name: _____	Witness Name _____

® Registered trade-marks of Bank of Montreal

RESOLUTION OF THE BOARD OF DIRECTORS OF

7149816 CANADA INC.

WHEREAS the Bank of Montreal (the "**Bank**") has agreed to lend money to AL-CHERAGH INTERNATIONAL CORPORATION Canada Inc. ("**Borrower**");

AND WHEREAS the Borrower has agreed to execute a first collateral mortgage ("**Mortgage**") to be registered on property owned by it and municipally known as 1525 Highway 11, North, Shanty Bay, Canada (hereinafter referred to as "**Property**");

AND WHEREAS 7149816 Canada Inc. has agreed to guarantee the said mortgage by way of a Guarantee of Indebtedness of an Incorporated Company.

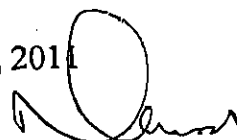
AND WHEREAS 7149816 Canada Inc. has agreed to register a General Security Agreement under PPSA.

BE IT RESOLVED that the President be and the same is hereby authorized to:

1. Execute the above-recited Guarantee of Indebtedness of an Incorporated Company in favour of the Bank in the amount of \$1,500,000.00;
2. Register a General Security Agreement under PPSA.

The undersigned, being all of the directors of the Corporation, hereby sign the foregoing resolution(s) pursuant to the provisions of the *Business Corporations Act (Canada)*, this 24th day of January, 2011.

DATED at Barrie, this 24th, day of January, 2011



Namoos Kareem, President

I have the authority to bind the Corporation.

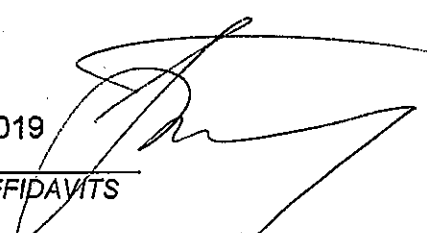
*This is **Exhibit "P"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with AL-CHERAGH INTERNATIONAL CORPORATION (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of One Million Six Thousand and Fifteen Thousand Dollars (\$1,615,000.00) plus interest thereon at a rate of 5.00% per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of March 23, 2011.

~~The following section is unprotected. To insert additional signature lines, copy and paste as necessary. Delete this comment and lines that are not required.~~

If signed by corporation or other entity (e.g. partnership):

7149816 Canada Inc. o/a Lick's Homeburgers & Ice Cream
(Name of Entity)

By: 
I have the authority to bind the corporation.

Name: Namooos Kareem

Title: President

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

If signed by natural person (e.g. sole proprietor):

Name: _____

Name: _____

Name: _____

Witness _____
Name _____

Witness _____
Name _____

Witness _____
Name _____

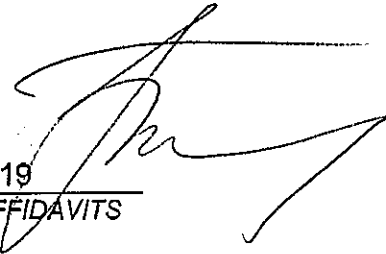
® Registered trade-marks of Bank of Montreal

*This is **Exhibit "Q"** referred to in the
affidavit of Alice Tien*

*sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS





Operating Loan Agreement with Availment in Canadian Dollars

To: Bank of Montreal

Date: January 24, 2011

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. DEFINED TERMS

In this Agreement:

- 1.01 "Account" shall mean the Canadian Dollar Account No. *0349-1042-138* at the Bank.
- 1.02 "Facility Fee" shall mean a fixed monthly fee of \$ 40.00/month.
- 1.03 "Loan" shall mean the credit facility (if any) provided pursuant to this Agreement and the amount of the Loan shall mean at any time the aggregate of all amounts debited to the Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) less the aggregate of all amounts credited to the Account for which the Bank has given value.
- 1.04 "Loan Limit" shall mean Seventy Five Thousand Dollars (\$ 75,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.
- 1.05 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus two point five per cent (2.50%) per annum.
- 1.06 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is three per cent (3.00 %) per annum.
- 1.07 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is twenty one per cent (21.0%) per annum.

2. ACCOUNT

- 2.01 Cheques drawn and debits of other kinds made on the Account (including, without limitation, transfers and withdrawals) shall be drawn in Canadian dollars.
- 2.02 The undersigned shall not at any time permit the Loan to exceed the Loan Limit and shall use the Account for business purposes only.
- 2.03 The Bank is authorized to debit the Account for all fees and interest required hereunder and for all costs, charges and expenses referred to in paragraph 6.01 and in any other agreement(s) the undersigned has entered into with the Bank.

3. FEES AND INTEREST

- 3.01 The undersigned shall pay the Facility Fee to the Bank, on the last day of each month in addition to all other fees applicable to the Account. Notwithstanding paragraph 1.02, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and for other standard reporting services provided by the Bank in connection with the Account.

- 3.02 The undersigned shall, both before and after demand or judgment, pay interest at the Loan Rate on the daily closing balance of the Loan up to the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.03 The undersigned shall, both before and after demand or judgment, pay interest at the Overdraft Rate on the amount of any daily closing balance of the Loan in excess of the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.04 Nothing herein shall oblige the Bank to permit the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or \$100, whichever is greater, and a \$5 overdraft handling charge per item that creates or increases the excess.

4. DEMAND AND TERMINATION

- 4.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan provided hereunder and demand payment of the Loan by notice as herein provided.
- 4.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM THE ACCOUNT UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

5. DOCUMENTATION

- 5.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:
- (a) any security required by the Bank; and
 - (b) all other documents and information required by the Bank.
- 5.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

6. COSTS

- 6.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

7. NOTICES

- 7.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any.
- 7.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

8. ~~AMENDED AND RESTATED AGREEMENT~~

- ☐ 8.01 This Agreement hereby amends and restates the _____ (Insert name of agreement) Agreement dated the _____ day of _____, as heretofore amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.
- ☐ 8.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations, indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing Agreement shall be governed by the terms hereof.
- ☐ 8.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth herein.
- ☐ 8.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement as amended and restated by this Agreement.
- ☐ 8.05 This Article 8 is made under express reserve of all the terms and conditions of this Agreement and the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall continue to be secured by the Security Documents. All of the provisions of this Article 8 are without novation.
- 9. GENERAL**
- 9.01 The provisions of the Addendum, if any, shall be incorporated into this Agreement and form part hereof.
- 9.02 The Bank's statements of the Account at any time shall constitute prima facie evidence of the Loan.
- 9.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to the Bank dies.
- 9.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.
- 9.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.
- 9.06 Subject to Article 8 above (if applicable) this Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.
- 9.07 The undersigned agrees that the balance shown in any statement of the Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Loan as at the date of the statement.
- 9.08 All payments relating to the Loan made by the undersigned pursuant to this Agreement shall be paid in Canadian dollars.

Any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the

Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars so payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.

- 9.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.
- 9.10 Time shall be of the essence of this Agreement.
- 9.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.
- 9.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

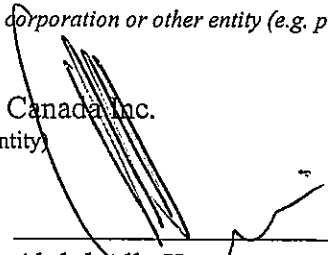
By executing this Agreement below the undersigned hereby agrees to the foregoing terms and conditions.

DATED as of the date set forth above.

The following section is unprotected. To insert additional signature lines, copy and paste as necessary. Delete this comment and lines that are not required.

If signed by corporation or other entity (e.g. partnership):

6413340 Canada Inc.
(Name of Entity)

By: 
Name: Abdul Alla Karcem

Title: President

I have the authority to bind the Corporation.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

If signed by natural person (e.g. sole proprietor):

Witness _____
Name _____

Name: _____

Witness _____
Name _____

Name: _____

Witness _____
Name _____

Name: _____

ADDENDUM TO

OPERATING LOAN AGREEMENT

142

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

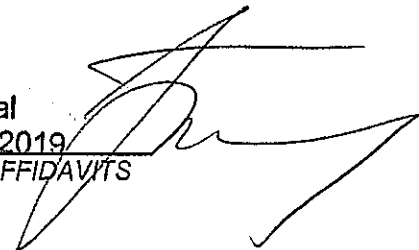
Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to: N/A

*This is **Exhibit "R"** referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



To: Bank of Montreal

District GTA-W		Amendment No.
Branch of Account BROWN'S LINE & EVANS AVE 863 BROWN'S LINE ETOBICOKE, ON M8W3V7	Account No. 0379-1042-138	Date MAR 14 07 / 2012

WHEREAS the undersigned has entered into a Operating Loan Agreement dated the 24 day of January, 2011 as
(Insert actual name of the Agreement to be amended)
 amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) 1.04 and 1.05 of the Existing Agreement is/are amended to read as follows:

1.04 "Loan Limit" shall mean ONE HUNDRED THOUSAND CANADIAN DOLLARS (\$100,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto until February 24, 2012 at which the loan will revert back to SEVENTY FIVE THOUSAND CANADIAN DOLLARS (\$75,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto

1.05 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus Two and One-Half per cent (2.50%) per annum.

2. The Addendum to the Agreement is amended to read as follows:

N/A

3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.
4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.
5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from

the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.

6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.
7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

6413340 CANADA INC.

(Name of Entity)

By: 

Name: **ABDUL ALLA KAREEM**

Title: _____

By: _____

Name: **NAMOOS KAREEM**

Title:  _____

By: _____

Name: _____

Title: _____

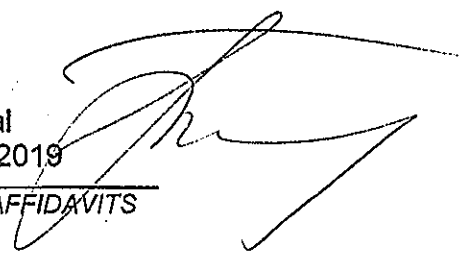
*This is **Exhibit "S"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



#15



Operating Loan Agreement with Availment in Canadian Dollars

To: Bank of Montreal

Date: May 15, 2012

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. DEFINED TERMS

In this Agreement:

- 1.01 "Account" shall mean the Canadian Dollar Account No. 0379-1042-138 at the Bank.
- 1.02 "Facility Fee" shall mean a fixed monthly fee of \$ 50.00.
- 1.03 "Loan" shall mean the credit facility (if any) provided pursuant to this Agreement and the amount of the Loan shall mean at any time the aggregate of all amounts debited to the Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) less the aggregate of all amounts credited to the Account for which the Bank has given value.
- 1.04 "Loan Limit" shall mean Fifty Thousand Dollars (\$ 50,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.
- 1.05 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus Three per cent (3.00%) per annum.
- 1.06 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is Three per cent (3.00 %) per annum.
- 1.07 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is Twenty One per cent (21.00%) per annum.

2. ACCOUNT

- 2.01 Cheques drawn and debits of other kinds made on the Account (including, without limitation, transfers and withdrawals) shall be drawn in Canadian dollars.
- 2.02 The undersigned shall not at any time permit the Loan to exceed the Loan Limit and shall use the Account for business purposes only.
- 2.03 The Bank is authorized to debit the Account for all fees and interest required hereunder and for all costs, charges and expenses referred to in paragraph 6.01 and in any other agreement(s) the undersigned has entered into with the Bank.

3. FEES AND INTEREST

- 3.01 The undersigned shall pay the Facility Fee to the Bank, on the last day of each month in addition to all other fees applicable to the Account. Notwithstanding paragraph 1.02, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and for other standard reporting services provided by the Bank in connection with the Account.

- 3.02 The undersigned shall, both before and after demand or judgment, pay interest at the Loan Rate on the daily closing balance of the Loan up to the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.03 The undersigned shall, both before and after demand or judgment, pay interest at the Overdraft Rate on the amount of any daily closing balance of the Loan in excess of the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.04 Nothing herein shall oblige the Bank to permit the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or \$100, whichever is greater, and a \$5 overdraft handling charge per item that creates or increases the excess.

4. DEMAND AND TERMINATION

- 4.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan provided hereunder and demand payment of the Loan by notice as herein provided.
- 4.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM THE ACCOUNT UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

5. DOCUMENTATION

- 5.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:
- (a) any security required by the Bank; and
 - (b) all other documents and information required by the Bank.
- 5.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

6. COSTS

- 6.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

7. NOTICES

- 7.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any.
- 7.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

8. AMENDED AND RESTATED AGREEMENT

- ☐ 8.01 This Agreement hereby amends and restates the Operating Loan
(Insert name of agreement)

Agreement dated the 24th day of January, 2011, as heretofore amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.

- ☐ 8.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations, indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing Agreement shall be governed by the terms hereof.
- ☐ 8.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth herein.
- ☐ 8.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement as amended and restated by this Agreement.
- ☐ 8.05 This Article 8 is made under express reserve of all the terms and conditions of this Agreement and the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall continue to be secured by the Security Documents. All of the provisions of this Article 8 are without novation.

9. GENERAL

- 9.01 The provisions of the Addendum, if any, shall be incorporated into this Agreement and form part hereof.
- 9.02 The Bank's statements of the Account at any time shall constitute prima facie evidence of the Loan.
- 9.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to the Bank dies.
- 9.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.
- 9.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.
- 9.06 Subject to Article 8 above (if applicable) this Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.
- 9.07 The undersigned agrees that the balance shown in any statement of the Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Loan as at the date of the statement.
- 9.08 All payments relating to the Loan made by the undersigned pursuant to this Agreement shall be paid in Canadian dollars.

Any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the

Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars so payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.

- 9.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.
- 9.10 Time shall be of the essence of this Agreement.
- 9.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.
- 9.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

By executing this Agreement below the undersigned hereby agrees to the foregoing terms and conditions.

DATED as of the date set forth above.

6413340 CANADA INC.

By: 

Name: Mr. Abdul Alla Kareem

Title: _____

By: 

Name: Mrs. Namoos Karéem

Title: _____

By: _____

Name: _____

Title: _____

® Registered trade-marks of Bank of Montreal

**ADDENDUM TO
OPERATING LOAN AGREEMENT**

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to: N/A

Letter of Undertaking: To Provide Annually

- 1) Year End Financial Statements of Borrower and Corporate Guarantors
- 2) Fire Insurance Renewal
- 3) Updated Personal Net Worth Statements of Principals if requested

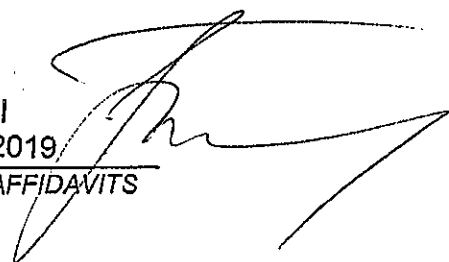
*This is **Exhibit "T"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019.

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in black ink, appearing to be 'T. Palangiewicz', written over the printed name and title.

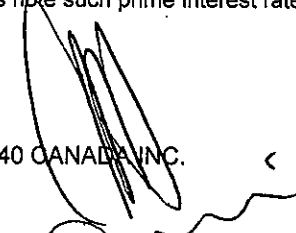
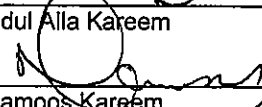
863 BROWN'S LINE
ETOBICOKE, ON M8W 3V7
Branch

On demand I promise to pay to the order of Bank of Montreal the sum of One Hundred Thousand--00/100 Dollars and to pay interest monthly at a rate of 3.00 per cent per annum above the Bank of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is Three per cent. Value received.

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No.	Loan Account No.	Initials
0379-1042-138	0349-6999-633	R. M.

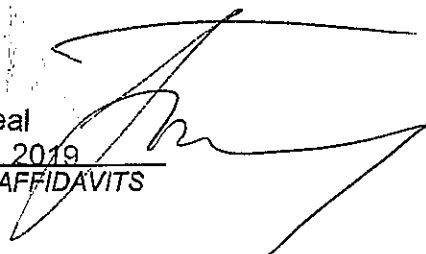
6413340 CANADA INC.


Mr. Abdul Alla Kareem
Mrs. Namooos Kareem

*This is **Exhibit "U"** referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS



863 Brown's Line
Etobicoke ON
Branch

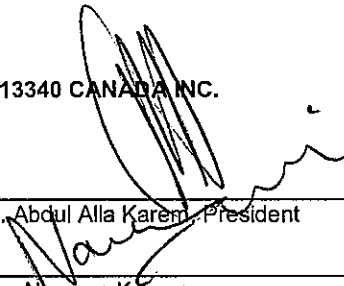
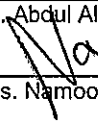
On demand I promise to pay to the order of Bank of Montreal the sum of One Hundred Thirty One Thousand Canadian -----xx/100 Dollars and to pay interest monthly at a rate of 4.875 per cent per annum above the Bank of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is 3.00 per cent. Value received.

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No.	Loan Account No.	Initials
0379-1042138	0379-1042-138	

0379-6999-633

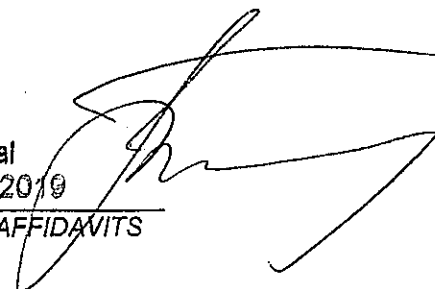
6413340 CANADA INC.


Mr. Abdul Alla Kareem, President
Mrs. Namooos Kareem

*This is **Exhibit "V"** referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS

A large, stylized handwritten signature in black ink, likely belonging to Tatiana Palangiewicz, is written over the printed name and title.

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:

1525 HIGHWAY 11 NORTH, SHANTY BAY, ONTARIO L0L 2L0

List all premises
and asset
locations, by
schedule, if
necessary

2. The Debtor hereby:

Attach a
schedule, if
equipment is to
be listed

- (a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto ;
- (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ;
- (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above ;
- (d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom ; and

- (e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.
3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.
4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.
5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.
6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

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8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

- (a) the Debtor shall default under any of the Obligations;
- (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
- (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;
- (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be *bona fide* opposed by the Debtor;
- (e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral: 160

- (a) as a whole or in various lots;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

19. The Debtor acknowledges receipt of a copy of this agreement.

20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

Insert date of
execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on
24 day of January, 2011. (year)

To be signed by
Debtor; if Debtor is a
corporation ensure
signatures are
authorized and if
Debtor is a corporation
with a corporate seal,
affix Corporate Seal;
Debtor's name should
be typed

6413340 CANADA INC.

Abdul Alla Kareem,
I have the authority to bind
the Corporation.

CORPORATE AUTHORIZING RESOLUTION

Required only for
a corporation

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;
4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

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To be completed
by Secretary or
other authorized
officer; insert
name of
company
Insert
appropriate
date


I am the Secretary of 6413340 Canada Inc. and I hereby certify that:

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 24 day of January, 2011 (year)
2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and
3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

Use
applicable
clause

(or where applicable – the Company is subject to the *Business Corporations Act* of Ontario and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the *Business Corporations Act*.)

To be signed by
Secretary or other
authorized
officer; affix
corporate seal

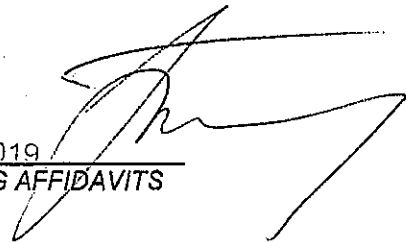

Abdul Alla Kareem
I have the authority to bind
the Corporation.

seal

*This is **Exhibit "W"** referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

*Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019*

A COMMISSIONER FOR TAKING AFFIDAVITS



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102958.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(11016)

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

TYPE OF SEARCH : BUSINESS DEBTOR

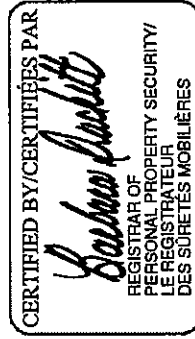
SEARCH CONDUCTED ON : 6413340 CANADA INC.

FILE CURRENCY : 06DEC 2017

ENQUIRY NUMBER 20171207102958.44 CONTAINS 8 PAGE(S), 3 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP (LC) - LUCY CATERINA
5000 YONGE STREET, 10TH FLOOR
TORONTO ON M2N 7E9



(gr14 11/2017)

CONTINUED...

2



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102958.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(11017)

BUSINESS DEBTOR
6413340 CANADA INC.
06DEC 2017

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
718990704

01 CREATION DATE 0001 1 MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
20160727 0909 1590 3555 P PSSA 3

02 DEBTOR DATES OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 6413340 CANADA INC.
04 ADDRESS 1525 HIGHWAY 11 NORTH SHANTY BAY
ONTARIO CORPORATION NO.
ON L0L 2L0

05 DEBTOR DATES OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / BANK OF MONTREAL
09 THEN CHATMAN 100 KING STREET WEST, PCP, 7TH FLOOR TORONTO ON M5X 1A1

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

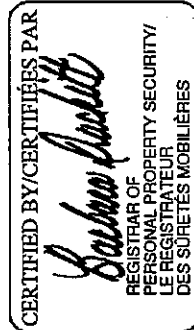
11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE
13 GENERAL THIS IS A LATE RENEWAL OF REGISTRATION NO. 20110505 1414 1793 9102,
14 COLLATERAL FILE REFERENCE NO. 669618909.
15 DESCRIPTION

16 REGISTERING CHAITONS LLP (SD)
17 AGENT 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

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

CONTINUED... 3



(c) 11/11/2017



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102958.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(11019)

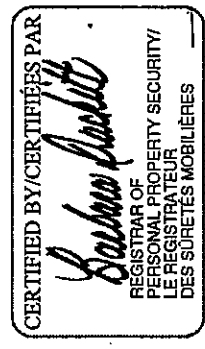
BUSINESS DEBTOR
6413340 CANADA INC.
06DEC 2017

FORM 10 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGES NO OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
001	1	609618909	20160324	1200 9011 2047
21 RECORD REFERENCE	FILE NUMBER	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED RENEWAL
22	609618909			05
23 REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	CORRECT RENEWED
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	6413340 CANADA INC.		
25 OTHER CHANGE REASON/ DESCRIPTION	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
26				
27				
28				
02/ 05 DEBTOR/ TRANSFEREE	BUSINESS NAME	ADDRESS		
03/ 06 04/07				
29 ASSIGNOR SECURED PARTY/LIEN-CLAIMANT/ASSIGNEE	ADDRESS			ONTARIO CORPORATION NO.
08 09				
10	COLLATERAL CLASSIFICATION CONSUMER	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE	DATE OF ACQUISITION OR MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.
12	MOTOR VEHICLE GENERAL			
13	COLLATERAL DESCRIPTION			
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CHADANT	ADDRESS		
15				
16				
17				

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

BMO BANK OF MONTREAL, SAMU, TR. 5193
100 KING ST. W. 7TH FL, FCP ATT.JOSIE
TORONTO
ON M5X 1A1



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102958.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(11021)

BUSINESS DEBTOR
6413340 CANADA INC.
06DEC 2017

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM AC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER
PULLING 01 001 20100810 1452 1530 8051

01 RECORD FILE NUMBER 619486965

21 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL YEARS CORRECT PERIOD
X B RENEWAL 5

22 FIRST GIVEN NAME 6413340 CANADA INC

23 BUSINESS NAME 6413340 CANADA INC

24 DEBTOR/ TRANSFEROR

25 OTHER CHANGE

26 REASON/ DESCRIPTION

27 DATE OF BIRTH

28 FIRST GIVEN NAME INITIAL SURNAME

02/ DEBTOR/ TRANSFEROR BUSINESS NAME ADDRESS

03/ DEBTOR/ TRANSFEROR BUSINESS NAME ADDRESS

04/07 DEBTOR/ TRANSFEROR BUSINESS NAME ADDRESS

29 ASSIGNOR SECURED PARTY/ALIEN CHATMANT/ASSIGNEE

08 COLLATERAL CLASSIFICATION

09 CONSUMER

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MAJORITY OR MAJORITY DATE

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 VEHICLE GENERAL

14 COLLATERAL

15 DESCRIPTION

16 ASSIGNING AGENT OR

17 SECURED PARTY/ ADDRESS

18 ALIEN CHATMANT

19 CANADIAN SECURITIES REGISTRATION SYSTEMS BURNABY BC V5G 3S8

20 4126 NORLAND AVENUE

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

22 CONTINUED...

23 7

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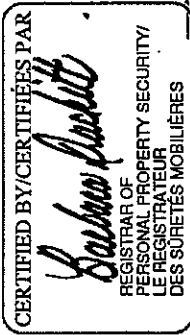
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RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207102958.44

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(11022)

BUSINESS DEBTOR
6413340 CANADA INC.
06DEC 2017

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM PC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL MOTOR VEHICLE	REGISTRATION	REGISTERED
FILE NO.	NO. OF	SCHEDULE	NUMBER	UNDER
01	001	20150817 1946 1531 8483		
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		X	B RENEWAL	5
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/	BUSINESS NAME		
	TRANSFER	6413340 CANADA INC		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFER	BUSINESS NAME		
06		ADDRESS		
04/07				
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09		ADDRESS		
10	COLLATERAL CLASSIFICATION			
	CONSUMER			
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	ENCLOSED	AMOUNT
				DATE OF
				NO. FIXED
				MAJORITY OR
				MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERED AGENT OR			
17	SECURED PARTY/			
	LIEN CLAIMANT			

CANADIAN SECURITIES REGISTRATION SYSTEMS
4126 NORLAND AVENUE

BURNABY

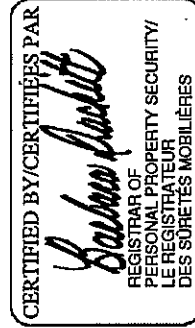
BC

V5G 3S8

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

CONTINUED ...

8



cert 11/2017



70

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 6413340 CANADA INC.
FILE CURRENCY : 06DEC 2017

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
718990704	20160727 0909 1590 3555		
669618909	20110505 1414 1793 9102	20160324 1200 9011 2047	
619486965	20051005 1938 1531 1444	20100810 1452 1530 8051	20150817 1946 1531 8483

6 REGISTRATIONS(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
Sarah J. Smith
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(s/j) 11/2017



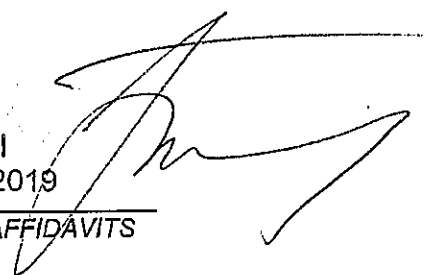
*This is **Exhibit "X"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 6413340 Canada Inc. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **One Hundred and Ten Thousand Dollars (\$110,000.00)** plus interest thereon at a rate of **5.00%** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of January 24, 2011.

The following section is unprotected. To insert additional signature lines, copy and paste as necessary. Delete this comment and lines that are not required.

If signed by corporation or other entity (e.g. partnership):

AL-CHERAGH INTERNATIONAL CORPORATION
(Name of Entity)

By: _____
Name: Abdula Alla Kareem
Title: President

I have the authority to bind the Corporation.

By: _____
 Name: _____
 Title: _____

 By: _____
 Name: _____
 Title: _____

If signed by natural person (e.g. sole proprietor):

 Name: _____

Witness _____
 Name _____

 Name: _____

Witness _____
 Name _____

 Name: _____

Witness _____
 Name _____

® Registered trade-marks of Bank of Montreal

*This is **Exhibit "Y"** referred to in the*

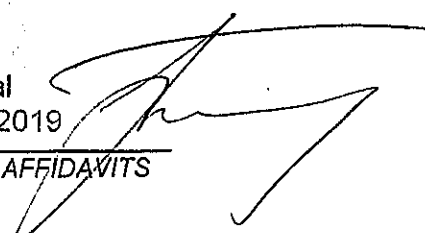
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **6413340 CANADA INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarity in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Forty Thousand Dollars (\$40,000.00)** plus interest thereon at a rate of **5.00 per cent per annum** above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).


IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of May 15, 2012.

AL-CHERAGH INTERNATIONAL CORPORATION

By: 
Name: Mr. Abdul Alla Kareem

Title: _____

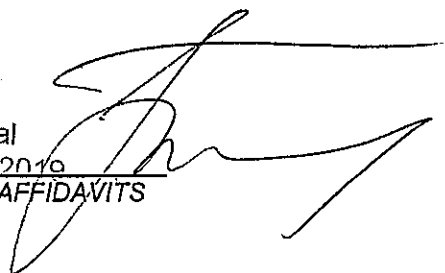
By: 
Name: Mrs. Namooos Kareem

Title: _____

® Registered trade-marks of Bank of Montreal

*This is **Exhibit "Z"** referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2018
A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in black ink, appearing to be 'T. Palangiewicz', written over the printed name and title.

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 6413340 Canada Inc. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Sixty One Thousand Canadian Dollars \$61,000.00** plus interest thereon at a rate of **3.00** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).


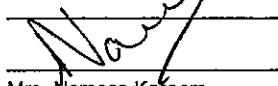
IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause
applies to
the Province
of Québec
only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of December, 30, 2013.

Al-Cheragh International Corporation

By: 
Name: Mr. Abdul Alta Kareem
Title: _____
By: 
Name: Mrs. Namooos Kareem
Title: _____

® Registered trade-marks of Bank of Montreal

ENABLING RESOLUTION

Extract from the minutes of the meeting of the board of directors of **Al-Cheragh International Corporation** at **Shanty Bay, Township of Oro-Medonte, Ontario** on this **30** day of **December, 2013**.

On motion duly made and seconded it was unanimously resolved that: The company does hereby guarantee payment to the Bank Of Montreal of all present and future debts and liabilities now or at any time and from time to time due or owing to said Bank by **6413340 Canada Inc.** up to a limit of **Sixty One Thousand Canadian Dollars (\$61,000.00)** at any one time, the whole in the terms set out in form **L.F.44 Guarantee for Indebtedness of an Incorporated Company** of the Bank Of Montreal submitted to this meeting, and that the undersigned be and are hereby authorized to sign and execute such form and deliver the same to the Bank of Montreal.

I certify that the foregoing is a true copy of a resolution passed at a meeting of the board of directors of the said company held as aforementioned.

As witness the corporate seal of the said company this **30** day of **December, 2013**.

Per:

Name:  Mr. Abdul-Ahla Karem

Title: President

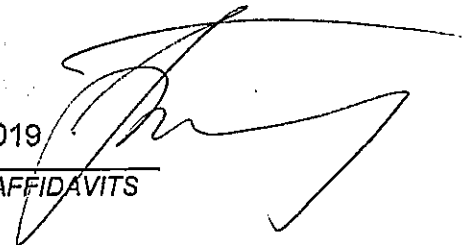
*This is **Exhibit "AA"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in black ink, appearing to be 'T. Palangiewicz', written over a horizontal line.

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 6413340 Canada Inc. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **One Hundred and Ten Thousand Dollars (\$110,000.00)** plus interest thereon at a rate of **5.00%** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

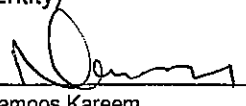
It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of January 24, 2011.

The following section is unprotected. To insert additional signature lines, copy and paste as necessary. Delete this comment and lines that are not required.

If signed by corporation or other entity (e.g. partnership):

7149816 Canada Inc. o/a Lick's Restaurant
(Name of Entity)

By: 
Name: Namoo Kareem
Title: President

I have the authority to bind the Corporation.

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

If signed by natural person (e.g. sole proprietor):

 Name: _____

Witness _____
 Name _____

 Name: _____

Witness _____
 Name _____

 Name: _____

Witness _____
 Name _____

® Registered trade-marks of Bank of Montreal

RESOLUTION OF THE BOARD OF DIRECTORS OF

7149816 CANADA INC.

WHEREAS the Bank of Montreal (the "**Bank**") has agreed to lend money to **6413340 Canada Inc.** Canada Inc. ("**Borrower**");

AND WHEREAS the Borrower has agreed to execute a first collateral mortgage ("**Mortgage**") to be registered on property owned by it and municipally known as 1525 Highway 11, North, Shanty Bay, Canada (hereinafter referred to as "**Property**");

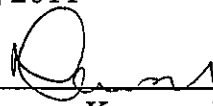
AND WHEREAS 7149816 Canada Inc. has agreed to guarantee the said mortgage by way of a Guarantee of Indebtedness of an Incorporated Company.

BE IT RESOLVED that the President be and the same is hereby authorized to:

1. Execute the above-recited Guarantee of Indebtedness of an Incorporated Company in favour of the Bank in the amount of **\$110,000.00**.

The undersigned, being all of the directors of the Corporation, hereby sign the foregoing resolution(s) pursuant to the provisions of the *Business Corporations Act (Canada)*, this 24th day of January, 2011.

DATED at Barrie, this 24th, day of January, 2011



Namoos Kareem, President
I have the authority to bind the
Corporation.

CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF

7149816 CANADA INC.

WHEREAS the Bank of Montreal (the "**Bank**") has agreed to lend money to **6413340 Canada Inc.** Canada Inc. ("**Borrower**");

AND WHEREAS the Borrower has agreed to execute a first collateral mortgage ("**Mortgage**") to be registered on property owned by it and municipally known as 1525 Highway 11, North, Shanty Bay, Canada (hereinafter referred to as "**Property**");

AND WHEREAS 7149816 Canada Inc. has agreed to guarantee the said mortgage by way of a Guarantee of Indebtedness of an Incorporated Company.

BE IT RESOLVED that the President be and the same is hereby authorized to:

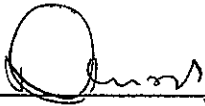
1. Execute the above-recited Guarantee of Indebtedness of an Incorporated Company in favour of the Bank in the amount of **\$110,000.00**.

The undersigned, being one of the directors of the Corporation, hereby signs the foregoing Resolution(s) pursuant to the provisions of the *Business Corporations Act (Canada)*, this 24th day of January, 2011.

CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a true copy of Resolution of the Board of Directors of **7149816 Canada Inc.** passed the 24th day of January, 2011 and signed by all of the directors of the Corporation, respecting a first mortgage in favour of Bank of Montreal.

CERTIFIED this 24th day of January, 2011, witness the corporate seal of the Corporation.

 c/s
Namoos Kareem, President
I have the authority to bind the Corporation.

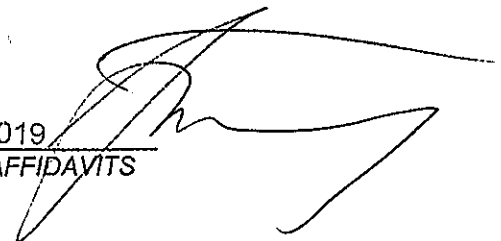
This is **Exhibit "BB"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palanglewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in black ink, appearing to be 'T. Palanglewicz', written over the printed name and title.

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **6413340 CANADA INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Forty Thousand Dollars (\$40,000.00)** plus interest thereon at a rate of **5.00** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

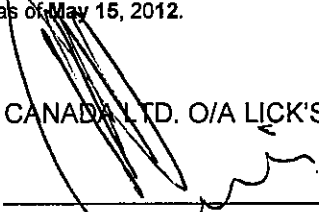
IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

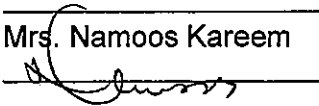
This clause
applies to
the Province
of Québec
only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of May 15, 2012.

7149816 CANADA LTD. O/A LICK'S RESTAURANT

By: 
Name: Mr. Abdul Alla Kareem
Title: _____

By: 
Name: Mrs. Namooos Kareem
Title: _____

® Registered trade-marks of Bank of Montreal

ENABLING RESOLUTION

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS
OF 7149816 CANADA LTD. O/A LICK'S RESTAURANT AT

TORONTO ON 15TH day of May, 2012.

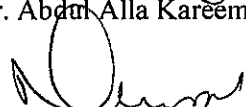
ON MOTION DULY MADE AND SECONDED IT WAS UNANIMOUSLY RESOLVED THAT:
THE COMPANY DO HEREBY GUARANTEE PAYMENT TO THE BANK OF MONTREAL
OF ALL PRESENT AND FUTURE DEBTS AND LIABILITIES NOW OR AT ANY TIME AND FROM
TIME TO TIME DUE OR OWING TO SAID BANK BY 6413340 CANADA INC
UP TO A LIMIT OF **FORTY THOUSAND CANADIAN DOLLARS**00/100**
(\$40,000.00). AT ANY ONE TIME, THE WHOLE IN THE TERMS SET OUT IN FORM L.F. 44
(GUARANTEE FOR THE INDEBTEDNESS OF A CORPORATION) OF THE BANK OF MONTREAL
SUBMITTED TO THIS MEETING, AND THAT THE UNDERSIGNED BE AND ARE HEREBY
AUTHORIZED TO SIGN AND EXECUTE SUCH FORM AND DELIVER THE SAME TO THE BANK
OF MONTREAL. I CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION
PASSED AT A MEETING OF THE BOARD OF DIRECTORS OF THE SAID COMPANY HELD AS
AFORESAID. AS WITNESS THE CORPORATE SEAL OF THE SAID COMPANY THIS

15TH DAY OF May, 2012.

7149816 CANADA LTD. O/A LICK'S RESTAURANT



Mr. Abdul Alla Kareem



Mrs. Namoos Kareem

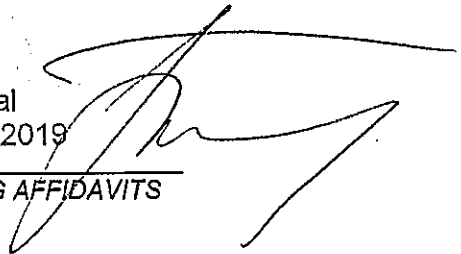
*This is **Exhibit "CC"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

**Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019**

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in black ink, appearing to be 'T. Palangiewicz', written over the printed name and title of the commissioner.

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 6413340 Canada Inc. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Sixty One Thousand Canadian Dollars \$61,000.00** plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Ontario and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).


IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.


It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause applies to the Province of Québec only

DATED as of December, 30, 2013.

7149816 Canada Ltd.

By: 
Name: Mr. Abdul Alla Kareem
Title: _____

By: 
Name: Mrs. Namooos Kareem
Title: _____

® Registered trade-marks of Bank of Montreal

ENABLING RESOLUTION

Extract from the minutes of the meeting of the board of directors of **7149816 Canada Ltd.** at **Shanty Bay, Township of Oro-Medonte, Ontario** on this **30** day of **Decemebr** , **2013** .

On motion duly made and seconded it was unanimously resolved that: The company does hereby guarantee payment to the Bank Of Montreal of all present and future debts and liabilities now or at any time and from time to time due or owing to said Bank by **6413340 Canada Inc.** up to a limit of **Sixty One Thousand Canadian Dollars (\$61,000.00)** at any one time, the whole in the terms set out in form **L.F.44 Guarantee for Indebtedness of an Incorporated Company** of the Bank Of Montreal submitted to this meeting, and that the undersigned be and are hereby authorized to sign and execute such form and deliver the same to the Bank of Montreal.

I certify that the foregoing is a true copy of a resolution passed at a meeting of the board of directors of the said company held as aforementioned.

As witness the corporate seal of the said company this **30** day of **December** , **2013**.

Per:

Name: Mr. Abdul Alla Kareem

Title: President

This is **Exhibit "DD"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018
Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:

1525 Highway 11 North, Shanty Bay, Ontario

List all premises and asset locations, by schedule, if necessary

2. The Debtor hereby:

Attach a schedule, if equipment is to be listed

- (a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto ;
- (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ;
- (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above ;
- (d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom ; and

(e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

- (a) the Debtor shall default under any of the Obligations;
- (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
- (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;
- (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be *bona fide* opposed by the Debtor;
- (e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral: 203

- (a) as a whole or in various lots;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

19. The Debtor acknowledges receipt of a copy of this agreement.

20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

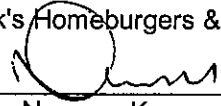
204

Insert date of execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on
____ 14 ____ day of January, 2011. (year)

To be signed by Debtor; if Debtor is a corporation ensure signatures are authorized and if Debtor is a corporation with a corporate seal, affix Corporate Seal; Debtor's name should be typed

7149816 Canada Inc. o/a
Lick's Homeburgers & Ice Cream


Per: Namoos Kareem
I have the authority to bind
the Corporation.

CORPORATE AUTHORIZING RESOLUTION

Required only for a corporation

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;
4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

205

To be completed
by Secretary or
other authorized
officer; insert
name of
corporation

I am the Secretary of 7149816 Canada Inc. o/a Lick's Homeburgers and Ice Cream and I hereby
certify that:

Insert
appropriate
date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board
of directors of the said Company on the 24 day of January, 2011; (year)

2. the attached Security Agreement is in the form of the draft security agreement referred to in the
resolution and has been duly and properly executed by the proper officers of the Company under its
corporate seal; and

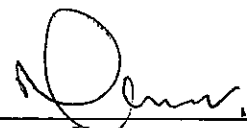
Use
applicable
clause

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a
quorum of the directors was present throughout the meeting, all the directors having received proper
notice of the meeting or waiving such notice in accordance with the by-laws of the Company

(or where applicable – the Company is subject to the *Business Corporations Act* of Ontario and
the resolution was consented to by the signatures of all the directors of the Company on the date
aforesaid in accordance with the *Business Corporations Act*.).

To be signed by
Secretary or other
authorized
officer; affix
corporate seal

seal



Namoos Kareem
I have the authority to bind
the Corporation..

*This is Exhibit "EE" referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018
Tatiana Palanglewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207103026.37

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(11024)

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

TYPE OF SEARCH : BUSINESS DEBTOR

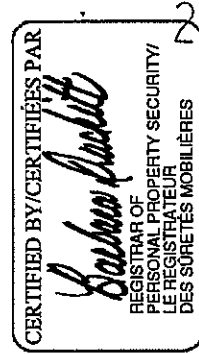
SEARCH CONDUCTED ON : 7149816 CANADA INC.

FILE CURRENCY : 06DEC 2017

ENQUIRY NUMBER 20171207103026.37 CONTAINS 5 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHATTONS LLP (LC) - LUCY CATERINA
5000 YONGE STREET, 10TH FLOOR
TORONTO ON M2N 7E9



CONTINUED... 2



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207103026.37

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY REGISTRY SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(11025)

BUSINESS DEBTOR
7149816 CANADA INC.
06DEC 2017

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
718991073

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20160727 0919 1530 3557 P PSA 3

02 DEBTOR FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 7149816 CANADA INC.
04 ADDRESS 1525 HIGHWAY 11 NORTH SHANTY BAY ONTARIO CORPORATION NO. L0L 2L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BANK OF MONTREAL
09 LEND CLAIANT ADDRESS 100 KING STREET WEST, FCP, 7TH FLOOR TORONTO ON M5X 1A1

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

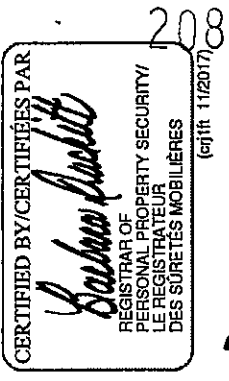
11 MOTOR WORKS
12 VEHICLE

13 GENERAL THIS IS A LATE RENEWAL OF REGISTRATION NO. 20110505 1416 1793 9105,
14 COLLATERAL FILE REFERENCE NO. 669619008.
15 DESCRIPTION

16 REGISTERING CHAITONS LLP (SD)
17 AGENT ADDRESS 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

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

CONTINUED... 3



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207103026.37

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(11026)

BUSINESS DEBTOR
SEARCH CONDUCTED ON
7149816 CANADA INC.
FILE CURRENCY
06DEC 2017

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
669619008

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20110505 1416 1793 9105 P PSSA 5

02 DEBTOR DATE OF BIRTH INITIAL SURNAME
03 NAME BUSINESS NAME 7149816 CANADA INC.
04 ADDRESS 1525 HIGHWAY 11 NORTH SHANTY BAY ONTARIO CORPORATION NO. P1B8C3

05 DEBTOR DATE OF BIRTH INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / BANK OF MONTREAL
09 LITEN CLAIMANT ADDRESS 100 KING STREET WEST TORONTO ON M5X1A1

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

11 MOTOR YEAR MAKE MODEL
12 VEHICLE

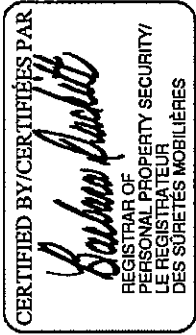
13 GENERAL GENERAL SECURITY AGREEMENT
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING GERALD NORMAN
17 AGENT ADDRESS 99 BAYFIELD STREET BARRIE ON L4M4Y5

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

CONTINUED...

4



209



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207103026.37

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(11027)

BUSINESS DEBTOR
7149816 CANADA INC.
06DEC 2017

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 1 20160324 1201 9011 2048

21 RECORDS FILE NUMBER 669619008

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL
05

23 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
24 DEBTOR/ BUSINESS NAME 7149816 CANADA INC. TRANSFEROR

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH
05 DEBTOR/
03/ TRANSFEREE
06 BUSINESS NAME
04/07 ADDRESS

02/ FIRST GIVEN NAME INITIAL SURNAME

29 ASSIGNOR
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
09 ADDRESS

ONTARIO CORPORATION NO.

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 ASSIGNING AGENT OR
17 SECURED PARTY/ ADDRESS

BMO BANK OF MONTREAL, SAMU, TR. 5193
100 KING ST. W. 7TH FL, FCP ATT.JOSIE TORONTO

ON M5X 1A1

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

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SURETÉS MOBILIÈRES
(en) 11/2017



RUN NUMBER : 341
RUN DATE : 2017/12/07
ID : 20171207103026.37

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

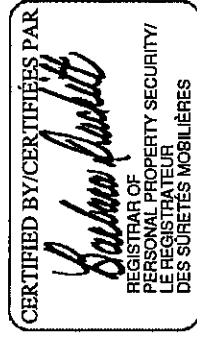
REPORT : PSSR060
PAGE : 5
(11028)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 7149816 CANADA INC.
FILE CURRENCY : 06DEC 2017

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
718991073	20160727 0919 1590 3557		
669619008	20110505 1416 1793 9105	20160324 1201 9011 2048	

3 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



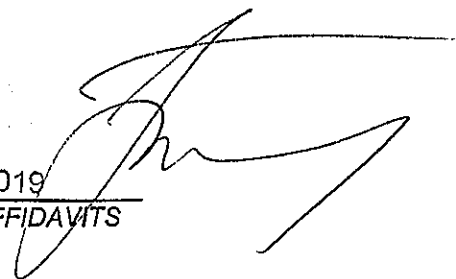
*This is **Exhibit "FF"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS





REPLY TO: GARY N. FELDMAN
 FILE NO.: 57590
 DIRECT: 416-218-1130
 FAX: 416-218-1830
 EMAIL: gary@chaitons.com

May 14, 2015

**VIA COURIER AND REGISTERED MAIL
 PERSONAL & CONFIDENTIAL**

Al-Cheragh International Corporation
 1525 Highway 11 North,
 Shanty Bay, ON L0L 2L0

Attention: Mr. Abdul Alla Kareem

Dear Mr. Kareem,

**Re: Bank of Montreal (the "Bank") loans to
 Al-Cheragh International Corporation (the "Company")**

We act as solicitors for the Bank. According to our client's records, the Company is indebted to the Bank as of May 13, 2015, in the amount of \$1,412,645.81, particulars of which are as follows:

<u>Loan Type</u>	<u>Principal</u>	<u>Interest</u>
Operating Demand Loan Loan No. 0379-1042-920 (Bank prime plus 3.00% per annum)	\$4,883.94	\$6.20
Fixed Rate Term Loan Loan No. 0379-6999-940 (Fixed rate 5.60% per annum)	\$1,405,161.82	\$2,593.85
TOTAL	\$1,410,045.76	\$2,600.05

Interest continues to accrue on the principal amounts aforementioned from May 14, 2015 to the date of payment at the rates of interest as set out above.

The indebtedness of the Company is secured by certain securities including a General Security Agreement dated January 24, 2011, a Charge/Mortgage of Land in the principal amount of \$1,725,000.00 registered against title to the property known municipally as 1525 Highway 11 North, Shanty Bay, ON (the "Property") on May 5, 2011, receipted as SC899724 and a Notice of Assignment of Rents-General registered against title to the Property on May 5, 2011, receipted as SC899725 (collectively, the "Security").

On behalf of the Bank, we hereby demand payment of the indebtedness of the Company pursuant to the Security and all other security held by the Bank from it as security for the



payment of its indebtedness, together with payment of interest thereon, any further principal advances and legal costs to the date of payment.

Payment is to be made forthwith.

In the event that payment in full is not made as required, the Bank will be obliged to take such proceedings as it considers necessary to recover payment of the indebtedness of the Company in full and to enforce its Security, which proceedings may involve the appointment of an agent or receiver and manager and enforcement of the mortgage security.

Enclosed please find our client's Notice of Intention to Enforce Security which is served on the Company pursuant to the provisions of the *Bankruptcy and Insolvency Act*.

Yours truly,
CHAITONS LLP



Gary N. Feldman
PARTNER

GNE/sd
Encl.

NOTICE OF INTENTION TO ENFORCE SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

TO: AL-CHERAGH INTERNATIONAL CORPORATION, an insolvent person,

Take notice that:

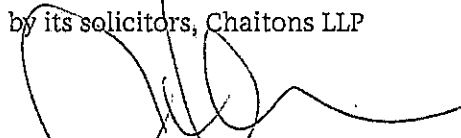
1. Bank of Montreal, a secured creditor, intends to enforce its security on the hereinafter described property of the insolvent person:

All assets, property and undertaking of Al-Cheragh International Corporation

2. The security that is to be enforced is in the form of a General Security Agreement dated January 24, 2011, a Charge/Mortgage of Land in the principal amount of \$1,725,000.00 registered against title to the property known municipally as 1525 Highway 11 North, Shanty Bay, ON (the "Property") on May 5, 2011, receipted as SC899724 and a Notice of Assignment of Rents-General registered against title to the Property on May 5, 2011, receipted as SC899725 (collectively, the "Security").
3. The total amount of indebtedness secured by the Security as at May 13, 2015 is \$1,605,066.46, plus costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 14th day of May, 2015.

BANK OF MONTREAL
by its solicitors, Chaitons LLP

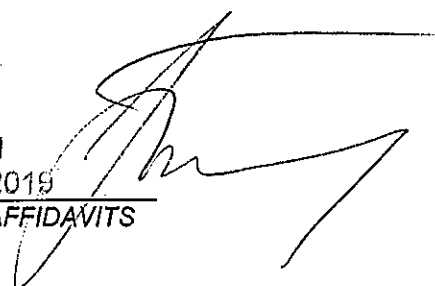


Gary N. Feldman

*This is Exhibit "GG" referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palanglewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in black ink, appearing to be 'T. Palanglewicz', written over the printed name and title.



REPLY TO: GARY N. FELDMAN
FILE NO.: 57590
DIRECT: 416-218-1130
FAX: 416-218-1830
EMAIL: gary@chaitons.com

May 14, 2015

**VIA COURIER AND REGISTERED MAIL
PERSONAL & CONFIDENTIAL**

6413340 Canada Inc.
1525 Highway 11 North,
Shanty Bay, ON L0L 2L0

Attention: Mr. Abdul Alla Kareem

Dear Mr. Kareem,

***Re: Bank of Montreal (the "Bank") loans to
6413340 Canada Inc. (the "Company")***

We act as solicitors for the Bank. According to our client's records, the Company is indebted to the Bank as of May 12, 2015, in the amount of \$192,420.65, particulars of which are as follows:

<u>Loan Type</u>	<u>Principal</u>	<u>Interest</u>
Operating Demand Loan Loan No. 0379-1042-138 (Bank prime plus 3.00% per annum)	\$52,838.30	\$115.07
Demand Loan Loan No. 0379-6999-633 (Bank prime plus 4.875% per annum)	\$109,189.97	\$277.31
Demand Loan Loan No. 0379-6999-553	\$30,000.00	-
TOTAL	\$192,028.27	\$392.38

Interest continues to accrue on the principal amounts aforementioned from May 13, 2015 to the date of payment at the rates of interest as set out above.

The indebtedness of the Company is secured by certain securities including a General Security Agreement dated January 24, 2011 (the "Security").

On behalf of the Bank, we hereby demand payment of the indebtedness of the Company pursuant to the Security and all other security held by the Bank from it as security for the payment of its indebtedness, together with payment of interest thereon, any further principal advances and legal costs to the date of payment.

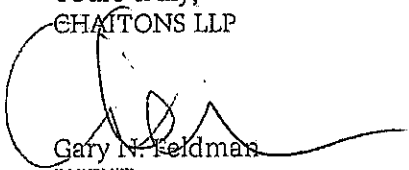


Payment is to be made forthwith.

In the event that payment in full is not made as required, the Bank will be obliged to take such proceedings as it considers necessary to recover payment of the indebtedness of the Company in full and to enforce its Security, which proceedings may involve the appointment of an agent or receiver and manager.

Enclosed please find our client's Notice of Intention to Enforce Security which is served on the Company pursuant to the provisions of the *Bankruptcy and Insolvency Act*.

Yours truly,
CHAITONS LLP



Gary N. Feldman
PARTNER

GNF/sd
Encl.

NOTICE OF INTENTION TO ENFORCE SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

TO: 6413340 CANADA INC., an insolvent person,

Take notice that:

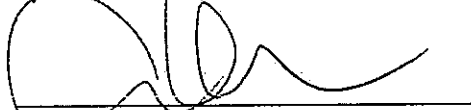
1. Bank of Montreal, a secured creditor, intends to enforce its security on the hereinafter described property of the insolvent person:

All assets, property and undertaking of 6413340 Canada Inc.

2. The security that is to be enforced is in the form of a General Security Agreement dated January 24, 2011 (the "Security").
3. The total amount of indebtedness secured by the Security as at May 12, 2015 is \$1,605,066.46, plus costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 14th day of May, 2015.

BANK OF MONTREAL
by its solicitors, Chaitons LLP



Gary N. Feldman

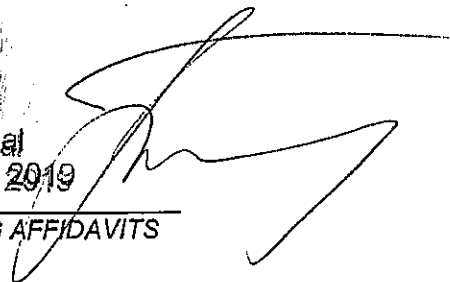
*This is **Exhibit "HH"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

**Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019**

A COMMISSIONER FOR TAKING AFFIDAVITS





REPLY TO: GARY N. FELDMAN
FILE NO.: 57590
DIRECT: 416-218-1130
FAX: 416-218-1830
EMAIL: gary@chaitons.com

May 14, 2015

**VIA REGISTERED AND REGULAR MAIL
PERSONAL & CONFIDENTIAL**

7149816 Canada Inc.
1525 Highway 11 North,
Shanty Bay, ON L0L 2L0

Attention: Mr. Abdul Alla Kareem

Dear Mr. Kareem,

**Re: Bank of Montreal (the "Bank") loans to
7149816 Canada Inc. (the "Company")**

We act as solicitors for the Bank. According to our client's records, the Company is indebted to the Bank as of May 12, 2015, in the amount of \$10,092.48, particulars of which are as follows:

<u>Loan Type</u>	<u>Principal</u>	<u>Interest</u>
Unauthorized Overdraft Account No. 0379-1042-058 (21.00% per annum)	\$10,020.70	\$71.78
TOTAL	\$10,020.70	\$71.78

Interest continues to accrue on the principal amount aforementioned from May 13, 2015 to the date of payment at the rate of interest as set out above.

The indebtedness of the Company is secured by certain securities including a General Security Agreement dated January 24, 2011 (the "Security").

On behalf of the Bank, we hereby demand payment of the indebtedness of the Company pursuant to the Security and all other security held by the Bank from it as security for the payment of its indebtedness, together with payment of interest thereon, any further principal advances and legal costs to the date of payment.

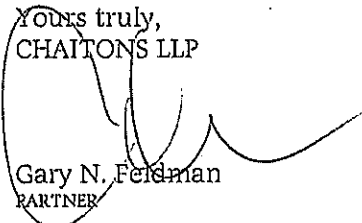
Payment is to be made forthwith.



In the event that payment in full is not made as required, the Bank will be obliged to take such proceedings as it considers necessary to recover payment of the indebtedness of the Company in full and to enforce its Security, which proceedings may involve the appointment of an agent or receiver and manager.

Enclosed please find our client's Notice of Intention to Enforce Security which is served on the Company pursuant to the provisions of the *Bankruptcy and Insolvency Act*.

Yours truly,
CHAITONS LLP


Gary N. Feldman
PARTNER

GNE/sd
Encl.

NOTICE OF INTENTION TO ENFORCE SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

TO: 7149816 CANADA INC., an insolvent person,

Take notice that:

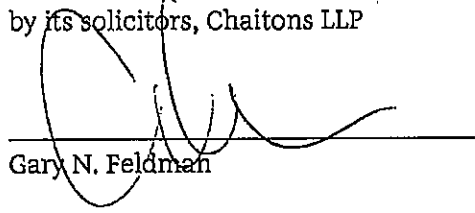
1. Bank of Montreal, a secured creditor, intends to enforce its security on the hereinafter described property of the insolvent person:

All assets, property and undertaking of 7149816 Canada Inc.

2. The security that is to be enforced is in the form of a General Security Agreement dated January 24, 2011 (the "Security").
3. The total amount of indebtedness secured by the Security as at May 12, 2015 is \$1,615,158.94, plus costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 14th day of May, 2015.

BANK OF MONTREAL
by its solicitors, Chaitons LLP



Gary N. Feldman

*This is **Exhibit "II"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS





REPLY TO: GARY N. FELDMAN
FILE NO.: 57590
DIRECT: 416-218-1130
FAX: 416-218-1830
EMAIL: gary@chaitons.com

May 14, 2015

**VIA REGISTERED AND REGULAR MAIL
PERSONAL & CONFIDENTIAL**

Al-Cheragh International Corporation
1525 Highway 11 North,
Shanty Bay, ON L0L 2L0

Attention: Mr. Abdul Alla Kareem, President

Dear Mr. Kareem,

**Re: *Indebtedness of 6413340 Canada Inc. (the "Company")
to the Bank of Montreal (the "Bank")***

We act as solicitors for the Bank and refer you to the written guarantees of Al-Cheragh International Corporation ("ACIC") whereby it guaranteed payment of the indebtedness and liability of the Company to the Bank. The particulars of the guarantees are as follows:

- 1) Guarantee dated January 24, 2011 in the principal amount of \$110,000.00 bearing interest at the rate of Bank prime plus 5.00% per annum from the date of demand for payment;
- 2) Guarantee dated May 15, 2012 in the principal amount of \$40,000.00 bearing interest at the rate of Bank prime plus 5.00% per annum from the date of demand for payment;
- 3) Guarantee dated December 30, 2013 in the principal amount of \$61,000.00 bearing interest at the rate of Bank prime plus 3.00% per annum from the date of demand for payment.

The guarantees are supported by a General Security Agreement dated January 24, 2011, a Charge/Mortgage of Land in the principal amount of \$1,725,000.00 registered against title to the property known municipally as 1525 Highway 11 North, Shanty Bay, ON (the "Property") on May 5, 2011, receipted as SC899724 and a Notice of Assignment of Rents-General registered against title to the Property on May 5, 2011, receipted as SC899725.

As of May 13, 2015, the Company is indebted to the Bank in the amount of \$192,420.65. Enclosed for your information is a copy of our demand letter upon the Company in connection with its indebtedness.



On behalf of the Bank, we hereby formally demand immediate payment of the sum of \$192,420.65 together with legal fees and interest which accrues thereon until the date of payment, at the rates as set out on the guarantees. Unless payment in full is remitted forthwith, legal proceedings may be commenced against ACIC without further notice, which may involve the appointment of an agent or receiver and manager and enforcement of the security.

Yours truly,
CHAITONS LLP

A handwritten signature in black ink, appearing to read "Gary N. Feldman", is written over the typed name and title.

Gary N. Feldman
PARTNER

GNF/sd
Encl.

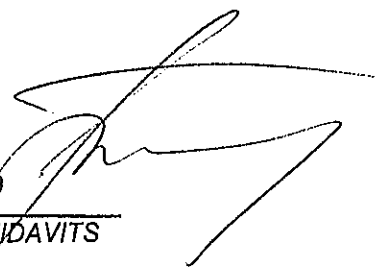
*This is **Exhibit "JJ"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS





REPLY TO: GARY N. FELDMAN
FILE NO.: 57590
DIRECT: 416-218-1130
FAX: 416-218-1830
EMAIL: gary@chaitons.com

May 14, 2015

**VIA REGISTERED AND REGULAR MAIL
PERSONAL & CONFIDENTIAL**

6413340 Canada Inc.
1525 Highway 11 North,
Shanty Bay, ON L0L 2L0

Attention: Mr. Abdul Alla Kareem, President

Dear Mr. Kareem,

**Re: *Indebtedness of Al-Chernagh International Corporation (the "Company")
to the Bank of Montreal (the "Bank")***

We act as solicitors for the Bank and refer you to the written guarantees of 6413340 Canada Inc. ("641") whereby it guaranteed payment of the indebtedness and liability of the Company to the Bank. The particulars of the guarantees are as follows:

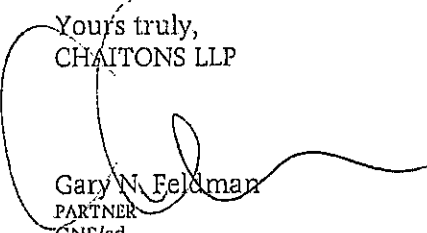
- 1) Guarantee dated January 24, 2011 in the principal amount of \$1,500,000.00 bearing interest at the rate of Bank prime plus 5.00% per annum from the date of demand for payment;
- 2) Guarantee dated March 23, 2011 in the principal amount of \$1,615,000.00 bearing interest at the rate of Bank prime plus 5.00% per annum from the date of demand for payment.

The guarantees are supported by a General Security Agreement dated January 24, 2011.

As of May 13, 2015, the Company is indebted to the Bank in the amount of \$1,412,645.81. Enclosed for your information is a copy of our demand letter upon the Company in connection with its indebtedness.

On behalf of the Bank, we hereby formally demand immediate payment of the sum of \$1,412,645.81 together with legal fees and interest which accrues thereon until the date of payment, at the rates as set out on the guarantees. Unless payment in full is remitted forthwith, legal proceedings may be commenced against 641 without further notice, which may involve the appointment of an agent or receiver and manager.

Yours truly,
CHAITONS LLP


Gary N. Feldman
PARTNER
GNF/sd
Encl.

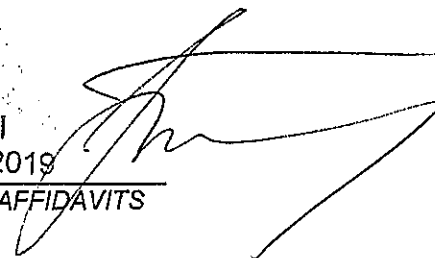
This is **Exhibit "KK"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS





REPLY TO: GARY N. FELDMAN
 FILE NO.: 57590
 DIRECT: 416-218-1130
 FAX: 416-218-1830
 EMAIL: gary@chaitons.com

May 14, 2015

**VIA REGISTERED AND REGULAR MAIL
 PERSONAL & CONFIDENTIAL**

7149816 Canada Inc.
 1525 Highway 11 North,
 Shanty Bay, ON L0L 2L0

Attention: Mr. Abdul Alla Kareem, President

Dear Mr. Kareem,

***Re: Indebtedness of Al-Chernagh International Corporation (the "Company")
 to the Bank of Montreal (the "Bank")***

We act as solicitors for the Bank and refer you to the written guarantees of 7149816 Canada Inc. ("714") whereby it guaranteed payment of the indebtedness and liability of the Company to the Bank. The particulars of the guarantees are as follows:

- 1) Guarantee dated January 24, 2011 in the principal amount of \$1,500,000.00 bearing interest at the rate of Bank prime plus 5.00% per annum from the date of demand for payment;
- 2) Guarantee dated March 23, 2011 in the principal amount of \$1,615,000.00 bearing interest at the rate of Bank prime plus 5.00% per annum from the date of demand for payment.

The guarantees are supported by a General Security Agreement dated January 24, 2011.

As of May 13, 2015, the Company is indebted to the Bank in the amount of \$1,412,645.81. Enclosed for your information is a copy of our demand letter upon the Company in connection with its indebtedness.

On behalf of the Bank, we hereby formally demand immediate payment of the sum of \$1,412,645.81 together with legal fees and interest which accrues thereon until the date of payment, at the rates as set out on the guarantees. Unless payment in full is remitted forthwith, legal proceedings may be commenced against 714 without further notice, which may involve the appointment of an agent or receiver and manager.

Yours truly,
 CHAITONS LLP

Gary N. Feldman
 PARTNER
 GNF/sd
 Encl.

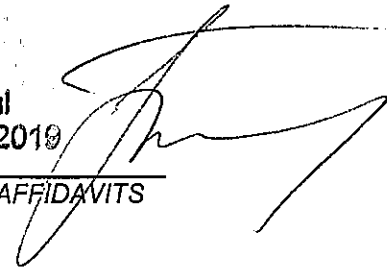
*This is **Exhibit "LL"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palanglewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9
www.chaitons.com



REPLY TO: GARY N. FELDMAN
FILE NO.: 57590
DIRECT: 416-218-1130
FAX: 416-218-1830
EMAIL: gary@chaitons.com

May 14, 2015

**VIA REGISTERED AND REGULAR MAIL
PERSONAL & CONFIDENTIAL**

7149816 Canada Inc.
1525 Highway 11 North,
Shanty Bay, ON L0L 2L0
Attention: Mr. Abdul Alla Kareem, President

Dear Mr. Kareem,

**Re: *Indebtedness of 6413340 Canada Inc. (the "Company")
to the Bank of Montreal (the "Bank")***

We act as solicitors for the Bank and refer you to the written guarantees of 7149816 Canada Inc. ("714") whereby it guaranteed payment of the indebtedness and liability of the Company to the Bank. The particulars of the guarantees are as follows:

- 1) Guarantee dated January 24, 2011 in the principal amount of \$110,000.00 bearing interest at the rate of Bank prime plus 5.00% per annum from the date of demand for payment;
- 2) Guarantee dated May 15, 2012 in the principal amount of \$40,000.00 bearing interest at the rate of Bank prime plus 5.00% per annum from the date of demand for payment;
- 3) Guarantee dated December 30, 2013 in the principal amount of \$61,000.00 bearing interest at the rate of Bank prime plus 3.00% per annum from the date of demand for payment.

The guarantees are supported by a General Security Agreement dated January 24, 2011.

As of May 13, 2015, the Company is indebted to the Bank in the amount of \$192,420.65. Enclosed for your information is a copy of our demand letter upon the Company in connection with its indebtedness.

On behalf of the Bank, we hereby formally demand immediate payment of the sum of \$192,420.65 together with legal fees and interest which accrues thereon until the date of payment, at the rates as set out on the guarantees. Unless payment in full is remitted forthwith, legal proceedings may be commenced against 714 without further notice, which may involve the appointment of an agent or receiver and manager.

Yours truly,
CHAITONS LLP

Gary N. Feldman
PARTNER

Doc#3335095v1

This is **Exhibit "MM"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palanglewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

Tax Profile

Township of Oro-Medonte 234

148 Line 7 South, Oro-Medonte ON L0L 2E0

Roll Number
4346-D10-007-02000-0000

Legal Description
CON 2 PT LOT A RP 51R6107
PARTS 1 & 2

Location
01526 HIGHWAY 11

AL-CHERAGH INTERNATIONAL
CORPORATION
329 JOHNSON ST
BARRIE ON L4M 7A2

Date	Reference Transaction	Type	Description	Amount	Balance		
		2012	2013	2014	2015	Totals	Deferred/Legal
	Levied	\$19,845.95	\$20,311.19	\$20,028.64	\$19,960.09		
	Owing	\$33,670.72	\$20,311.19	\$20,028.64	\$19,960.09	\$93,870.64	\$0.00
	Interest	\$12,880.40	\$6,213.64	\$3,138.29	\$375.54	\$22,607.87	\$0.00
	Totals	\$48,461.12	\$26,524.83	\$23,166.93	\$20,335.63	\$117,898.51	\$1,420.00

RAT - rec'd
June 17/15

This is **Exhibit "NN"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

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Al-Cheragh International Corporation
6413340 Canada Inc.
7149816 Canada Inc.
1525 Highway 11 North
Shanty Bay, ON L0L 2L0

June 24, 2015

Mr. Mike Siek
Bank of Montreal
First Canadian Place
100 King Street West
7th Floor
Toronto, ON M5X 1A1

Dear Mr. Siek:

**Re: Bank of Montreal (the "Bank") loans to
Al-Cheragh International Corporation ("ACIC"),
6413340 Canada Inc. ("641") and 7149816 Canada Inc. (714")
(collectively, the "Borrowers")**

We acknowledge receipt of the Bank's Notices of Intention to Enforce Security dated May 14, 2015 (collectively, the "Notices") and letters dated May 14, 2015 demanding payment of the indebtedness and liabilities of the Borrowers to the Bank.

We acknowledge that as at June 5, 2015 ACIC is indebted to the Bank in the amount of \$1,405,921.23 comprising \$1,404,843.44 for principal and \$1,077.79 for interest, particulars of which are as follows:

<u>Loan Type</u>	<u>Principal</u>	<u>Interest</u>
Operating Demand Loan Loan no. 0379-1042-920 (Bank prime plus 3.00% per annum)	\$4,093.49	\$3.24
Fixed Rate Term Loan Loan No. 0379-6999-940 (Fixed rate 5.80% per annum)	\$1,400,749.95	\$1,074.55
TOTAL	\$1,404,843.44	\$1,077.79

We further acknowledge that interest continues to accrue on the loans from June 6, 2015 to the date of payment at the rates set out above.

The amount of \$1,405,921.23 together with any further advances and additional interest accruing from June 6, 2015 and fees and costs actually incurred to the date of payment, is hereinafter collectively referred to as the "ACIC Indebtedness".

We confirm that we do not dispute ACIC's liability to pay the sums demanded of it on any basis whatsoever and that ACIC has no claim for setoff, counterclaim or damages on any basis whatsoever against the Bank. If there are any claims for setoff, counterclaim or damages, they are hereby expressly released and discharged.

We confirm that as security for ACIC's indebtedness to the Bank, the Bank holds, *inter alia*, a general security agreement from ACIC dated January 24, 2011, a Charge/Mortgage of Land in the principal amount of \$1,725,000.00 registered against title to the property known municipally as 1525 Highway 11 North, Shanty Bay, ON (the "Property") on May 5, 2011, receipted as SC899724 and a Notice of Assignment of Rents-General registered against title to the Property on May 5, 2011, receipted as SC899725 (collectively, the "ACIC Security"). We confirm that the ACIC Security has not been discharged, waived or varied, that it is binding upon ACIC and that it is valid and enforceable in accordance with its written terms.

641, 714, Abdul Alla Kareem ("Abdul") and Namoos Kareem ("Namoos") (the "ACIC Guarantors") acknowledge that the Bank holds from them the following guarantees of the indebtedness and liabilities of ACIC:

- (i) guarantee from 641 dated January 24, 2011 limited to the principal amount of \$1,500,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment;
- (ii) guarantee from 641 dated March 23, 2011 limited to the principal amount of \$1,615,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment;

The 641 guarantees are supported by a General Security Agreement dated January 24, 2011.

- (iii) guarantee from 714 dated January 24, 2011 limited to the principal amount of \$1,500,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment;
- (iv) guarantee from 714 dated March 23, 2011 limited to the principal amount of \$1,615,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment;

The 714 guarantees are supported by a General Security Agreement dated January 24, 2011.

- (v) joint and several guarantee from Abdul and Namoos dated January 24, 2011 limited to the principal amount of \$1,500,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment;
- (vi) joint and several guarantee from Abdul and Namoos dated March 23, 2011 limited to the principal amount of \$1,615,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment.

The ACIC Guarantors confirm that their guarantees have not been released, waived or varied, that they are binding upon them and that they are valid and enforceable against them in accordance with their written terms.

The ACIC Guarantors confirm that they do not dispute their liability pursuant to their guarantees and that they do not have any claim for setoff, counterclaim or damages on any basis whatsoever against the Bank. If there are any claims for setoff, counterclaim or damages, they are hereby expressly released and discharged.

We acknowledge that as at June 5, 2015 641 is indebted to the Bank in the amount of \$192,890.93 comprising \$188,933.11 for principal and \$3,957.82 for interest, particulars of which are as follows:

<u>Loan Type</u>	<u>Principal</u>	<u>Interest</u>
Demand Loan Loan No. 0379-6999-465 (Bank prime plus 3.00% per annum)	\$49,743.14	\$1,075.04
Demand Loan Loan No. 0379-6999-633 (Bank prime plus 4.875% per annum)	\$109,189.97	\$2,882.78
Letter of Credit Loan No. 0379-6999-553	\$30,000.00	-
TOTAL	\$188,933.11	\$3,957.82

We further acknowledge that interest continues to accrue on the loans from June 6, 2015 to the date of payment at the rates set out above.

The amount of \$192,890.93 together with any further advances and additional interest accruing from June 6, 2015 and fees and costs actually incurred to the date of payment, is hereinafter collectively referred to as the "641 Indebtedness".

We confirm that we do not dispute 641's liability to pay the sums demanded of it on any basis whatsoever and that 641 has no claim for setoff, counterclaim or damages on any basis whatsoever against the Bank. If there are any claims for setoff, counterclaim or damages, they are hereby expressly released and discharged.

We confirm that as security for 641's indebtedness to the Bank, the Bank holds, *inter alia*, a general security agreement from 641 dated January 24, 2011, (the "641 Security"). We confirm that the 641 Security has not been discharged, waived or varied, that it is binding upon 641 and that it is valid and enforceable in accordance with its written terms.

ACIC, 714, Abdul and Namooos (the "641 Guarantors") acknowledge that the Bank holds from them the following guarantees of the indebtedness and liabilities of 641:

- (i) guarantee from ACIC dated January 24, 2011 limited to the principal amount of \$110,000.00 with interest thereon at the rate of Bank prime plus 5.00% per

annum, from the date of demand for payment;

- (ii) guarantee from ACIC dated May 15, 2012 limited to the principal amount of \$40,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment;
- (iii) guarantee from ACIC dated December 30, 2013 limited to the principal amount of \$61,000.00 with interest thereon at the rate of Bank prime plus 3.00% per annum, from the date of demand for payment;

The ACIC guarantees are supported by a General Security Agreement dated January 24, 2011, a Charge/Mortgage of Land in the principal amount of \$1,725,000.00 registered against title to the Property on May 5, 2011, receipted as SC899724 and a Notice of Assignment of Rents-General registered against title to the Property on May 5, 2011, receipted as SC899725.

- (iv) guarantee from 714 dated January 24, 2011 limited to the principal amount of \$110,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment;
- (v) guarantee from 714 dated May 15, 2012 limited to the principal amount of \$40,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment;
- (vi) guarantee from 714 dated December 30, 2013 limited to the principal amount of \$61,000.00 with interest thereon at the rate of Bank prime plus 3.00% per annum from the date of demand for payment;

The 714 guarantees are supported by a General Security Agreement dated January 24, 2011.

- (vii) joint and several guarantee from Abdul and Namoos dated January 24, 2011 limited to the principal amount of \$110,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment;
- (viii) joint and several guarantee from Abdul and Namoos dated March 7, 2012 limited to the principal amount of \$125,000.00 with interest thereon at the rate of Bank prime plus 3.00% per annum, from the date of demand for payment;
- (ix) joint and several guarantee from Abdul and Namoos dated May 15, 2012 limited to the principal amount of \$24,000.00 with interest thereon at the rate of Bank prime plus 5.00% per annum, from the date of demand for payment;
- (x) joint and several guarantee from Abdul and Namoos dated October 22, 2013 limited to the principal amount of \$125,000.00 with interest thereon at the rate of Bank prime plus 3.00% per annum, from the date of demand for payment;
- (xi) joint and several guarantee from Abdul and Namoos dated December 30, 2013 limited to the principal amount of \$61,000.00 with interest thereon at the rate of Bank prime plus 3.00% per annum, from the date of demand for payment;

- (xii) joint and several guarantee from Abdul and Namooos dated January 10, 2014 limited to the principal amount of \$16,000.00 with interest thereon at the rate of Bank prime plus 3.00% per annum, from the date of demand for payment.

The 641 Guarantors confirm that their guarantees have not been released, waived or varied, that they are binding upon them and that they are valid and enforceable against them in accordance with their written terms.

The 641 Guarantors confirm that they do not dispute their liability pursuant to their guarantees and that they do not have any claim for setoff, counterclaim or damages on any basis whatsoever against the Bank. If there are any claims for setoff, counterclaim or damages, they are hereby expressly released and discharged.

We acknowledge that as at June 5, 2015, 714 is indebted to the Bank in the amount of \$8,440.84 comprising \$8,416.38 for principal and \$24.46 for interest, particulars of which are as follows:

<u>Loan Type</u>	<u>Principal</u>	<u>Interest</u>
Unauthorized Overdraft Account No. 0379-1042-058 (21.00% per annum)	\$8,416.38	\$24.46
TOTAL	\$8,416.38	\$24.46

We further acknowledge that interest continues to accrue from June 6, 2015 to the date of payment at the rate set out above.

The amount of \$8,440.84 together with any further advances and additional interest accruing from June 6, 2015 and fees and costs actually incurred to the date of payment, is hereinafter collectively referred to as the "714 Indebtedness".

We confirm that we do not dispute 714's liability to pay the sums demanded of it on any basis whatsoever and that 714 has no claim for setoff, counterclaim or damages on any basis whatsoever against the Bank. If there are any claims for setoff, counterclaim or damages, they are hereby expressly released and discharged.

We confirm that as security for 714's indebtedness to the Bank, the Bank holds, *inter alia*, a general security agreement from 714 dated January 24, 2011, (the "714 Security"). We confirm that the 714 Security has not been discharged, waived or varied, that it is binding upon 714 and that it is valid and enforceable in accordance with its written terms.

We do not request that the Bank withdraw the demands for payment or the Notices. However, we request that the Bank forbear until March 31, 2016 (the "Forbearance Period") from taking steps to recover payment of the ACIC Indebtedness, the 641 Indebtedness and the 714 Indebtedness or from enforcing the ACIC Security, the 641 Security and the 714 Security. In consideration of the Bank's forbearance, we undertake, agree, acknowledge and confirm as follows:

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- (a) to continue to make all principal and interest payments monthly in accordance with existing arrangements;
- (b) to remit, as and when required, all current amounts required to be deducted or withheld and remitted under the *Income Tax Act (Canada)*, *Excise Tax Act*, *Harmonized Sales Tax (Ontario)*, *Employment Standards Act* and any other claims which, if unpaid, would rank in priority to the Security. Without limiting the generality of the foregoing, these payments are not intended to include 641's outstanding HST liability which is the subject of ongoing discussions and negotiations with Canada Revenue Agency;
- (c) neither the Borrowers nor Guarantors shall attempt to sell or dispose of any of the Borrowers' assets, other than in the ordinary course of business without the prior written consent of the Bank;
- (d) to repay to the Bank on or before Wednesday, July 15, 2015, 714's unauthorized overdraft inclusive of accrued interest;
- (e) the Borrowers acknowledge and confirm that as at June 22, 2015 realty tax arrears on the Property amount to \$117,898.51. The Borrowers also acknowledge and confirm that on December 24, 2014, the Corporation of the Township of Oro-Medonte ("Oro") registered a tax arrears certificate against title to the Property. The Borrowers cannot pay the tax arrears in full but acknowledge and confirm that ACIC is forthwith entering into an agreement with Oro substantially in accordance with the draft agreement attached hereto as "Schedule B". ACIC will forward to the Bank a fully executed copy of the agreement prior to July 31, 2015 and undertakes to make the monthly payments to Oro in accordance with the terms and conditions of the agreement;
- (f) it is the intention of ACIC and 641 to obtain alternate financing and/or market the Property and business for sale. In the event ACIC and 641 fail to provide to the Bank on or before February 15, 2016, a firm, binding and unconditional commitment for financing from a lender acceptable to the Bank in an amount sufficient to repay the Indebtedness on or before the expiry of the Forbearance Period, or a firm, binding and unconditional agreement of purchase and sale in an amount sufficient to repay the Indebtedness on or before the expiry of the Forbearance Period, the Bank shall be at liberty to issue a Notice of Sale Under Charge in respect of its charge registered against title to the Property and to obtain at least one AACI appraisal;
- (g) during the Forbearance Period, we will continue to maintain and keep the Property in a good state of repair and shall ensure that all realty taxes continue to be kept current and paid on a timely basis when due and owing;
- (h) to forthwith provide to the Bank a copy of the insurance policy on the Property showing the Bank's interest as first loss payee;
- (i) the Borrowers will forthwith provide to the Bank copies of any financing commitments received by them in the event of a refinancing or a copy of the MLS listing agreement together with written monthly updates on their progress, copies of any appraisals obtained by them and copies of any offers received by them in the event they decide to list the Property and/or business for sale;

- (j) to pay to the Bank the sum of \$22,500.00 as an application fee for this request to forbear, \$7,500.00 earned now, \$7,500.00 earned September 30th and \$7,500.00 earned November 30th which amounts are to be added to the Indebtedness and paid on the earlier of repayment of the Indebtedness or March 31, 2016.

We further acknowledge and confirm that any one or more of the following events shall constitute an event of default ("Event of Default") under this forbearance agreement:

- (a) if either of ACIC or 641 defaults in the observance or performance of any covenant, agreement or undertaking contained in this forbearance agreement, the Security or any other agreement between them and the Bank;
- (b) if either of ACIC or 641 ceases to carry on business, makes an assignment for the benefit of creditors, files an assignment in bankruptcy or makes a proposal under the *Bankruptcy and Insolvency Act*; an application in bankruptcy is issued or either of ACIC or 641 are adjudicated insolvent or bankrupt; either of ACIC or 641 applies to any tribunal for the appointment of a receiver, trustee or similar liquidator; if any proceeding is commenced relating to it or to any portion of its property under any law relating to reorganization, arrangement or readjustment of debt, dissolution, winding-up or similar law; or if a receiver, trustee, manager, consultant, liquidator, agent or other similar party is appointed in respect of its property or any part thereof;
- (c) if any person takes possession of any property of either of ACIC or 641 by way of or in contemplation of enforcement of security, or a distress, execution or similar process is levied or enforced against any such property;
- (d) if an execution or any other process of any court is enforced against either of ACIC or 641 or if a distress, lease termination or analogous process is levied upon the property of either of ACIC or 641 or any part thereof;
- (e) the Bank determines, acting reasonably, that a material adverse change has occurred during the Forbearance Period in respect of the operations, business, financial condition or affairs of either of ACIC or 641;
- (f) failure to repay the ACIC Indebtedness, the 641 Indebtedness and/or the 714 Indebtedness (individually and collectively, the "Indebtedness") on or before the expiration of the Forbearance Period.



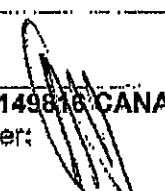
Upon the occurrence of an Event of Default: (i) the Indebtedness shall, at the option of the Bank, become immediately due and payable; (ii) interest thereon shall be due and payable from such date at the rate applicable to the Indebtedness to the actual date of payment; and (iii) the ACIC Security, the 641 Security and the 714 Security shall, at the option of the Bank, become enforceable without further notice in accordance with its terms.

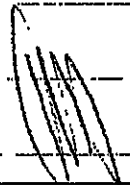

We agree and consent to the making of a bankruptcy order and appointment of a receiver and manager of the assets, property and undertaking of the Borrowers and agree to forthwith execute and deliver to the Bank written consents in the form annexed hereto as Schedule "A" which consents are to be held by the Bank's solicitors in escrow until the occurrence of an Event of Default.

We further agree to pay all reasonable costs and expenses whether incurred before or after the date hereof of the Bank including, without limitation, all legal fees and disbursements incurred in connection with the preparation, negotiation and enforcement of this forbearance agreement. The Bank is hereby expressly authorized to debit ACIC's or 641's account at the Bank for payment of all of the aforementioned costs including the \$25,000.00 application fee.

We further acknowledge and agree that your actual forbearance shall be good and sufficient consideration for the contents hereof. The ACIC Guarantors, the 641 Guarantors and the 714 Guarantors have joined in this request for forbearance and acknowledge that your actual forbearance will not in any way affect their liability to the Bank.

This Agreement may be executed in counterparts and by facsimile transmission or email in PDF format, and each counterpart when so executed and delivered by facsimile transmission or email in PDF format shall be deemed an original and such counterparts when taken together shall constitute one and the same instrument.

DATED at		this 3 rd day of June, 2015.
		AL-CHERASH INTERNATIONAL CORPORATION Per:  Abdul Alla Kareem, President I have the authority to bind the Company
		6413345 CANADA INC. Per:  Abdul Alla Kareem, President I have the authority to bind the Company
		7149816 CANADA INC. Per:  Abdul Alla Kareem, President I have the authority to bind the Company

		
Witness:		ABDUL ALLA KAREEM
		
Witness:		NAMOOOS KAREEM
<p>BANK OF MONTREAL hereby acknowledges receipt of this request for forbearance and agrees to the terms and provisions contained herein.</p>		
<p>DATED at Toronto this 3rd day of June, 2015.</p>		
		BANK OF MONTREAL
		Per:
		Mike Siek, Account Manager
		I have authority to bind the Bank

Witness:

ABDUL ALLA KAREEM

Witness:

NAMOOS KAREEM

BANK OF MONTREAL hereby acknowledges receipt of this request for forbearance and agrees to the terms and provisions contained herein.

DATED at Toronto this 31st day of June, 2015.

BANK OF MONTREAL

Per:

Mike Sisk,
Account Manager

I have authority to bind the Bank

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF 7149816 CANADA
INC., a company incorporated under the laws of the Province
of Ontario, carrying on business in the Township of Oro-
Medonte, in the Province of Ontario.**

CONSENT

7149816 Canada Inc. hereby consents to the immediate making of a Bankruptcy Order
in respect of its property.

DATED at

this 3rd day of June, 2015.

7149816 CANADA INC.

Per:



Abdul Alla Kareem,
President

I have the authority to bind the Company

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CONSENT

TO: BANK OF MONTREAL

7149816 Canada Inc. hereby consents to the appointment of a Receiver and Manager pursuant to the General Security Agreement dated January 24, 2011.

DATED at this 3rd day of June, 2015.

7149816 CANADA INC.

Per:



Abdul Alla Kareem,
President

I have the authority to bind the Company

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF 6413340 CANADA
INC., a company incorporated under the laws of the Province
of Ontario, carrying on business in the Township of Oro-
Medonte, in the Province of Ontario.**

CONSENT

6413340 Canada Inc. hereby consents to the immediate making of a Bankruptcy Order
in respect of its property.

DATED at this 30th day of June, 2015.

6413340 CANADA INC.

Per:



Abdul Alla Kareem,
President

I have the authority to bind the Company

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CONSENT

TO: **BANK OF MONTREAL**

6413340 Canada Inc. hereby consents to the appointment of a Receiver and Manager pursuant to the General Security Agreement dated January 24, 2011.

DATED at this 30th day of June, 2015.

6413340 CANADA INC.

Per:



Abdul Alla Kareem,
President

I have the authority to bind the Company

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ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF AL-CHERAGH
INTERNATIONAL CORPORATION, a company incorporated
under the laws of the Province of Ontario, carrying on
business in the Township of Oro-Medonte, in the Province of
Ontario.

CONSENT

Al-Cheragh International Corporation hereby consents to the immediate making of a
Bankruptcy Order in respect of its property.

DATED at this 30th day of June, 2015.

AL-CHERAGH INTERNATIONAL
CORPORATION

Per:


Abdul Alla Kareem,
President

I have the authority to bind the Company

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SCHEDULE "A"

CONSENT

TO: BANK OF MONTREAL

Al-Cheragh International Corporation hereby consents to the appointment of a Receiver and Manager pursuant to the General Security Agreement dated January 24, 2011.

DATED at this 30th day of June, 2015.

**AL-CHERAGH INTERNATIONAL
CORPORATION**

Per:



Abdul Alla Kareem,
President

I have the authority to bind the Company

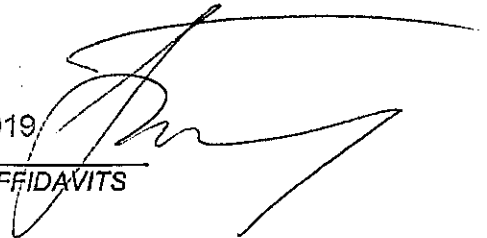
*This is **Exhibit "OO"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



The Corporation of the Township of Oro-Medonte

This agreement made in triplicate the 15th day of July 2015.

Between

The Corporation of the Township of Oro-Medonte
Hereinafter called the "Corporation"

and

AI-Cheragh International
Hereinafter called the "Owner"

Whereas the owner is the owner of the land in the Township of Oro-Medonte described as CON 2 PT LOT A RP51R6107 PARTS 1 & 2, Roll number 4346 010 007 02000.

And Whereas the said land is in arrears of taxes on the 22nd day of June, 2015 in the amount of \$117,898.51 and a tax arrears certificate was registered in the Registry Office on the 21st day of December, 2014 in respect of the said land.

And Whereas pursuant to Section 378 of the Municipal Act, 2001, S.O. 2001, C.25 as amended a municipality may authorize an extension agreement be entered into by the Corporation with the landowner to extend the period of time in which the cancellation price in respect to the said land is to be paid.

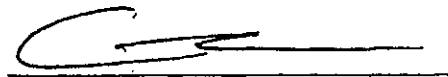
Now therefore this agreement witnesseth that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

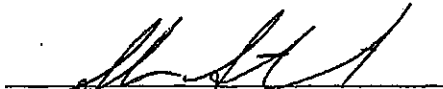
1. The Owner agrees to pay to the Corporation the sum of \$3,000.00 (three thousand dollars) monthly, commencing on the 30th day of September, 2015 to and including the 30th day of September, 2019.
2. In addition to paying the amounts provided for in Clause 1, the Owner agrees to pay all taxes levied on the land as they become due during the tenor of this Agreement.
3. Notwithstanding any of the provisions of this Agreement, the Municipal Act, 2001, S.O. 2001, C.25, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer and the collector of taxes of the Corporation, without waiving the statutory rights and powers of the municipality or of the Treasurer, shall not enforce collections of such tax payments, except as set out in Clauses 1 and 2, during the time the Agreement is in force so long as the Owner is not in default hereunder.
4. In the event the Owner defaults in any payments required by this Agreement, this Agreement upon notice being given to the Owner by the Corporation, shall be terminated and the Owner shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner.
5. Immediately upon the Owner making all the payments required under paragraphs 1 and 2, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect of the said land.
6. Notwithstanding the provisions of paragraphs 1 and 2, the Owner and any other person may at any time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.

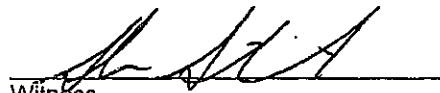
7. This Agreement shall extend to and be binding upon and ensure to the benefit of the Parties and to their respective heirs, successors and assigns.
8. If any paragraph or part of paragraphs in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.
9. Any notice required to be given to the Owners hereunder shall be sufficiently given if sent by registered post to the Owners at the following address:


8104 8th Line
Essa ON
L0M 1T0

Signed, and delivered in the presences of


Witness


Deputy Treasurer, Shannon Stewart


Witness
Deputy Treasurer, Shannon Stewart


Owner, Al-Cheragh International
Abdul Alla

I have the authority to bind the
Corporation

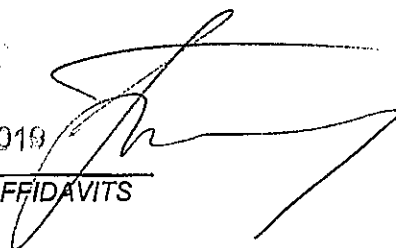
*This is **Exhibit "PP"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



FINANCIAL STATEMENTS

6413340 CANADA INC

AS AT
June 19, 2015

INDEX

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Retained Earnings	4
Income Statement	5
Notes	6



Tax Plan
Tax was never so easy before

2355 Derry Road E, Unit # 46, Mississauga, ON L5S 1V6

T : (905) 461-4949 || F : (905) 677-6423



Tax Plan
Tax was never so easy before

2355 Derry Road E, Unit # 46, Mississauga, ON L5S 1V6

T : (905) 461-4949 || F : (905) 677-6423

NOTICE TO READER

On the basis of information provided by the management, I have compiled the
Balance Sheet of **6413340 CANADA INC**
as at **June 19, 2015**, income statement & retained earnings
for the year then ended.

I have not performed an audit or a review engagement in respect of these financial
statement and accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their
purpose.

Mississauga, ON
March 16, 2016

Shammi Chhibber
C.G.A. (Canada) | C.P.A. (USA) | C.A. (India)
Taxplan - A Complete Tax Solutions Inc.
2355, Derry Road E, Unit # 46,
Mississauga, ON L5S 1V6

6413340 CANADA INC

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BALANCE SHEET AS AT June 19, 2015

	YEAR 2015	YEAR 2014
ASSETS		
Current Assets		
Cash	\$ 761.00	\$ 1,933.00
Inventory of goods for sale	\$ 161,500.00	\$ 161,500.00
Due from shareholder(s)/director(s)	\$ 24,767.00	\$ 0.00
Investment in joint venture(s)/partnership(s)	\$ 15,297.00	\$ 15,297.00
Due from joint venture(s)/partnership(s)	\$ 2,258.00	\$ 0.00
Total Current Assets	\$ 204,583.00	\$ 178,730.00
Capital Assets		
Tangible Capital Assets		
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Accumulated amortization on Tangible Capital Assets		
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Total Tangible Capital Assets	\$ 0.00	\$ 0.00
Intangible Capital Assets		
Incorporation costs	\$ 500.00	\$ 500.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Accumulated amortization on Intangible Capital Assets		
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Total Intangible Capital Assets	\$ 500.00	\$ 500.00
Total Assets	\$ 205,083.00	\$ 179,230.00
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current Liabilities		
Bank overdraft	\$ 56,000.00	\$ 50,852.00
Management fees payable	\$ 0.00	\$ 20,000.00
Loans from Canadian banks	\$ 109,189.00	\$ 121,970.00
Due to joint venture(s)/partnership(s)	\$ 13,500.00	\$ 2,809.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Total Current Liabilities	\$ 178,689.00	\$ 195,631.00
Long-term Liabilities		
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Total long-term Liabilities	\$ 0.00	\$ 0.00
Shareholder's Equity		
Common shares	\$ 100.00	\$ 100.00
Retained earnings/deficit (from Item 3849)	\$ 26,294.00	-\$ 16,501.00
	\$ 0.00	\$ 0.00
Total Shareholder's Equity	\$ 26,394.00	-\$ 16,401.00
Total Liabilities	\$ 205,083.00	\$ 179,230.00

See the accompanying notes to these financial statements
(Unaudited - See Notice to Reader)

6413340 CANADA INC

RETAINED EARNINGS AS AT June 19, 2015

	YEAR 2015	YEAR 2014
RETAINED EARNINGS, BEGINNING OF THE YEAR	-\$ 16,501.00	-\$ 15,090.00
(+) Net Income	\$ 38,033.00	-\$ 1,411.00
(-) Declared Dividends	\$ 0.00	\$ 0.00
RETAINED EARNINGS, END OF THE YEAR	<u>\$ 21,532.00</u>	<u>-\$ 16,501.00</u>

6413340 CANADA INC

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INCOME STATEMENT AS AT June 19, 2015

	YEAR 2015	YEAR 2014
SALES	\$ 793,634.00	\$ 2,033,738.00
Cost of Sales		
Cost of sales	\$ 696,266.00	\$ 1,957,666.00
	\$ 0.00	\$ 0.00
Total Cost of Sales	\$ 696,266.00	\$ 1,957,666.00
Gross Profit	\$ 97,368.00	\$ 76,072.00
Operating Expenses		
Advertising and promotion	\$ 0.00	\$ 5,000.00
Insurance	\$ 423.00	\$ 0.00
Interest on short-term debt	\$ 10,234.00	\$ 13,582.00
Bank charges	\$ 5,651.00	\$ 2,218.00
Credit card charges	\$ 0.00	\$ 2,860.00
Business taxes, licences, and memberships	\$ 0.00	\$ 170.00
Office expenses	\$ 0.00	\$ 1,406.00
Accounting fees	\$ 2,500.00	\$ 2,500.00
Repairs and maintenance	\$ 500.00	\$ 16,809.00
Management salaries	\$ 24,000.00	\$ 24,000.00
Electricity	\$ 10,373.00	\$ 6,500.00
Telephone and telecommunications	\$ 892.00	\$ 1,261.00
Vehicle expenses	\$ 0.00	\$ 1,177.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
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	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Total Operating Expenses	\$ 54,573.00	\$ 77,483.00
Total Expenses	\$ 54,573.00	\$ 77,483.00
Net Income before Income Tax	\$ 42,795.00	-\$ 1,411.00
Income Tax Paid	\$ 4,762.00	\$ 0.00
NET INCOME	\$ 38,033.00	-\$ 1,411.00

6413340 CANADA INC

NOTES AS AT June 19, 2015

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. CAPITAL ASSETS

Capital Assets are classified as follows:

	Year 2015		Year 2014	
	Cost	Accumulated Amortization	Cost	Accumulated Amortization
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Net Book Value		\$ 0.00		\$ 0.00

2. ADVANCES FROM SHAREHOLDERS

Shareholder's advances are unsecured, non-interest bearing and have no specific terms of repayment.

3. SHARE CAPITAL

The company is incorporated under the Ontario Business Corporations Act, 1990 and in accordance with the article of association. The company is entitle to issue unlimited shares.

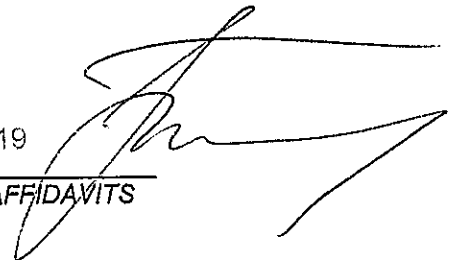
*This is **Exhibit "QQ"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in black ink, appearing to be 'T. Palangiewicz', written over a horizontal line.

**Al-Cheragh International Corporation
- And -**

6413340 Canada Inc.
1525 Highway 11 North
Shanty Bay, ON L0L 2L0

May 18, 2016

Bank of Montreal
First Canadian Place
100 King Street West
7th Floor, P.O. Box 1
Toronto, Ontario
M6X 1A1

Attention: Mr. Slek
Account Manager

Dear Sir:

**Re: Bank of Montreal (the "Bank") loans to
Al-Cheragh International Corporation ("ACIC") and
6413340 Canada Inc. ("641") (collectively, the "Borrowers")**

We refer to the forbearance letter agreement dated June 24, 2015 between the Borrowers and the Bank (the "Forbearance Agreement") whereby the Bank agreed to forbear until March 31, 2016 from taking steps to recover payment of the indebtedness described below or from enforcing the Bank's security as more particularly set out in the Forbearance Agreement. Capitalized terms have the same meaning as set out in the Forbearance Agreement.

We acknowledge that as at May 17, 2016, the ACIC Indebtedness is \$1,366,880.58 comprising \$1,363,353.51 for principal and \$3,527.07 for interest, plus costs and the 641 Indebtedness is \$243,014.82 comprising \$225,853.34 for principal and \$17,161.48 for interest, plus costs.

The combined amount of \$1,609,895.40 comprising the ACIC Indebtedness and the 641 Indebtedness, together with additional interest accruing from May 18, 2016 and costs actually incurred to the date of payment is hereinafter referred to as the "Indebtedness".

We hereby request that the Bank extend the forbearance period in respect of the Indebtedness to November 30, 2016. In consideration of the Bank's agreement to the foregoing, we hereby undertake, acknowledge, confirm and agree as follows:

- (a) as at the date hereof, realty tax arrears on the Property amount to approximately \$130,000.00. The Borrowers acknowledge that they are in default of the agreement with Oro dated July 15, 2015 (the "Tax Agreement") to make monthly payments in the amount of \$3,000.00. Recent discussions with Oro have culminated in renewed payments under the Tax Agreement and ACIC undertakes to continue making monthly payments to Oro in

- 2 -

- accordance with the provisions of the Tax Agreement and any revisions thereto;
- (b) if the Borrowers have not entered into a binding agreement of purchase and sale by July 15, 2016, the MLS listing price for the Property will immediately thereupon be reduced to \$2,500,000.00 and ACIC will provide the Bank with a copy of the listing agreement. If ACIC has not entered into a valid, binding and subsisting agreement of purchase and sale for the Property by August 31, 2016, on September 1, 2016 the listing price shall be reduced to \$2,250,000.00;
 - (c) effective May 1, 2016, ACIC's Fixed Rate Term Loan No. 0379-6999-940, in accordance with the terms contained in the Fixed Rate Term Loan Agreement, was converted to a Non Revolving Demand Loan bearing interest at the rate of Bank prime plus 3.00% per annum. ACIC shall continue paying to the Bank in respect of this loan monthly the sum of \$11,096.00 to be applied in repayment of principal and/or interest at the Bank's discretion;
 - (d) the Bank may arrange, in its discretion, to obtain a Phase I Environmental Assessment and, if warranted and again in the Bank's discretion, a Phase II Environmental Assessment of the Property and the Borrowers will cooperate fully with the company conducting the assessment. The cost of any environmental assessments will be added to the ACIC Indebtedness;
 - (e) the Borrowers will provide to the Bank forthwith upon completion their respective current fiscal year end financial statements;
 - (f) in accordance with the terms of the Forbearance Agreement, the Bank remains at liberty to issue a Notice of Sale Under Charge in respect of its charge registered against title to the Property at any time during the Forbearance Period;
 - (g) the Borrowers will forthwith provide to the Bank a mortgagee's copy of their insurance policy renewed as at June 1, 2016 showing the Bank as first loss payee;
 - (h) to repay the Indebtedness on the earlier of completion of a refinancing, sale or November 30, 2016.

We confirm that all other terms, conditions and undertakings contained in the Forbearance Agreement remain in full force and effect to the extent that they are not inconsistent with the terms, conditions and undertakings contained herein and, without limiting the generality of the foregoing, the consents executed by the Borrowers remain in full force and effect.

We further acknowledge and agree that your actual forbearance shall be good and sufficient consideration for the contents hereof.

This Agreement may be executed by facsimile transmission or email in PDF format, and when so executed and delivered by facsimile transmission or email in PDF format shall be deemed an original.

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DATED at this day of June, 2016.

ALLCHERAGH INTERNATIONAL
CORPORATION

Per: 

Abdul Alla Kareem,
President

I have the authority to bind the Company

6413340 CANADA INC.

Per: 

Abdul Alla Kareem,
President

I have the authority to bind the Company

7149816 CANADA INC.

Per: 

Abdul Alla Kareem,
President

I have the authority to bind the Company


ABDUL ALLA KAREEM

- 4. -




NAMOOS KAREEM

BANK OF MONTREAL hereby acknowledges receipt of this request for forbearance and agrees to the terms and provisions contained herein.

DATED at Toronto this  day of June, 2016.

BANK OF MONTREAL

Per:



Mike Siek,
Account Manager

I have authority to bind the Bank

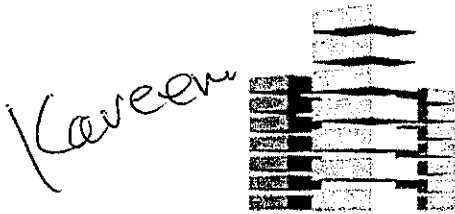
This is **Exhibit "RR"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palanglewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS



FIRST SOURCE MORTGAGE CORPORATION

November 7th, 2016

Al-Cheragh International Corp.
Mr. Abdul Alla Kareem
 8104 8th Line
 Utopia, Ont.
 L0M 1T0

By email: Rabi.karim1@gmail.com
dogarhomes@hotmail.com

Re: First Mortgage – Refinance of a loan for an Esso gas bar together with a site improved with a commercial building of approximately 5,193 sf being 100% occupied with tenants in place and having a municipal address of 1525 Hwy #11 North, Shanty Bay, ON. The property has an area of approximately 4.81 acres. (the “Property”).

Dear Sir:

FIRST SOURCE MORTGAGE CORPORATION and its syndicate partner (“First Source” or the “Lender(s)”), licensed under the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, is pleased to advise you, Al-Cheragh International Corp. (the “Borrower”), that Borrower’s recent application for a loan to be secured by a first mortgage has been approved subject to the following terms and conditions:

ARTICLE 1.00

MORTGAGE DETAILS

- 1.01 **Loan Amount:** The lesser of: (i) \$1,755,000 or (ii) 65 % of the “As Is” value. The value shall be determined by an appraisal prepared by a bona fide appraiser approved by the Lender and funds shall be advanced in one advance, as hereinafter set out, (the “Loan” or “Loan Facility”).
- 1.02 **Interest Rate:** 9.25% per annum calculated monthly with no deemed re-investment of monthly payments on the principal outstanding during the first 12 months and after 12 months the rate on funds advanced shall be fixed at (ii) 18% calculated and payable monthly with no deemed re-investment of monthly payments on the principal outstanding until discharged.

This Loan will be administered on behalf of the Lender(s), and where applicable, at a cost to the Lender(s) of approximately 0.75%, which cost is subject to any H.S.T. (the “HST Administration Tax”). The HST Administration Tax only is for the account of the Borrower and an estimated amount is to be deducted from the Loan Advance. The Lender shall advise the Borrower of the HST Administration Tax on or before Closing.

- 1.03 **Term:** 12 months plus 1 day from the Interest Adjustment Date.
- 1.04 **Amortization:** Nil.
- 1.05 **Guarantor:** 6413340 Canada Inc., Mr. Abdul Alla Kareem, and any other entities having any beneficial interest in the Property on a joint and several basis (Collectively the "Guarantor").
- 1.06 **Repayable:** Interest only. Payable monthly on the first day of the month and compounded monthly.
- 1.07 **Interest Adjustment Date:** The 1st day of the month following the first advance.
- 1.08 **Closing Date:** The loan shall be made on December 13th, 2016 or a date mutually agreed upon by First Source and the Borrower. If the date of the advance is more than 10 business days past the aforesaid date, this commitment will be at our option, null and void. In the event First Source agrees to an extension of more than 10 business days beyond the date specified, the new rate and any costs attributable thereto, will be subject to the then current market terms and conditions as at that date.
- 1.09 **Prepayment Privileges:** Closed for 6 months and then open on any payment date with 15 days prior written notice and the payment of one month's interest as a bonus or with two months' notice and no bonus save and except the mortgage shall be fully open for repayment without Penalty or Bonus during the last 15 days of the of the 12th month.
- 1.10 **Purpose:** The purpose is to assist the Borrower in the refinance of the property, pay for some cosmetic improvements to the store and to pay for arranging and professional fees.

Source and Use of funds

Use of Funds		Source of Funds	
Repay Existing 1 st Mortgage on 1525 Hwy 11 N, Shanty Bay	\$1,604,000	FSMC 1 st Mortgage	\$1,755,000
Realty Taxes	\$20,000		
Legal ,Lender and Broker fees , cosmetic improvements to convenience store	\$131,000		
Total	\$1,755,000	Total	\$1,755,000

1.11 Security:

- 1) Promissory Note from the Borrower.
- 2) First Charge on the Property known as 1525 Hwy #11 N Shanty Bay in favour of First Source Financial Management Inc.
- 3) First Assignment of rents, licenses, any franchise agreements and contracts held by or in possession of the Borrower as well as those in process or reasonably expected during the term

of this mortgage as reasonably required by the Lender or Lenders Solicitor relating to the Property.

- 4) First General Security Agreement ("GSA") against all personal property of the Borrower
- 5) Guarantees as aforesaid together with General Security Agreements.
- 6) Subordination and Postponement of Claim from shareholders of the Borrower.
- 7) Mortgage to include a covenant of no subsequent financing without consent of the Lender, not to be unreasonably withheld.
- 8) Such other reasonable legal security as requested by the Lender and/or its legal counsel.

ARTICLE 2.00

2.01 Lender Fee: In consideration of First Source obtaining this Commitment, the Borrower hereby agrees to pay a fee (the "Lender Fee") in the amount of 1.75% of the Loan Amount;

- a) \$10,000 by cheque upon acceptance of this Commitment (the "First Deposit"). All of the First Deposit shall be forfeited if the Mortgage Amount is not advanced by the Lender due to any cause whatsoever save and except default of the Lender.
- b) The balance of the Lender Fee shall be payable from the closing proceeds on the closing date.

The Lender Fee is deemed earned upon acceptance of this Commitment and upon execution of the Commitment, the Lender shall have an interest in the Property for the Lender Fee and if not paid, and if litigation proceedings are commenced, the Lender shall be entitled to a Certificate of Pending Litigation against the Property. The Borrower acknowledges that the Lender Fee is a reasonable estimate of the Lender's costs incurred in sourcing, investigating and underwriting and preparing the Loan.

In addition to the Lender Fee, the Borrower acknowledges that a Brokerage fee shall be payable to "Lend At Ease" of (one percent) 1.0% the loan amount which shall be deducted from the closing proceeds and paid upon closing. Any additional brokerage fees payable to any other entity shall be the account of the Borrower

ARTICLE 3.00

CONDITIONS OF THIS COMMITMENT

3.01 Lender Conditions: This Commitment is conditional for the benefit of the Lender upon the Borrower providing First Source with satisfactory evidence of the following prior to the advance:

- a) **Appraisal/Letters of Opinion:** Review and approval of an appraisal from an appraiser approved by the Lender confirming an "as is" value of not less than \$2,700,000 on 1525 Hwy #11 N Shanty Bay. The Appraisal is to be addressed to the Lender and its lending clients or a Letter of Reliance provided. All appraisals/Letters of Opinion are for the account of the Borrower.
- b) **Environmental & Soil Reports:** Review and approval by the Lender of a current satisfactory Phase I, and if required by the Lender's Environmental Consultant a Phase II

Environmental Site Assessment Report addressed to the Lender and its lender clients, or a Reliance Letter, prepared by a reputable environmental firm or other evidence the Lender in its sole discretion finds satisfactory.

- c) **Credit Rating:** Review of the Borrower's financial position including without limiting the generality of the foregoing, recent financial statements, credit bureau reports, notices of assessment, statements of Net Worth. The Borrower and Guarantor hereby consent to credit inquiries and to any disclosure of personal or credit information to any other credit grantors or to any consumer reporting agency.
- d) **Inspection and Meeting with Principals:** First Source being satisfied with its inspection of the Property and its meeting with the principals of the Borrower. The Borrower hereby agrees to provide access to the Property for initial inspection and any subsequent inspection and at least one of the principals will make him/herself available to meet at the Property.
- e) **First Source Forms:** The Borrower delivering completed and signed Mortgage Application, Net Worth Statement and Background Check Consent Form on such forms as reasonably required by First Source.
- f) **Financial Statements:** Receipt and approval of financial statements for the Borrower and Corporate Guarantor.
- g) **Income and Expenses:** Receipt of the most recent income and expense statement for the Property.
- h) **Estoppel Certificates:** Receipt of estoppel certificates on Lenders approved form for all tenants.
- i) **Leases:** Receipt and satisfactory review of all leases pertaining to the Property.
- j) **Mortgage Statements:** Receipt of current mortgage statements for the Property confirming outstanding balances and that the loan is in good standing.
- k) **Construction Lien:** Confirmation that the construction lien in favour of Solomon Enterprises Corp. and SNAP Commercial Finance Corp. has been discharged or bonded off to lenders sole satisfaction along with explanation.
- l) **Third Party (supplier) confirmation:** of estimated total litres of fuel to be sold based on historical reports to be provided at Lenders request as well as all agreements relating to the supply and sale of petroleum products and related services.
- m) **TSSA Reports:** To be provided and confirmed in good standing without deficiency prior to funding and within 10 days of issue during the term of the loan.
- n) **Franchise Agreements & Licenses:** Satisfactory review and confirmation that all franchise agreements and licenses necessary for the ongoing operations and business at the Property if any are in good standing and up to date.
- o) **Property Taxes:** Copy of most recent Property Tax bill and evidence in good standing. An amount equal to the higher of actual projected property taxes or \$20,000.00 shall be held back from the closing proceeds by the Lender as a reserve for realty taxes. Lender will remit realty tax payments to the city from reserve until exhausted and thereafter to be paid by Borrower.
- p) **Debt Service coverage:** The borrower is to maintain the minimum debt service coverage of 2.00 times throughout the term based on leases in place.
- q) **Other Documents:** Any other documents realized or required during the due diligence process of underwriting the loan.

ARTICLE 4.00

CONDITIONS OF FUNDING

The Lender shall not be obligated to make any loan advances unless the following requirements have been met to the Lender's satisfaction:

- 4.01 **Security in Place:** All security being in place in form and content satisfactory to the Lender, the Borrower and its solicitors acting reasonably;
- 4.02 **Execution of Documents:** The Borrower and Guarantor, if any, executing all documents necessary to give effect to the Mortgage and further including but not limited to the mortgage agreement, which shall contain *inter alia* the provisions, set out in Schedule "A".
- 4.03 **Title:** The Lender being satisfied with the title to the properties and obtaining at the Borrower's expense a satisfactory Title Insurance Policy for the Mortgage.
- 4.04 **Work Orders etc.:** The Lender obtaining satisfactory evidence that there are no outstanding work orders or notices of violations from any governmental departments affecting the Property. The Buildings can be demolished upon application for a Demolition Permit.
- 4.05 **Fire:** If required, the Borrower providing the Lender with satisfactory evidence that the Property has no infractions outstanding on file under the appropriate Fire Code.
- 4.06 **Costs Borne by the Borrower:** The Borrower paying for all costs incurred by either the Borrower or the Lender including legal, appraisal, insurance consulting as well as other costs that arise in relation to the Loan.
- 4.07 **Fire Insurance:** Receipt by the Lender of evidence that proper and adequate insurance is in place, which insurance shall include but not be limited to coverage for less than the full 100% "Replacement Cost" thereof, against the perils of "All Risk". The Borrower's risk advisor to review and ensure policy complies.

 Effect and maintain public liability insurance to such amounts of not less than \$5,000,000 on a per-occurrence basis. The Insurer or Insurers shall sign each policy of insurance and the policy shall contain a clause at least equivalent to IBC 3000 showing loss payable the mortgagees as their interest may appear in the first instance, the Borrower shall arrange for the insurance following completion of construction, if any to be subject to "Stated Amount Co-Insurance Clause" not exceeding 10% and "Replacement Cost Clause" of insurers and shall in this regard file values are required under these clauses.
 The Borrower shall provide evidence of Pollution liability with a limit of \$1,000,000 per pollution event.
 The insurance policy shall include the insurance of the foundation and all parts below ground level. Any provisions in any policies of insurance with respect to reconstruction in case of any loss, on "same or adjacent sites" shall have the requirement concerning "same or adjacent sites" deleted there from. Each policy of insurance shall show loss payable to the mortgagees as their interest may appear. All insurance policies shall be in form and scope satisfactory to First Source and its solicitors and the premiums on it shall be paid for a period of not less than six months. A third party consultant shall review the policies at the Borrower's cost.
- 4.08 **Borrower's Representations:** If, at any time before the advance, there is or has been any material discrepancy or inaccuracy in any written information, statements or representations at any time made or furnished to the Lender by or on behalf of the Borrower/Guarantor, concerning the Borrower's or the Guarantor's financial condition and responsibility, the Lender shall, if such material discrepancy or inaccuracy cannot be rectified or nullified by the Borrower/Guarantor within thirty (30) days of written notification thereof to the Borrower/Guarantors from the Lender, be entitled forthwith to withdraw and cancel its obligations hereunder or decline to advance further funds as the case may be, and to declare

any monies theretofore advanced, with interest to be forthwith due and payable.

- 4.09 Material Change:** It is a condition for disbursement of funds that in the Lender's opinion the financial position of the Borrower and/or the Guarantor, and any of the properties given as security, and the Borrower's representations and warranties, shall not have suffered any adverse change; nor shall there be any action, suits, or pending proceedings of which the Borrower has knowledge except as otherwise disclosed to the Lender; and that no event shall have occurred, which materially and adversely affects the whole or part of the value of the properties or the financial position of the Guarantor. No change in the shareholding of the Borrower or Guarantor without the consent of the Lender, such consent not to be unreasonably withheld.
- 4.10 Non-Merger:** The Borrower's obligations contained in this Commitment shall survive the execution and registration of the Mortgage and any other security documentation and all advances of funds under the Mortgage, and the Borrower agrees that those obligations shall not merge in the execution and registration of the Mortgage and other security. All terms and conditions of our Mortgage and other security documentation shall form part of this Commitment.
- 4.11 Waiver:** The Lender's failure to insist upon strict performance of any obligation or covenant of this Commitment by the Borrower or to exercise any option or right herein shall not be a waiver for the future of such obligations or covenant, but the same shall remain in effect and the Lender shall have the right to insist upon strict performance by the Borrower of any and all of the terms of this Commitment and the Mortgage documentation.
- 4.12 Lender's Solicitor:** The Lender being satisfied with the Lender's Solicitor's opinion on title, security and the validity, legality and binding effect of all aspects of this Mortgage transaction. The Borrower agrees that the Lender's solicitors shall prepare all mortgage and other documents related to this Mortgage for review and approval by the Borrower, such approval not to be unreasonably withheld. The Borrower shall have the choice of one of the two solicitors selected by the Lender.
- 4.13 Taxes:** The Borrower prior to the advance or on the date of advance shall pay all taxes due and payable.
- 4.14 Not a Joint Venture:** The Borrower and Lender acknowledge and agree that they are not entering into a joint venture or partnership agreement by virtue of this Loan transaction.
- 4.15 Other Documentation** Any other information, documentation or security reasonably requested by the Lender and its solicitors in assessing, approving and funding of the facility requested.
- 4.16 Identification:** Pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the "Act"), the Lender is required to ask for identification of the Borrower, the Guarantor and for information with respect to the source of funds, used in connection with the Borrower's equity in the Property. The Borrower and Guarantor hereby covenant and agree to provide prior to the first advance, such identification and information as may be reasonably required to ensure the Lender's compliance with the Act.
- 4.17 Cancellation:** The Lender shall have the right to terminate and cancel its agreement to provide the mortgage herein to the Borrower and shall be relieved of all obligations in connection therewith in the event that the Borrower fails or is unable or unwilling to comply

with the terms and conditions of this Commitment letter on or before the Closing Date including failing or refusing to execute documentation requested by the Lender or accepting the funds when advanced.

In the event the Loan is not advanced and the Commitment is terminated, through no fault of the Lender, the Deposit shall not be refundable to the Borrower and may be retained by the Lender as liquidated damages. Notwithstanding the foregoing, the Borrower shall be responsible for and pay the deficiency between the Lender Fee and the Deposit forthwith on demand, unless if caused by the default of the Lender. In addition, no termination of this Commitment shall limit or restrict or otherwise affect in any way: (i) the obligations of the Borrower to pay to the Lender any third party fees, costs and expenses in connection with the Loan; and (ii) any rights and remedies of the Lender against the Borrower arising from any breach of the Commitment by the Borrower including any claim for damages.

It is understood that the Lender has entered into this Commitment based on representations made by the Borrower and, if at any time there is or has been any material discrepancy or inaccuracy in any written or oral information, statements or representations heretofore or hereafter made or furnished to the Lender by or on behalf of the Borrower concerning the security or the Borrower's financial condition, then the Lender shall be entitled in its sole discretion to withdraw or cancel any obligation hereunder and decline to advance funds and in addition to forfeiture of the Deposit, the Borrower shall be liable to pay 50% of the Lender Fee and all other expenses as hereinbefore set out.

4.18 **Legal Fees:** The Borrower hereby agrees to pay the reasonable legal fees required by the Lender's Solicitors for the completion of the legal services related to this Mortgage. Disbursements shall be in addition thereto. Borrower to deliver a \$5,000 retainer to Lenders lawyer forthwith upon request. The Borrower shall have the choice of two legal quotations for fees obtained from the solicitors selected by the Lender.

4.19 **Syndication:** This commitment is conditional upon the success of First Source Mortgage Corporation to syndicate a portion or the entire loan with a Lender (s) to be determined.

ARTICLE 5.00

BORROWER'S REPRESENTATIONS

5.01 **Borrower's Representations:** The Borrower represents and warrants that as of the date of acceptance of this Commitment and as of the Closing Date:

- (i) The Borrower and the Guarantor have the power, capacity and authority to enter into this Commitment and to perform and complete the transaction contemplated herein, all of which have been duly authorized where required by all necessary corporate action and that no consents are necessary;
- (ii) the Borrower and the Guarantor have not withheld any information of a material nature relating to the Property or to the Borrower or Guarantor;
- (iii) all existing environmental assessments, audits, tests and reports relating to the Properties within the knowledge of the Borrower have been delivered to the Lender.
- (iv) to the best of its knowledge and belief, the Properties have no Environmental issues affecting same and a covenant and warranty with respect to same will be delivered to the Lender.

5.02 **Borrower's Acknowledgments:** The Borrower acknowledges and represents that:

- (i) it has considered the risks entailed in private borrowing and has been informed of the risks involved in the Loan;

- (ii) the terms and the interest rate in this Commitment may be higher and more onerous than institutional lenders;
- (iii) it has had an opportunity to consult its legal counsel and accountant or other financial advisors;
- (iv) if the Lender does not advance the Loan by a certain date, the Borrower may be unable to satisfy the intended purpose for the Loan;
- (v) In the event the Borrower is unable to pay monthly payments, Property taxes, fire insurance premiums or the principal amount when the Loan is due, the Lender could obtain a court judgment and enforce all remedies available by law and income could be seized to pay the judgment or the Lender could keep the Property or sell it.
- (vi) When the Loan is due, if the Lender cannot or will not renew the Loan and cannot pay the outstanding balance the Property may have to be sold in order to repay the Loan; and
- (vii) the Lender has disclosed the material risks of the Loan.
- (viii) it has reviewed the loan with its trusted advisors and has determined the loan to be most suitable for its needs.

5.03 Reporting Requirements: The Borrower acknowledges and represents that:

- (i) Within 120 days of each fiscal year during the term of the Loan Facility to provide the Lender with financial statement for the Borrower and the Guarantor, if any.

5.04 No Subsequent Encumbrances: The Borrower covenants and agrees that it shall not, without the prior written consent of the Lender, execute or deliver any mortgage, charge, lien or other encumbrance of the Property and/or any personal property associated therewith which is intended to rank subordinate to any of the Security Documents, failing which, at the option of the Lender, the Loan shall immediately become due and payable.

ARTICLE 6.00

MISCELLANEOUS

- 6.01 Survival of the Terms of Commitment:** Notwithstanding the registration of the Mortgage and the advances made pursuant to same, the terms and conditions of this commitment shall remain binding and effective on the parties hereto.
- 6.02 Time is of the Essence:** Time shall be of the essence in this Commitment.
- 6.03 Agreement in Writing:** No change to vary or to amend this Commitment is binding on the Lender unless made in writing and signed by all parties hereto. Except as provided herein, there are no representations, collateral agreements, warranties or conditions affecting this Commitment.
- 6.04 Governing Law:** This Commitment shall be interpreted in accordance with the laws of the Province of Ontario.
- 6.05 Notices:** All notices required or permitted to be given hereunder will be sufficiently given if sent by prepaid registered mail and addressed as follows:

In case of First Source to:
 1 Valleybrook Dr., Suite 100
 Toronto, Ontario M3B 2S7
 Attention: **Mr. David Mandel**
 By email: david@firstsourcemortgage.ca

In the case of the Borrower and the Guarantor to:
 Al-Cheragh International Corp.
 8104 8th Line
 Utopia, Ont.
 L0M 1T0
 Attention: **Mr. Abdul Alla Kareem**
 By email: dogarhomes@hotmail.com

Provided that the parties shall be entitled to designate another address (es) by giving written notice thereof to all other parties hereof. Any notice so mailed or emailed shall remain binding and effective on the parties hereto.

- 6.06 **General Provisions and Independent Legal Advice:** The Mortgage Advance is to be payable to the registered owner of the Property or the encumbrancers who are to be paid out from the Advance. Independent Legal Advice shall be required for any party guaranteeing the Mortgage, consenting to the Mortgage or postponing their interest to the Lender's security.
- 6.07 **Facsimile Transmission or Email:** The transmission of an executed copy of this Commitment by facsimile transmission or in "pdf" form by email shall be deemed to constitute execution and delivery of an original executed copy.
- 6.08 **Consent to Personal Information as Per Privacy Policy:** By signing this Commitment, the Borrower and Guarantor agree that any information, personal or otherwise, either that the Borrower or Guarantor has provided or will provide to the Lender or that the Borrower has on file about the Borrower and Guarantor shall be retained and may be used as the Lender deems necessary in its sole discretion for the mortgage placement herein, collection of any arrears or deficiencies in the event of a default and any renewals or extensions of same. The Borrower and the Guarantor also agree that the Lender may retain this information on file for as long as the Lender deems appropriate. The Borrower and Guarantor also agree to any credit bureau search being carried out by the Lender from time to time, as the Lender deems necessary in its sole discretion, but no later than 90 days after the Mortgage is discharged.
- By signing this Commitment with respect to the Property, the Borrower and Guarantor agrees that the Lender shall have the right to seek any information from any government agency, authority or office whether municipal, provincial or federal, Electric Safety Agency or Technical Safety Standards Agency at any time either before or after the registration of the Mortgage and before and after default with respect to only information on file at the entity about the said Borrower and Guarantor and/or the Property and the Lender shall have the right to retain such information which may be used as the Lender deems necessary in its sole discretion for the mortgage placement herein, collection of any arrears or deficiencies in the event of a default and any renewals or extensions of same. The Borrower and the Guarantor also agree that the Lender may retain this information on file for as long as the Lender deems appropriate, but no longer than 90 days after the Loan Facility is repaid, unless required by governmental legislation. The Borrower and the Guarantor also agree to any and all searches being carried out by the Lender from time to time, as the Lender deems necessary in its sole discretion.
- 6.09 **Counterparts:** This Commitment may be executed in counterparts and all counterparts so executed will constitute one agreement binding on the parties effective on execution.
- 6.10 **Assignment:** The Borrower acknowledges that all or a portion of the Loan may be sold or syndicated without further notice to or consent of the Borrower and the Lender may disclose, transfer and assign as they in their sole discretion deem advisable all financial and other information and materials, without restriction or notice as follows; (i) to any subsequent or

277
proposed purchaser of the Loan or any subsequent lender and their respective third party advisors; and (ii) to any person in connection with the sale or assignment of the Loan. This Commitment is conditional on a portion of the Loan being satisfactorily assigned and funded. The Borrower also consents to the release, disclosure, exchange and sharing of all information and materials and to any publicity or advertising that refers to the financing. The Lender may sell transfer or assign the Loan or any interest therein from time to time without the consent of the Borrower at no cost to the Borrower. After any such assignment, the Lender shall have no further obligation to that part of the Loan assigned.

- 6.11 **Confidentiality:** The Borrower and the Guarantor acknowledge and agree that the terms herein are confidential between themselves and the Lender, their respective lawyers and consultants and agree not to disclose the information herein to any third party without the Lender's prior written consent, which shall not be unreasonably withheld.
- 6.12 **Successors and Assigns:** This Commitment and the rights and benefits arising here from may not be assigned by the Borrower to any other party without the prior written approval of the Lender.
- 6.13 **Interpretation:** This Commitment shall be read in conjunction with the Lender's form of charge documents and in all cases where the interpretation of the terms hereof and the intention of the parties hereto may be in question, where applicable, the terms recited in the relevant charge document shall prevail.

This Commitment is open for acceptance by the Borrower and the Guarantor until 5:00 PM on the 10th day of November, 2016 by which time and date a copy of this Commitment duly executed the Borrower and the Guarantor shall be delivered to First Source together with any payment required hereunder.

If this Commitment is not accepted by the aforementioned time and date, it will become null and void and of no force and effect.

Yours truly,

FIRST SOURCE MORTGAGE CORPORATION
Per:



David Mandel – President
I am authorized to bind the corporation.
Principal Broker (License # 10434)
Mortgage Administrator (License # 12594)
www.firstsourcemortgage.ca
david@firstsourcemortgage.ca

Continued on page 11

Accepted at _____, Ontario this ____ day of _____ 2016

Al-Cheragh International Corp. (Parent Company)

x _____

Borrower: Abdul Alla Kareem

I have authority to bind the corporation

6413340 Canada Inc. (Operating Company)

x _____

Borrower: Abdul Alla Kareem

I have authority to bind the corporation

x _____

Guarantor: Abdul Alla Kareem

•
•
•

X _____

Witness Name:

Address:

Tel:

SCHEDULE "A"

1. **Post-dated Cheques** The Borrower shall provide to the Lender post-dated cheques for each year of the term of the Mortgage. Each cheque is to be in the amount of the monthly instalment payable under the Mortgage. The Lender shall have the right to direct the Borrower to deliver one or more separate cheques for each monthly payment totalling the monthly instalment. Alternatively, the Borrower shall provide Pre-Authorized Payments to be drawn from the Borrowers chosen Bank at the Lenders request at any time and shall provide the Lender with all necessary information for this purpose as required. Post-dated Cheque should be made payable to "First Source Financial Management Inc." unless instructed otherwise.

2. **Administration Fee:** The Borrower agrees to pay to the Lender an administration fee of \$350.00, plus HST for each occurrence of any of the following events. If a default occurs a second time the Administration Fee shall be doubled.
 - a) Late Payment after a demand has been made;
 - b) Cheque Dishonored for any reason;
 - c) Failure to provide proof of payment of realty taxes within 30 days of the 31st day of January and June in each year of the term or after a demand being made;
 - d) Failure to provide proof of insurance coverage at least 10 business days prior to the maturity date of the initial policy delivered on Closing or after a demand being made;
 - e) Cancellation of insurance coverage shall be two times the applicable administration Fee and the penalty doubles again in the event the Borrower does not provide proof of reinstatement within 24 hours of notice by the Lender.
 - f) Failure to provide postdated cheques when required after a demand being made;
 - g) Failure to notify Lender of registration of lien;
 - h) Each construction advance;
 - i) Each property inspection relating to a second or further mortgage advance, default, insurance matter or any other matter at lenders sole discretion;
 - j) Request for Mortgage Statement;
 - k) Request for Discharge Statement or notice of default letter;
 - l) Default under any other mortgage, charge or encumbrance;
 - m) Each meeting required by the Borrower or Lender because of an issue that has arisen regarding the Loan Facility;
 - n) Each three telephone attendances and/or emails required by the Borrower or Lender because of an issue that has arisen regarding the Loan Facility;

3. **Holding Over:** In the event that the mortgage loan is not repaid upon maturity, unless the Lender has received at least thirty (30) days' notice and has agreed to an extension in writing and has received approval from its investors the interest rate on the mortgage loan shall continue at 18% compounded and calculated monthly or the that rate set out herein under "Interest Rate" until the earlier of discharge or sale, whichever comes first.

4. **Holding Over Fee:** If the Loan is not repaid in full on or before the Maturity Date, the Borrower shall be required to pay the Lender an Holding Over Fee, in addition to any and all other rates, fees, and costs to be paid to the Lender by the Borrower pursuant to this Commitment Letter. More particularly, this fee shall be earned by and payable to the Lender monthly, in advance, on the first

business day of each month and shall be payable at the rate of 0.25% per month, or part thereof, multiple by the then outstanding Loan Amount (the "Over Holding Fee"). The Borrower hereby acknowledges that the requirement to pay the Over Holding Fee does not constitute an extension of the Loan. If the Loan is not repaid in full by the Maturity Date, the same shall constitute default by the Borrower under the Commitment and Security Documents notwithstanding payment of the Over Holding Fee. The Borrower further acknowledges that the Lender, at its option, may add the Over Holding Fee to the outstanding principal balance of the Loan and the Security for the Loan also secures the Over Holding Fee.

5. **Notice:** The mortgage will be registered and administered on behalf of the Lender by First Source Financial Management Inc., a related company and licensed mortgage administrator.
6. **Tax Deposits:** The Lender reserves the right to require the Borrower to pay monthly tax deposits to the Lender concurrently with each monthly installment in such amounts which the Lender in its discretion deems necessary to pay when due all taxes, assessments and similar charges affecting the Property.
7. **Due on Default:** In the event of default under this Mortgage, beyond an applicable cure period, at the option of the Lender, the full principal balance together with interest and costs on a substantial indemnity basis in relation thereto shall become immediately due and payable.
8. **Due on Sale:** The Borrower and the Guarantor hereby agree that in the event that the Property is sold, conveyed, transferred or assigned or there is a change in control of a corporate Borrower or corporate Guarantor, without Lender's written consent, which consent shall not be unreasonably withheld, the Lender shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Lender immediately due and payable together with the Lender's then current prepayment penalties and fees.
9. **No Subsequent Encumbrances:** The Borrower and the Guarantor hereby agree that in the event that a subsequent mortgage is placed on the Property without Lender's written consent, which consent shall not be unreasonably withheld, that the Lender shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Lender immediately due and payable together with the Lender's then current prepayment penalties and fees.
10. **Default of Prior Encumbrances:** If at any time or from time to time any default or breach of covenant occurs under any encumbrance registered against the Property and which encumbrance has priority over the Mortgage and which default is not cured within the grace periods permitted, it shall constitute default under the Mortgage and the Lender may pay all monies and take appropriate action to cure any default or breach under any encumbrance.
11. **Costs:** The Borrower covenants and agrees to pay all property tax, public utilities rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Borrower to comply with this covenant shall constitute an event of default hereunder and entitles the Lender at its sole and absolute discretion to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.
In addition, at the Lender's sole and absolute discretion, the Borrower agrees that the Lender may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrances now or

hereafter existing or to arise or to be claimed upon the charged lands and the amount so paid together with all costs associated therewith shall be a charge on the Property and/or Collateral Property and shall bear interest at Eighteen (18%) percent per annum, calculated and compounded monthly and shall be payable forthwith by the Borrower to the Lender, and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the sole and absolute discretion of the Lender and the remedies hereby given and available at law may be exercised forthwith without notice. In the event the Lender satisfying any such charge or claim, it shall be entitled to all equities and securities of the person(s) so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

12. **Final Payment and Discharge:** The Borrower covenants and agrees that payment at maturity, or earlier if notice to prepay is delivered, of the Mortgage shall be by certified cheque, bank draft or money order. After payment in full of the principal sum and all other amounts hereby provided, a discharge of the Mortgage shall be prepared by the solicitor for the Lender, at the cost and expense of the Borrower within a reasonable time after such payment and such solicitor's fees shall not include attendance outside the office in order to deliver the said discharge or the attendance on a closing or registration of and the cost of registration of the said discharge. In the event the loan is not repaid at the time or times provided within the Mortgage or in the notice to prepay earlier, the Lender will not be required to accept payment of the principal monies without first receiving three (3) months additional months' notice in writing or receiving 3 months interest bonus in advance of the principal monies. No further monies, if any, will be advanced under the Loan, once notice to discharge is received by the Lender.
13. **Warranty - Urea Formaldehyde Foam insulation (UFFI) and Environmental:**
The Borrower covenants to the best of its knowledge and belief the Property has never had "UREA FORMALDEHYDE FOAM" insulation installed, asbestos, PCBs waste, radioactive material, noxious substances, or any contaminant as defined in the Environment Protection Act and that the Property is and will be environmentally sound and there are no and will be no restrictions which would economically affect any buildings on the Property. The terms and conditions of the environmental clause should be as the Lender's solicitor prepares.
14. **Receiver:** In the event due to default of the Borrower on the Property, beyond the applicable cure period, then the Lender in addition to any other rights which it may have, shall be entitled to appoint a receiver manager or receiver, either privately or court appointed to manage the building and to do all things necessary as an owner would be entitled to do to sell the Property, subject to the terms of the Mortgage and all applicable governmental legislation. The terms and conditions of the receiver are to be further elaborated in the Mortgage as required by the Lender's lawyers.
15. **Management Costs:** In the event that the Lender or its agents takes possession of the Property as a result of default under the Mortgage, or in the event that the Lender or its agents commence Power of Sale proceedings, or if a receiver is appointed as a result of default under the Mortgage, the Lender, will be entitled to charge the Borrower. Said management costs shall be in addition to any receivership costs or fees and shall be based on the higher of 5% of the mortgage principal plus applicable taxes, or \$15,000 per month which cost the Borrower acknowledges is a reasonable estimate for the time value and opportunity costs incurred for managing the Property(s), including but not limited to communicating with investors, dealing with professional advisors, appraisal companies, environmental engineers, building inspector, receiver, legal counsel, attending meetings, checking property taxes, work orders, liens or other matters acting generally in accordance with the requirements of a mortgage manager of a mortgaged property in default which amount is deemed not to be a penalty.

In addition to the Management Costs, the Lender or its agent will be entitled to an administration fee on the basis of \$350 per hour plus H.S.T., if applicable for each hour after the advance the Lender or its agent are required to deal with default or potential default. This clause is also deemed to be proper notice to any subsequent charge or lien holder of the above-noted fees in the event of the Borrower's default.

16. **Default Abandonment:** Subject to Force Majeure, in the event of abandonment for a period in excess of fifteen (15) consecutive days, the Lender shall be entitled to, after giving the Borrower fifteen (15) days' notice of any abandonment or failure to continue business operations or any failure to construct with due diligence and provided the Borrower fails to rectify same, forthwith withdraw and cancel its obligations hereunder and/or decline to advance further funds, if any, as the case may be and to declare any monies theretofore advanced with interest to be forthwith due and payable at its sole option.
17. **Receipt of Funds:** Any payment received after 1:00 P.M. shall be deemed to have been made on the next Bank Business Day following receipt. For purposes of this paragraph, Saturday, Sunday Provincial and Federal Holidays shall be deemed to be non-business Bank Days.
18. **Possession:** In the event of default under the Mortgage by the Borrower beyond the applicable grace period and the Lender obtains possession of the Property and it determines, in its sole discretion, that the Property requires work and/or improvements in order to market the Property, then the Lender shall have the right, at its sole option, to complete such work on such terms as it deems advisable. The cost of completion of the servicing and work by the Lender and its agents and all expenses incidental thereto shall be added to the Loan amount, together with a management fee of fifteen per cent (15%) of the costs of the work and improvements completed by the Lender, provided that it is limited to bringing the Property only up to the condition it was at the time of the advance, unless work already has been started on a house and it may be completed. All costs and expenses, as well as said management fee, shall bear interest at the rate as herein provided for and shall form part of the Loan secured hereunder and the Lender shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of Mortgage principal and Interest hereunder or at law.

*This is Exhibit "SS" referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018
Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



From: CHIA, MARC [mailto:MARC.CHIA@bmo.com]
Sent: Thursday, November 10, 2016 9:47 AM
To: Abdul Alla
Cc: Gary Feldman; TIEN, ALICE
Subject: RE: Emailing - 1525 HWY #11 Shanty Bay Commitment 11082016.pdf

Hi Mr. Kareem,

We confirm your advice that you do not intend to accept the term sheet from First Source Mortgage Corporation dated Nov 7th. That, of course, is your prerogative but we remind you that the forbearance agreement, as extended, expires November 30th. We do not anticipate receiving credit approval for any further extensions and expect that we will be proceeding with a receivership/bankruptcy and enforcement of our security thereafter. Conduct yourself accordingly.

Thank you.

Regards,

Marc Chia

BMO Bank of Montreal | First Canadian Place – 7th Floor, 100 King St West | Toronto, ON M5X 1A1

marc.chia@bmo.com

(T) 416-643-2479 | (F) 416-643-1653

Visit BMO Bank of Montreal online at www.bmo.com

 Please consider the environment before printing this email

From: Abdul Alla [mailto:abdulalla@hotmail.com]
Sent: November-10-16 8:59 AM
To: CHIA, MARC
Subject: Re: Emailing - 1525 HWY #11 Shanty Bay Commitment 11082016.pdf

Hi Marc,

I refuse this commitment letter this offer not fulfill my requirements,Thanks

From: CHIA, MARC <MARC.CHIA@bmo.com>
Sent: November 9, 2016 4:01 PM
To: Abdul Alla
Cc: TIEN, ALICE
Subject: RE: Emailing - 1525 HWY #11 Shanty Bay Commitment 11082016.pdf

Hi Mr. Kareem,

Thank you for providing with us the commitment letter.

The next step is to present the commitment letter to your solicitor.

After which, our counsel will be in touch with your solicitor to discuss final payout figures.

Thank you.

Regards,

Marc Chia

BMO Bank of Montreal | First Canadian Place – 7th Floor, 100 King St West | Toronto, ON M5X 1A1
marc.chia@bmo.com
 (T) 416-643-2479 | (F) 416-643-1653
 Visit BMO Bank of Montreal online at www.bmo.com

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BMO offers a wide range of personal banking services including mortgages, credit cards, loans and insurance. Access accounts with 24/7 online banking.

 Please consider the environment before printing this email

From: Abdul Alla [<mailto:abdulalla@hotmail.com>]
Sent: November-09-16 9:48 AM
To: CHIA, MARC
Subject: Fw: Emailing - 1525 HWY #11 Shanty Bay Commitment 11082016.pdf

Hi Marco,

Here is the commitment letter ,I checked my second mort. to pay the property tax is \$215000. and the Bmo pay out.Thanks

From: rabi.karim1 <rabi.karim1@gmail.com>
Sent: November 9, 2016 9:40 AM
To: Abdul Karim
Subject: FW: Emailing - 1525 HWY #11 Shanty Bay Commitment 11082016.pdf

Hello Abdul, here is the commitment from Steve . Please call me if you have any question.

Thanks

Rabi Karim
416-275-3217

Sent from my Samsung device

----- Original message -----

From: "Steven (Skip) Walters" <swalters@firstsourcemortgage.ca>
Date: 2016-11-08 12:52 PM (GMT-05:00)
To: rabi.karim1@gmail.com
Subject: FW: Emailing - 1525 HWY #11 Shanty Bay Commitment 11082016.pdf

Rabi Pls find attached the CL for Abdul . I ask that you review carefully and then forward to Abdul for execution.

Thanks in advance

Steven

Steven (Skip) Walters
Senior Vice President
First Source Mortgage Corporation

1 Valleybrook Dr. Suite 100
Toronto, Ontario
M3B 2S7
t. 416.221.2238 x25
c. 416.254.8858

Principal Broker First Source Mortgage Corporation (License # 10434)
Principle Administrator First Source Financial Management Inc. (license # 12594)

This is **Exhibit "TT"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Liliana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

From: Abdul Alla [<mailto:abdulalla@hotmail.com>]
Sent: November-16-16 8:14 AM
To: CHIA, MARC
Subject: Re: Al-Cheragh International Corporation / 6413340 Canada Inc.

Hi Marc,

Here is the first option and breakdown I received from lender,

Loan Amount : **\$1,755,000**

Broker and lender fees	\$48,262
Hold back realty taxes	\$20,000
Legals app.	<u>\$10,000</u>
Total	\$78,262

Discharge BMO 1st mtg \$1,604,000

Therefore $(\$78,262 + \$1,604,000) = \$1,682,262 - \$1,755,000 = \text{\textbf{\$72,738}}$ is left over my second mortgage is \$215000 after less the balance still I need \$142262 to pay of the second mortgage so please if you want I pay BMO before 30th Nov 2016. please help me and waive \$142262 from my total pay off 1.6 mil. and help me to pay off BMO mortgage and second mortgage .

Second option I need one year to arrange a mortgage from Royal bank and try my level best to sell as soon as possible now winter start already business is slow now no chance in winter to sell the property also realtors not bring customers is winter because of slow business. I have all the required documents are ready which one required for the mortgage like appraisal, financials ect after removed the gas station from the MIs than after three month my mortgage broker will apply for a mortgage from the Royal bank if we approved than hopefully we will close the deal second at the same time I will give the gas station to three to four different realtors to sell exclusively hopefully this will work.

Now I give you both options please help me to solve this issue. Thanks

From: CHIA, MARC <MARC.CHIA@bmo.com>

Sent: November 15, 2016 10:41 AM

To: abdulalla@hotmail.com

Cc: Gary Feldman (Gary@chaitons.com); TIEN, ALICE

Subject: Al-Cheragh International Corporation / 6413340 Canada Inc.

Hi Mr Kareem,

Please provide me a written proposal on how you plan on accomplishing a BMO payout by the end of 30NOV2016?

If not, what is your action plan moving forward if you do require more time and specific time frame?

Please provide the bank a proposal by end of 16NOV2016 in order for the bank to make an informed decision on the next course of action.

Thank you.

Regards,

Marc Chia | Special Accounts Management Unit

BMO Bank of Montreal | First Canadian Place – 7th Floor, 100 King St West | Toronto, ON M5X 1A1

marc.chia@bmo.com

(T) 416-643-2479 | (F) 416-643-1653

Visit BMO Bank of Montreal online at www.bmo.com

 Please consider the environment before printing this email

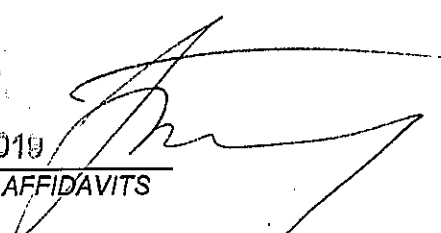
*This is **Exhibit "UU"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



Al-Cheragh International Corporation
 - And -
 6413340 Canada Inc.
 1525 Highway 11 North
 Shanty Bay, ON L0L 2L0

February 14, 2017

Bank of Montreal
 First Canadian Place
 100 King Street West
 7th Floor, P.O. Box 1
 Toronto, Ontario
 M6X 1A1

Attention: Ms. Tien,
Account Manager

Dear Ms. Tien:

Re: Bank of Montreal (the "Bank") loans to
 Al-Cheragh International Corporation ("ACIC") and
 6413340 Canada Inc. ("641") (collectively, the "Borrowers")

We refer to the forbearance letter agreement dated June 24, 2015 and the forbearance extension letter agreement dated May 18, 2016 between the Borrowers and the Bank (the "Forbearance Agreement") whereby the Bank agreed to forbear until November 30, 2016 from taking steps to recover payment of the indebtedness described below or from enforcing the Bank's security as more particularly set out in the Forbearance Agreement.

We acknowledge that as at February 13, 2017, the ACIC indebtedness is \$1,334,845.84 comprising \$1,274,126.60 for principal and \$60,719.24 for interest, plus costs and the 641 indebtedness is \$254,852.02 comprising \$226,168.34 for principal and \$28,683.68 for interest, plus costs.

The combined amount of \$1,528,978.62 comprising the ACIC indebtedness and the 641 indebtedness, together with additional interest accruing from February 14, 2017 and costs actually incurred to the date of payment is hereinafter referred to as the "Indebtedness".

We hereby request that the Bank extend the forbearance period in respect of the Indebtedness to June 30, 2017. In consideration of the Bank's agreement to the foregoing, we hereby undertake, acknowledge, confirm and agree as follows:

- (a) as at February 9, 2017, really tax arrears on the Property amount to approximately \$10,457.83 with further taxes in the amount of \$10,156.12 due and owing by February 28, 2017 (totaling \$20,613.95). ACIC reaffirms its undertaking to continue making monthly payments to Oro in accordance with the provisions of the Tax Agreement (as defined) and any revisions thereto;

- 2 -

- (b) the Borrowers have entered into an MLS Listing Agreement for the Property at a listing price not exceeding \$2,225,000. The Borrowers will forthwith provide to the Bank a copy of the listing agreement now in force. If ACIC has not entered into a valid, binding and subsisting Agreement of Purchase and Sale for the Property by April 30, 2017, the listing price will be further reduced to a mutually agreed price not to exceed \$1,990,000;
- (c) ACIC will forthwith instruct its broker/listing agent to provide to the Bank at a minimum monthly status updates with respect to the listing including number of viewings, names of prospective purchasers and any other pertinent details.
- (d) the Borrowers will forthwith instruct the agent/listing broker to provide to the Bank copies of all offers as they are received. ACIC hereby undertakes that it will not accept, reject or negotiate any offer without the input and express written consent of the Bank.
- (e) the Borrowers will continue making all payments of principal and interest to the Bank monthly in accordance with existing arrangements;
- (f) the Bank may arrange, in its discretion, to obtain a Phase I Environmental Assessment and, if warranted and again in the Bank's discretion, a Phase II Environmental Assessment of the Property and the Borrowers will cooperate fully with the company conducting the assessment. The cost of any environmental assessments will be added to the ACIC Indebtedness;
- (g) the Borrowers will provide to the Bank on or before Tuesday, February 28, 2017 copies of their year end statements for the most recent fiscal year ends;
- (h) in accordance with the terms of the Forbearance Agreement, the Bank remains at liberty to issue a Notice of Sale Under Charge in respect of its charge registered against title to the Property at any time during the Forbearance Period;
- (i) the Borrowers will forthwith provide to the Bank a mortgagee's copy of their insurance policy currently in force showing the Bank as first loss payee;
- (j) the Borrowers acknowledge that no excesses including daylight coverages will be allowed on their accounts. It is the obligation of the Borrowers to monitor their accounts carefully to ensure that there are sufficient funds on deposit to honour any cheques/debits submitted for payment, failing which any such cheques/debits will be returned marked "NSF".
- (k) to pay to the Bank a forbearance extension fee in the amount of \$10,000 to be added to the Indebtedness. If ACIC enters into and provides the Bank with a binding Agreement of Purchase and Sale on or before April 30, 2017 with a closing date on or before June 30, 2017, the fee will be reduced to \$7,500;
- (l) to repay the Indebtedness on the earlier of completion of a refinancing, sale or June 30, 2017.

We confirm that all other terms, conditions and undertakings contained in the Forbearance Agreement remain in full force and effect to the extent that they are not inconsistent with the terms, conditions and undertakings contained herein and, without limiting the generality of the foregoing, the consents executed by the Borrowers remain in full force and effect.

- 3 -

We further acknowledge and agree that your actual forbearance shall be good and sufficient consideration for the contents hereof.

This Agreement may be executed by facsimile transmission or email in PDF format, and when so executed and delivered by facsimile transmission or email in PDF format shall be deemed an original.

DATED at 24th this 24th day of February, 2017.

AL-CHERAGH INTERNATIONAL
CORPORATION

Per: 

Abdul Alla Kareem,
President

I have the authority to bind the Company

6413340 CANADA INC.

Per: 

Abdul Alla Kareem,
President

I have the authority to bind the Company

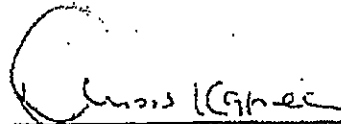
7149816 CANADA INC.

Per: 

Abdul Alla Kareem,
President

I have the authority to bind the Company

-4-

ABDUL ALLA KAREEMNAMOOS KAREEM

BANK OF MONTREAL hereby acknowledges receipt of this request for continued forbearance and agrees to the terms and provisions contained herein.

DATED at Toronto this day of February, 2017.

BANK OF MONTREAL

Per:



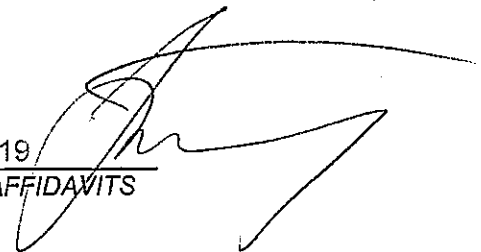
Alice Fien,
Account Manager

I have authority to bind the Bank

*This is Exhibit "VV" referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in black ink, appearing to be 'T. Palangiewicz', written over a horizontal line.



REPLY TO: GARY N. FELDMAN
FILE NO.: 57590
DIRECT: 416-218-1130
FAX: 416-218-1830
EMAIL: gary@chaitons.com

March 29, 2017

VIA EMAIL to info@kelleylawoffice.ca

Shinder Kelley
Kelley Law Professional Corporation
1200 Derry Road East, Unit#15
Mississauga, ON L5T 0B3

**Re: Bank of Montreal (the "Bank") loans to Al-Cheragh International Corporation
and 6413340 Canada Inc. (collectively, the "Borrowers")**

Dear Sir,

Mr. Kareem advised the Bank that you continue to act for him and the Borrowers in this matter.

I take this opportunity to attach an executed copy of a forbearance extension agreement dated February 14, 2017 and advise you of the following breaches lettered in accordance with the provisions of the extension agreement:

- (b) the Borrowers have not provided a copy of the MLS Listing Agreement showing a list price not exceeding \$2,225,000.00;
- (c) the Bank has not received any updates;
- (d) the Bank has not received copies of any offers although it is possible none have been received;
- (g) the Bank has not received the Borrowers' 2017 year end statements;
- (i) the Bank has not received an updated mortgagee's copy of an insurance policy in force.

Please advise the Borrowers to comply with the terms and conditions of the forbearance agreement and extension immediately. If they fail to do so, I anticipate receiving instructions from the Bank in due course to proceed with enforcement of its security.

Yours truly,
CHAITONS LLP

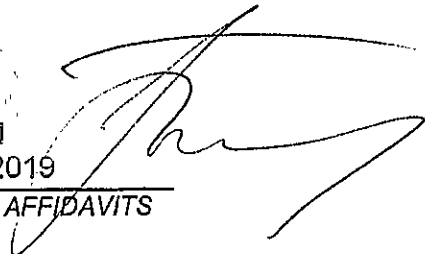
Gary N. Feldman
PARTNER

GNF/sd
Encl.

*This is Exhibit "WW" referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS





Agreement of Purchase and Sale Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 30 day of March, 2017

BUYER, GAS BAR 13 18 STRATHEARN AVE. UNIT 10C BRAMPTON L6T 3X9, agrees to purchase from
(Full legal names of all Buyers)

SELLER, AL CHERAGH INT. CORP. 8104 8TH LINE ESSA ON. LOM 1T0., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address, 1525 HIGHWAY 11 NORTH ORO MEDONTE fronting on the 215 side
of HIGHWAY in the MUNICIPALITY ORO MEDONTE

and having a frontage of 215 more or less by a depth of 180 ft (irreg) more or less

and legally described as CONCESSION 2 PART LOT A RP 51R-6107

(Legal description of land including easements not described elsewhere) (the "property").

PURCHASE PRICE:

Dollars (CDN\$) 2,900,000.00

Two Million Nine Hundred Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance

(Herewith/Upon Acceptance/ or otherwise described in this Agreement)

One Hundred Thousand Dollars (CDN\$) 100,000.00

by negotiable cheque payable to SELLER LAWYER TRUST ACCOUNT "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(5) A attached hereto form(s) part of this Agreement.

- IRREVOCABILITY:** This Offer shall be irrevocable by Buyer until 5:00 p.m. on the 03 day of APRIL 2017, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
- COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30 day of JUNE 2017. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
- NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. (For delivery of notices to Seller) FAX No. (For delivery of notices to Buyer)

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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4. CHATTELS INCLUDED:

As Per Schedule A - Para Production of Documents

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

As Per Schedule A -

6. RENTAL ITEMS: The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:**7. HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the purchase price.**8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 7 days prior day of to closing 2017..... (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (PLAZA WITH GAS STATION) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.**9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.**10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (title insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.**11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.**12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan

INITIALS OF BUYER(S):

FM

INITIALS OF SELLER(S):

J



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Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

FM

INITIALS OF SELLER(S):

J



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

DATE 03-30-17

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

DATE

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

DATE 30/03/17

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 3:00 a.m./p.m. this 30 day of March, 2017.

INFORMATION ON BROKERAGE(S)

(Signature of Seller or Buyer)

Listing Brokerage.....	Tel.No.
Co-op/Buyer Brokerage.....	Tel.No.

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)

DATE 30/03/17

(Buyer)

DATE 03-30-2017

(Seller)

DATE

(Buyer)

DATE

Address for Service..... Tel.No.

Address for Service..... Tel.No.

Seller's Lawyer.....

Buyer's Lawyer.....

Address.....

Address.....

Tel.No.

FAX No.

Tel.No.

FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



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Form 500 Revised 2011 Page 4 of 7
WEBForms™ Dec/2010

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Schedule A Agreement of Purchase and Sale - Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, GAS BAR 13 18 STRATHEARN AVE. UNIT 100 BRAMPTON L6T 3X9, and

SELLER, AL CHERAGH INT. CORP. 8104 8TH LINE ESSA ON. L0M 1T0.

for the purchase and sale of 1525 HIGHWAY 11 NORTH ORO MEDONTE ORO MEDONTE

dated the 30 day of March, 2017

Buyer agrees to pay the balance as follows:

FURTHER SUM

The Buyer agrees to pay a further sum of ONE HUNDARD THOUSAND [\$100000.00], by certified cheque, payable to SELLERLAWYER TRUST ACCOUNT upon the fulfillment/waiving of all conditions of this transaction.

PAY THE BALANCE

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by certified cheque, to the Seller on the completion of this transaction.

PRODUCTION OF DOCUMENTS IN THE SELLER' S POSSESSION

The Seller agrees to provide within five (10) days of acceptance of this offer:

- (a) Current year rent roll;
- (b) Current year tax bill and CVA;
- (c) List of deposits with accrued interest;
- (d) Copy of existing survey/site plan;
- (e) List of Chattels and Fixtures included showing dates of purchase and age;
- (f) List of Chattels and Fixtures excluded;
- (g) List of all Rental Equipment;
- (h) Copy of all assumable Contracts;
- (i) Copy of Environmental Assessment reports;
- (j) Current zoning and any zoning amendments if in the Seller' s possession;
- (k) List of Capital Improvements in last two (2) years;
- (l) All drawings, Building Plans, Electrical, Mechanical, and Plumbing in the Seller's possession.

DUE DILIGENCE

This Offer is conditional for a period of SIXTY (60) days from receipt of Production of Documents, at the Buyer's expense, for its Due Diligence for the project contemplated which will include but not be limited to Financial Feasibility, Inspections of the Building, Systems & Rental Units, Zoning and Insurance in the Buyer' s absolute sole and unfettered discretion.

This condition is for the sole benefit of the Buyer and may be fulfilled/waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein, failing which this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without deduction.

This form must be Initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

FM

INITIALS OF SELLER(S):

[Signature]



304



Schedule A Agreement of Purchase and Sale - Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, GAS BAR 13 18 STRATHEARN AVE. UNIT 10C BRAMPTON L6T 3X9, and

SELLER, AL CHERAGH INT. CORP. 8104 8TH LINE ESSA ON. L0M 1T0.

for the purchase and sale of 1525 HIGHWAY 11 NORTH ORO MEDONTE ORO MEDONTE

dated the 30 day of March, 2017.

ASSUMPTION OF TENANTS

Buyer agrees to assume the existing tenancies, as per the rent roll provide in Para 300 or any new Tenant updates, which the Seller warrants are the only tenancies affecting the property and are in good standing.

SELLER' S GENERAL REPS AND WARRANTIES

- (a) The Seller Represents and Warrants that there are no disputes between the Seller, as Landlord, and any Tenant as to the state of repair of the Leased premises, the payment of rents, or, other material items concerning the Tenant' s Lease & Rental Agreements.
- (b) The Seller Represents and Warrants that all fixtures and chattels will be in satisfactory working order at the time of closing.
- (c) The Buyer acknowledges that there is no express or implied warranty by the Seller on the chattels included in this Agreement of Purchase and Sale.
- (d) The Seller represents and warrants to the best of the Seller's knowledge and belief that during the period of his ownership of the property that: all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters; no outstanding Ministry of Environment and Energy Orders, investigations, charges or prosecutions regarding Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force.
- (e) The Seller acknowledges to the best of their knowledge the following:
 - [i] that there are no notices of proposed amendments to existing zoning bylaws or site plan submissions for the Real Property.
 - [ii] that there is no assessment notices for current and proposed realty taxes, local improvement or other special levies.
- (f) The Parties agree that these representations and warranties shall form an integral part of this Agreement and survive the completion of this transaction for a period of one (1) year, but apply only to circumstances existing at completion of this transaction.

DELIVERABLES FOR COMPLETION

- (a) Assignments of all warranties, guarantees and indemnifications relating to the Real Property and the buildings and the mechanical and other systems and appurtenances therein available and capable of assignment. All documents and keys required by Seller' s Lawyer to satisfy Completion of this Agreement of Purchase and Sale acting reasonably.
- (b) Assignment of the Leases from the Seller to the Buyer
- (c) Registerable transfer/Deed
- (d) Statutory declarations as required
- (e) Statement of Adjustments.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

FM

INITIALS OF SELLER(S):

[Signature]



305



Schedule A Agreement of Purchase and Sale - Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, GAS BAR 13, 18 STRATHEARN AVE. UNIT 10C BRAMPTON L6T 3X9, and

SELLER, AL CHERAGH INT. CORP. 8104 8TH LINE ESSA ON. L0M 1T0.

for the purchase and sale of **1525 HIGHWAY 11 NORTH ORO MEDONTE** **ORO MEDONTE**

dated the **30** day of **March**, 20**17**

RENTS

[a] The Buyer will hold in strict confidence any knowledge about the rent of the Tenants, Financial Documents, Leases, and such other records of the property which the Buyer obtains from this Agreement or any other source, subject only to the use of such information in order to obtain professional advice and in the application or appeal process concerning rent review.

[b] Upon completion, the Seller shall provide the Buyer with a notice to all tenants advising them of the new owner and requiring all future rents to be paid as the Buyer directs. The Seller will pay to the Buyer any rent paid to the Seller in error or in violation of the direction for a period of Six [6] months following completion, after which period the Seller may refuse to accept rent from tenants or return it to them.

[c] The Seller represents and warrants, to the best of the Seller's knowledge and belief, that the current actual rents, deposits and increases are true as per the Rent Role provided as per Para 300-Production of Documents.

[d] The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at completion of this transaction. The Parties also agree that the warranty given is as to actual rents only, and does not extend to the legality of the rents.

[e] The Seller represents and warrants, to the best of the Seller's knowledge and belief that, during the period of the Seller's ownership, the property has been rented in accordance with Landlord and Tenant legislation and that any rent increase has been effected in accordance with relevant rent review legislation. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at completion of this transaction.

INSPECTION

Upon acceptance of this Offer, the Buyer shall be allowed to enter the premises, from time to time, after permission from the Seller, for the purpose of obtaining information about heating and electrical systems, maintenance, and any other related utility service for the building with not than 24 hours notice.

ASSIGNMENT

The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer, the Buyer hereinbefore named shall not stand released from all further liability hereunder.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

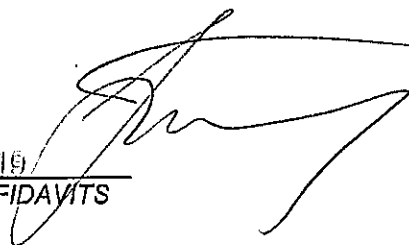
INITIALS OF SELLER(S):



This is **Exhibit "XX"** referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.

Tatiana Palanglewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS





Amendment to Agreement of Purchase and Sale

Form 120
for use in the Province of Ontario

BETWEEN BUYER: Gas Bar 13 18 Strathearn Ave. unit 10c Brampton L6T 3X9

AND SELLER: Al Cheragh Int. Corp. 8104 8th line Essa On. L0M 1T0

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 30 day of May 2017

concerning the property known as 1525 Highway 11 North Oro Medonte

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Insert/Delete:

DELETE CONTINUED

FURTHER SUM

The buyer agree to pay a further sum of ONE HUNDARD THOUSAND [\$100000.00], by certified cheque, to the payable to seller lawyer trust account upon the fulfillment/waiving of all the conditions of this transaction.

PAY THE BALANCE

The buyer agree to pay the balance of the purchase price, subject to adjustment, by certified cheque to the seller on the completion of the transaction.

DUE DILIGENCE

This offer is conditional for a period of sixty (60) days from receipt of production of documents, at the buyer's expense, for its due diligence for the project contemplated which will include but not be limited to financial feasibility, inspection of the building, system & rental units, Zoning and Insurance in the buyer's absolute sole and unfettered discretion.

This condition is for the sole benefit of the buyer and may be fulfilled/waived at the buyer's sole option by notice in writing to the seller within the time period stated herein, failing which this agreement shall become null and void and the deposit shall be returned to the buyer in full without deduction.

COMPLETION DATE

This agreement shall be completed by no later than 6: p.m on the 30th June 2017 upon completion, vacant possession of the property shall be given to the buyer unless otherwise provided for this agreement.

INSERT

FURTHER SUM

The buyer agree to pay a further sum of ONE HUNDARD THOUSAND [\$100000.00] by certified cheque to the payable to seller lawyer trust account upon the fulfillment/waiving of all the conditions of this transaction.

PAY THE BALANCE

The buyer agree to pay the balance of the purchase price, subject to adjustment, by certified cheque to the seller on the completion of the transaction.

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11 a.m/p.m. on the 30 day of MAY 2017 after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

INITIALS OF BUYER(S):

Handwritten initials

INITIALS OF SELLER(S):

Handwritten initials



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Amendment to Agreement of Purchase and Sale

Form 120
for use in the Province of Ontario

BETWEEN BUYER: Gas Bar 13 18 Strathearn Ave. Unit 10c Brampton L6T 3X9

AND SELLER: Al Cheragh Int. Corp. 8104 8th line Essa On. L0M 1T0

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 30 day of May 2017

concerning the property known as 1525 Highway 11 North Oro Medonte

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Insert/Delete:

DUE DILIGENCE

This offer is conditional for a period of Thirty (30) days from receipt of production of documents, at the buyer's expense, for its due diligence for the project contemplated which will include but not be limited to financial feasibility, inspection of the building, system & rental units, zoning and insurance in the buyer's absolute sole and unfettered discretion.

This condition is for the sole benefit of the buyer and may be fulfilled/waived at the buyer's sole option by notice in writing to the seller within the time period stated herein, failing which this agreement shall become null and void and the deposit shall be returned to the buyer in full without deduction.

COMPLETION DATE

This agreement shall be completed by no later than 6: p.m on the 21st. July 2017 upon completion, vacant possession of the property shall be given to the buyer unless otherwise provided for the agreement.

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11 a.m/p.m. on the 30 day of May 2017, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

INITIALS OF BUYER(S):

FW

INITIALS OF SELLER(S):

J.



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Form 120

2008

Page 1 of 2

WEBForms™ Nov/2007

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Seller)



DATE 30/05/17

(Witness)

(Buyer/Seller)



DATE

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Seller)



DATE 30/05/17

(Witness)

(Buyer/Seller)



DATE

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(Witness)

(Spouse)



DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m., this day of, 20.....

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Agent to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Agent to forward a copy to my lawyer.

(Seller)

DATE 30/05/17

(Buyer)

DATE 30/05/17

(Seller)

DATE

(Buyer)

DATE

Address for Service.....

Tel.No.

Address for Service.....

Tel.No.

Seller's Lawyer.....

Buyer's Lawyer.....

Address.....

Address.....

Tel.No.

FAX No.

Tel.No.

FAX No.



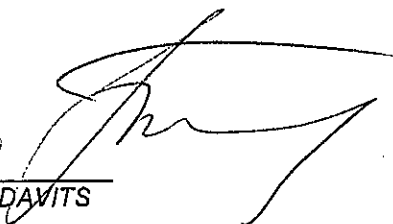
*This is **Exhibit "YY"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



From: [Gary Feldman](#)
To: ["Kelley Law Office"](#)
Subject: Kareem/Al Cheragh
Date: Thursday, July 13, 2017 11:26:49 AM
Attachments: [image4ef50c.GIF](#)

Shinder, thank you for taking my phone call a few minutes ago. I confirm your advice that you spoke with Mr. Kareem yesterday who advised that he would update the Bank and further that you are not in receipt of any documentation with respect to the sale of the Shanty Bay Esso Station. I can advise that Mr. Kareem did speak with my client yesterday and did advise you are not yet retained. Unfortunately that makes no sense since this "transaction" was supposed to close by the end of June and was then extended to July 21st. If there really was a deal at this stage you would have the documentation by now and would be dealing with the purchaser's lawyer. We are thus left with the conclusion that there is no deal and we have an expired forbearance agreement. As discussed, I expect to obtain instructions shortly to proceed with enforcement of BMO's security which will include appointment of a receiver and power of sale proceedings. I know you have previously acted for Mr. Kareem so I leave to you whether you wish to contact him in this regard. If it transpires that there is a transaction and you are acting I will expect to hear from you. Thank you.

Gary Feldman

Partner

Direct Tel: 416.218.1130

Direct Fax: 416.218.1830

Gary@chaitons.com

5000 Yonge Street, 10th Floor, Toronto, Canada, M2N 7E9

www.chaitons.com



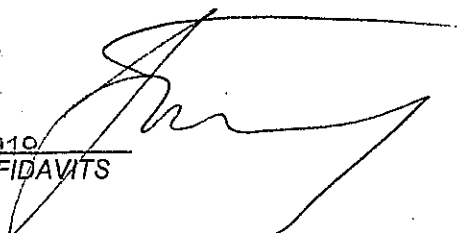
Note: This e-mail may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this e-mail or the information it contains by other than an intended recipient is unauthorized. If you received this e-mail in error, please advise me (by return e-mail or otherwise) immediately.

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*This is **Exhibit "ZZ"** referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

COMMISSIONER FOR TAKING AFFIDAVITS
Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



From: [Gary Feldman](#)
To: [Silvia Durante](#)
Subject: Fwd: Amendment sale and purchase
Date: Thursday, July 13, 2017 2:16:15 PM
Attachments: [Image \(3\).jpg](#)
[Image \(4\).jpg](#)
[Image.jpg](#)

Please print off attachments for me. Also you should have an amendment in docs from a short while ago which extended to July 21 - print that for me as well. Thanks

Gary Feldman

Partner | Chaitons LLP | T: 416.218.1130

Begin forwarded message:

From: "Abdul Alla" <abdulalla@hotmail.com>
To: "TIEN, ALICE" <ALICE.TIEN@bmo.com>, "Gary Feldman" <Gary@chaitons.com>, "michael@flexmore.ca" <michael@flexmore.ca>, "info@kelleylawoffice.ca" <info@kelleylawoffice.ca>
Subject: Re: Amendment sale and purchase

Here is the the amendment.Thanks



From: TIEN, ALICE <ALICE.TIEN@bmo.com>
Sent: July 13, 2017 9:54 AM
To: abdulalla@hotmail.com
Subject: Our counsel

Gary Feldman

Partner
Direct Tel: 416.218.1130
Direct Fax: 416.218.1830
Gary@chaitons.com



Amendment to Agreement of Purchase and Sale

Form 120
for use in the Province of Ontario

BETWEEN BUYER: Gas Bar 13 18 Strathearn Ave. unit 10c Brampton L6T 3X9

AND SELLER: Al Cheragh Int. Corp. 8104 8th Line Essa On. L0M 1T0

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 30th day of June 2017

concerning the property known as 1525 Highway 11 North Oro Medonte

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Insert/Delete:

DELETE CONTINUED

FURTHER SUM

The buyer agree to pay a further sum of ONE HUNDARD THOUSAND \$100000.00 By certified cheque to the payable to seller lawyer trust account upon the fulfillment/waiving of all the conditions of this transaction.

PAY THE BALANCE

The buyer agree to pay the balance of the purchase price subject to adjustment by certified cheque to the seller on the completion of the transaction.

DUE DILIGENCE

This offer is conditional for a period of thirty days (30) days from receipt of documents at the buyers exence for its due diligence for the project contemplated which will include but not be limited to financial feasibility inspection of the building system & rental units zoning and insurance in the buyer's absolute sole and unfettered discretion. This condition is for the sole benefit of the buyer and may be fulfilled /waived at the buyer's sole option by notice in writing to the seller within the time peropdstated herein, failing which this agreement shall become null and viod and the deposit shall be returned to the buyer in full without deduction.

COMPLETION DATE

This agreement shall be completed by no later than 6 pm on the 21st July 2017 upon completion, vacant possession of the property shall be given to the buyer unless otherwise provided for the agreement.

INSERT

FURTHER SUM

The buyer agree to pay a further sum of ONE HUNDARD THOUSAND \$100000.00 by certified cheque to the payable to seller lawyer trust account upon the fulfillment /waiving of all the conditionsof this transaction.

PAY THE BALANCE

The buyer agree to pay the balance of the purchase price subject to adjustment by certified cheque to the seller on the completion of the transaction.

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by BUYER until 10 a.m/p.m. on the 30 day of JUNE 2017 after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

INITIALS OF BUYER(S):

PM

INITIALS OF SELLER(S):

J.





Amendment to Agreement of Purchase and Sale

Form 120
for use in the Province of Ontario

BETWEEN BUYER: Gas Bar 13 18 Strathearn Ave. unit 10c Brampton L6T 3X9

AND SELLER: Al Cheragh Int. Corp. 8104 8th Line Essa On. L0M 1T0

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 30th day of June 2017

concerning the property known as 1525 Highway 11 North Oro Medonte

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Insert/Delete:

DUE DILIGENCE

This offer is conditional for a period of Fifty (50) days from receipt of production of documents, at the buyers expence for it's due diligence for the the project contemplated which will include but not be limited to financial feasibility inspection of the building system & rental units zoning and insurance in the buyer's absolute sole and unfettered discretion.

This condition is for the sole benefit of the buyer and may be fulfilled/waived at the buyer's sole option by notice in writing to the seller within the time peropdstated herein failing which this agreement shall become null and void and the deposit shall be returned to the buyer in full without deduction.

COMPLETION DATE

This agreeemnt shall be completed by no later than 6 p.m on the 31st. August 2017 upon completion ,vacant possession of the property shall be given to the buyer unless otherwise provided for the agreement.

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by BUYER until 10 a.m/p.m. on the 30 day of JUNE 2017 offer which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

INITIALS OF BUYER(S):

EM

INITIALS OF SELLER(S):

X



For the purposes of this Amendment to Agreement, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

(Buyer/Seller)

(Buyer/Seller)

(Seal)

(Seal)

DATE 30/06/2017

DATE

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

(Buyer/Seller)

(Buyer/Seller)

(Seal)

(Seal)

DATE 30/06/17

DATE

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(Witness)

(Spouse)

(Seal)

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes

both typed and written was finally accepted by all parties at..... a.m./p.m. this..... day of....., 20.....

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Agent to forward a copy to my lawyer.

(Seller)

(Seller)

Address for Service.....

Tel.No.....

Seller's Lawyer.....

Address.....

Tel.No.....

FAX No.....

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Agent to forward a copy to my lawyer.

(Buyer)

(Buyer)

Address for Service.....

Tel.No.....

Buyer's Lawyer.....

Address.....

Tel.No.....

FAX No.....



This is **Exhibit "AAA"** referred to in the
affidavit of Alice Tien

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

From: SHAHID MALIK [mailto:smaliklaw@gmail.com]
Sent: Wednesday, August 30, 2017 12:40 PM
To: Gary Feldman
Subject: Amendment in APS for 1525 Highway 11 North Oro Medonte

Hi Gary,

Attached herewith is the amendment for the subject property, that our client has provided. Please do let us know if you need any further information in the matter.

Best Regards,

Shahid Malik

**120 MATHESON BLVD E SUITE 101
MISSISSAUGA ONT L4Z 1X1
PH 905-501-1030
FAX 905-501-1191**

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Amendment to Agreement of Purchase and Sale

Form 120
for use in the Province of Ontario

BETWEEN BUYER: Gas Bar 13 18 Strathearn Ave. unit 10c Brampton L6T 3X9

AND SELLER: Al Cheragh Int. Corp. 8104 8th Line Essa On. L0M 1T0

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 30th day of June 2017

concerning the property known as 1525 Highway 11 North Oro Medonte

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Insert/Delete:

DUE DILIGENCE

This offer is conditional for a period of Fifty (50) days from receipt of production of documents, at the buyers expense for it's due diligence for the the project contemplated which will include but not be limited to financial feasibility inspection of the building system & rental units zoning and insurance in the buyer's absolute sole and unfettered discretion.

This condition is for the sole benefit of the buyer and may be fulfilled/waived at the buyer's sole option by notice in writing to the seller within the time peropdstated herein failing which this agreement shall become null and void and the deposit shall be returned to the buyer in full without deduction.

COMPLETION DATE

This agreemnt shall be completed by no later than 6 p.m on the 31st. August 2017 upon completion ,vacant possession of the property shall be given to the buyer unless otherwise provided for the agreement.

*The agreement now shall be completed
by oct 30, 2017*

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by BUYER until 10 a.m/p.m. on the 30 day of JUNE 2017 after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

INITIALS OF BUYER(S):

EM

INITIALS OF SELLER(S):

[Signature]





Amendment to Agreement of Purchase and Sale

Form 120
for use in the Province of Ontario

BETWEEN BUYER: Gas Bar 13 18 Strathearn Ave. unit 10c Brampton L6T 3X9

AND SELLER: Al Cheragh Int. Corp. 8104 8th Line Essa On. L0M 1T0

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concerning the property known as 1525 Highway 11 North Oro Medonte

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Insert/Delete:

DELETE CONTINUED

FURTHER SUM

The buyer agree to pay a further sum of ONE HUNDARD THOUSAND \$100000.00. By certified cheque to the payable to seller lawyer trust account upon the fulfillment/waiving of all the conditions of this transaction.

PAY THE BALANCE

The buyer agree to pay the balance of the purchase price subject to adjustment by certified cheque to the seller on the completion of the transaction.

DUE DILIGENCE

This offer is conditional for a period of thirty days (30) days from receipt of documents at the buyers expense for its due diligence for the project contemplated which will include but not be limited to financial feasibility inspection of the building system & rental units zoning and insurance in the buyer's absolute sole and unfettered discretion.

This condition is for the sole benefit of the buyer and may be fulfilled /waived at the buyer's sole option by notice in writing to the seller within the time peropdstated herein, failing which this agreement shall become null and viod and the deposit shall be returned to the buyer in full without deduction.

COMPLETION DATE

This agreement shall be completed by no later than 6 pm on the 21st July 2017 upon completion, vacant possession of the property shall be given to the buyer unless otherwise provided for the agreement.

INSERT

FURTHER SUM

The buyer agree to pay a further sum of ONE HUNDARD THOUSAND \$100000.00 by certified cheque to the payable to seller lawyer trust account upon the fulfillment /waiving of all the conditionsof this transaction.

PAY THE BALANCE

The buyer agree to pay the balance of the purchase price subject to adjustment by certified cheque to the seller on the completion of the transaction.

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by BUYER until 10 a.m./p.m. on the 30 day of JUNE 2017 after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

INITIALS OF BUYER(S):

PM

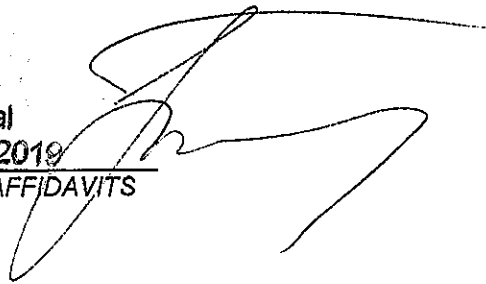
INITIALS OF SELLER(S):

J.

*This is Exhibit "BBB" referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



NOTICE OF SALE UNDER CHARGE/MORTGAGE OF LAND

TO: THE PARTIES NAMED IN SCHEDULE "A" ATTACHED HERETO

TAKE NOTICE that default has been made in payment of monies due under a certain charge/mortgage of land dated May 5, 2011 made between:

AL-CHERAGH INTERNATIONAL CORPORATION

as Chargor

- and -

BANK OF MONTREAL

as Chargee

- and -

ADBUL KAREEM, NAMOOS KAREEM, 6413340 CANADA INC., and 7149816 CANADA INC.

as Guarantors

on the security of:

PT LT A CON 2 EPR ORO PTS 1 & 2, 51R6107; ORO-MEDONTE
Township of Oro-Medonte, County of Simcoe
PIN 58552 - 0076 (LT)

Municipally known as 1525 Highway 11 North, Shanty Bay, Ontario

which charge/mortgage of land was registered on May 5, 2011 in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as Instrument No. SC899724.

AND WE hereby give you notice that the amount due on the charge/mortgage for principal, interest, and costs respectively, are made up as follows:

For principal	\$1,398,409.40
For interest to September 14, 2017	\$190,328.13
Costs prior to issuance of Notice of Sale	\$48,000.00
For costs	\$1,950.00
TOTAL DUE AS AT SEPTEMBER 14, 2017	<u>\$1,638,687.53</u>

(such amount for costs being up to and including the service of this notice only and thereafter such further costs and disbursements will be charged as may be proper) together with interest at the rate of 8.20% per annum being a rate equal to the Chargee's prime rate in effect from time to time plus 5%, on the *principal, interest and costs* hereinbefore mentioned, from September 15, 2017 to the date of payment. Provided that the interest rate will vary whenever the prime rate is varied by the Chargee so that at all times the interest rate shall be 5% above the prime rate then in effect.

AND UNLESS the said sums are paid on or before **October 21, 2017** the undersigned shall sell the property covered by the said charge/mortgage of land under the provisions contained in it.

This Notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED at Toronto, Ontario, this 14th day of September, 2017.

BANK OF MONTREAL
by its solicitors
Chaitons LLP

Per: _____



Gary Feldman
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9
Tel: (416) 222-8888
Fax: (416) 222-8402

707

324

SCHEDULE "A"

PARTIES TO WHOM THIS NOTICE IS SERVED:

PRIVATE AND CONFIDENTIAL
AL-CHERAGH INTERNATIONAL CORPORATION
8104 8th Line
Essa, Ontario L0L 2L0
Attention: Abdul Alla Kareem

PRIVATE AND CONFIDENTIAL
AL-CHERAGH INTERNATIONAL CORPORATION
1525 Highway 11 North
Shanty Bay, Ontario L0L 2L0
Attention: Abdul Alla Kareem

PRIVATE AND CONFIDENTIAL
6413340 CANADA INC.
1525 Highway 11 North
Shanty Bay, Ontario L0L 2L0
Attention: Abdul Alla Kareem

PRIVATE AND CONFIDENTIAL
6413340 CANADA INC.
8104 8th Line
Essa, Ontario L0M 1T0
Attention: Abdul Alla Kareem

PRIVATE AND CONFIDENTIAL
7149816 CANADA INC.
1525 Highway 11 North
Shanty Bay, Ontario L0L 2L0
Attention: Abdul Alla Kareem

PRIVATE AND CONFIDENTIAL
7149816 CANADA INC.
8104 8th Line
Essa, Ontario L0M 1T0
Attention: Abdul Alla Kareem

PRIVATE AND CONFIDENTIAL
ABDUL KAREEM also known as ABDUL ALLA KAREEM
8104 8th Line
Essa, Ontario L0M 1T0

PRIVATE AND CONFIDENTIAL
ABDUL KAREEM also known as ABDUL ALLA KAREEM
1525 Highway 11 North
Shanty Bay, Ontario L0L 2L0

PRIVATE AND CONFIDENTIAL
NAMOOS KAREEM
8104 8th Line
Essa, Ontario L0M 1T0

PRIVATE AND CONFIDENTIAL
NAMOOS KAREEM
1525 Highway 11 North
Shanty Bay, Ontario L0L 2L0

SNAP COMMERCIAL FINANCE CORP.
534 Cambie Street
Vancouver, British Columbia V6B 2N7

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE
MINISTER OF NATIONAL REVENUE
Canada Revenue Agency
81 Mulcaster Street
Barrie, Ontario L4M 6T7

Canada Postes
Post Canada

Registration Receipt (Bulk)

Récépissé de recommandation (en nombre)

This receipt is necessary if enquiry is desired.

A presaire en cas de réclamation

Mailed By (Name and address of firm)	Dépose par (Nom et adresse de la maison expeditrice)	Stamp of Firm	Timbre de la maison expeditrice	Date Stamp	Timbre à date of Post Office du bureau de poste
Chaitons LLP (Silvia) 5000 Yonge Street, 10th Floor Toronto, Ontario M2N 7E9 #57590 (NOS)					
Fragile and perishable articles are not indemnified against damage. Indemnity and REGISTRATION FEES information is available on request at the Post Office.		Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités versées et les DROITS DE RECOMMANDATION en vous adressant à votre bureau de poste.			

Number Numero	
	PRIVATE & CONFIDENTIAL AL-CHERAGH INTERNATIONAL CORPORATION 8104 8 th Line Essa, Ontario L0L 2L0 Attention: Abdul Alla Kareem R RN 274 285 274 CA
	PRIVATE & CONFIDENTIAL AL-CHERAGH INTERNATIONAL CORPORATION 1525 Highway 11 North Shanty Bay, Ontario L0L 2L0 Attention: Abdul Alla Kareem R RN 274 285 230 CA
	PRIVATE AND CONFIDENTIAL 6413340 CANADA INC. 1525 Highway 11 North Shanty Bay, Ontario L0L 2L0 Attention: Abdul Alla Kareem R RN 274 285 190 CA
	PRIVATE AND CONFIDENTIAL 6413340 CANADA INC. 8104 8 th Line Essa, Ontario L0M 1T0 Attention: Abdul Alla Kareem R RN 274 285 155 CA
	PRIVATE AND CONFIDENTIAL 7149816 CANADA INC. 1525 Highway 11 North Shanty Bay, Ontario L0L 2L0 Attention: Abdul Alla Kareem R RN 274 285 115 CA
	PRIVATE AND CONFIDENTIAL 7149816 CANADA INC. 8104 8 th Line Essa, Ontario L0M 1T0 Attention: Abdul Alla Kareem R RN 274 285 075 CA
	PRIVATE AND CONFIDENTIAL ABDUL KAREEM also known as ABDUL ALLA KAREEM 8104 8 th Line Essa, Ontario L0M 1T0 R RN 274 285 036 CA



R RN 274 284 999 CA

PRIVATE AND CONFIDENTIAL
ABDUL KAREEM also known as ABDUL ALLA KAREEM
1525 Highway 11 North
Shanty Bay, Ontario L0L 2L0

R RN 274 284 954 CA

PRIVATE AND CONFIDENTIAL
NAMOOS KAREEM
8104 8th Line
Essa, Ontario L0M 1T0

R RN 274 284 910 CA

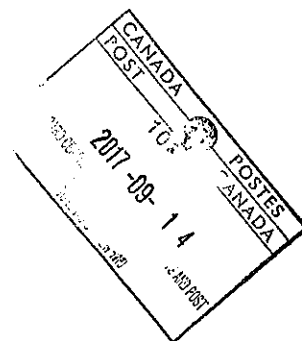
PRIVATE AND CONFIDENTIAL
NAMOOS KAREEM
1525 Highway 11 North
Shanty Bay, Ontario L0L 2L0

R RN 274 284 870 CA

SNAP COMMERCIAL FINANCE CORP.
534 Cambie Street
Vancouver, British Columbia V6B 2N7

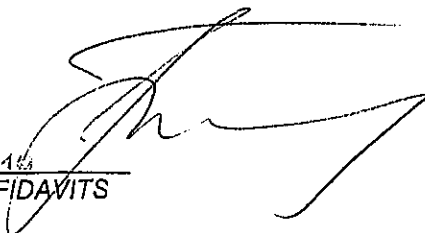
R RN 274 284 835 CA

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE
MINISTER OF NATIONAL REVENUE
Canada Revenue Agency
81 Mulcaster Street
Barrie, Ontario L4M 6T7



*This is **Exhibit "CCC"** referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 12, 2018
A COMMISSIONER FOR TAKING AFFIDAVITS



329

Att: Gary Feldman
Alice Tien Bro

To,

BANK OF MONTREAL by its solicitors

5000 Yonge st. 10th Floor

Toronto, Ont. M2N 7E9

Sub; Notice of sale under charge/Mortgage of land

Received your letter dated 14th Sep. 2017 regarding above subject. We are working very hard to pay of your balance I also contact to the buyer regarding close the property as per their commitment date 31st Oct. 2017 they are working hard and I am hopeful as per their promise they close the deal on time. Second I also applied for my mortgage my mortgage agent working very hard to get the commitment letter as soon as possible he also contact a same investment company who approved our mortgage request last November 2016 and give us a commitment letter so we are using all the possibilities.

I requested you to please stop this action to sell the property covered by said charge/mortgage of land under the provisions and give me the final date till Nov. 30 2017. If within this period we are not arrange a mortgage to paid the bank than you are allowed to use your right. Thanks



Abdul Kareem

Al Cheragh Int. Corp.

1525 Hwy 11 North Shanty Bay.

On. L0L 2L0

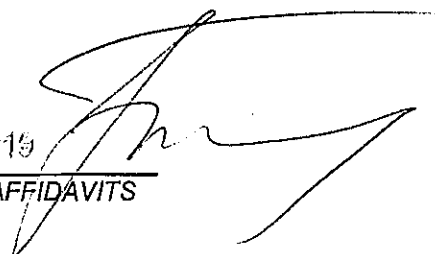
*This is **Exhibit "DDD"** referred to in the
affidavit of Alice Tien*

sworn before me, this 4th

day of January, 2018.

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS





Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 27 day of November, 2017

BUYER, 002557515 ONTARIO LTD. INC. IN TRUST, agrees to purchase from
(Full legal names of all Buyers)

SELLER, AL-CHERAGH INTERNATIONAL CORPORATION, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 1525 HWY 11 NORTH ORO MEDONTE

fronting on the EAST side of HWY 11 NORTH

in the Municipality of ORO MEDONTE

and having a frontage of 215 more or less by a depth of more or less

and legally described as CONCESSION 2 PART LOT A RP 51 R 6107

(the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

Dollars (CDN\$) 1,800,000.00

One Million Eight Hundred Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Twenty Thousand Dollars (CDN\$) 20,000.00

by negotiable cheque payable to SELLER(S) LAWYER'S TRUST ACCOUNT "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by (Seller/Buyer) until 11 p.m. on the 27 day of November, 2017, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 21 day of December, 2018. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.: 905-593-2619
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address: g1@jeevanpurni.com
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):




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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 21 day of December, 2018 (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagees, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):




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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that occurred prior to the completion of this transaction.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

DATE Nov. 27/17

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

DATE 27/11/17

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

DATE

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 6:15 am on 27th day of NOVEMBER, 2017.

Signature of Seller or Buyer

INFORMATION ON BROKERAGE(S)

Listing Brokerage Tel.No.

(Salesperson / Broker Name)

Co-op/Buyer Brokerage Tel.No.

(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)

DATE 27/11/17

(Seller)

DATE

Address for Service

Tel.No.

Seller's Lawyer

Address

Email

Tel.No.

FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer)

DATE Nov. 27/17

(Buyer)

DATE

Address for Service

Tel.No.

Buyer's Lawyer

Address

Email

Tel.No.

FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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**Form 500**

for use in the Province of Ontario

Schedule A**Agreement of Purchase and Sale – Commercial**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, 002557515 ONTARIO LTD. INC. IN TRUST....., and

SELLER, AL-CHERAGH INTERNATIONAL CORPORATION.....

for the purchase and sale of 1525 HWY 11 NORTH ORO MEDONTE..... ORO MEDONTE.....

L0L2L0..... dated the 27..... day of November....., 2017.....

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new First Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than Ninety(90) business days upon acceptance that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than Ninety(90) business days upon acceptance that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The buyer shall have the right to view the property prior to completion for the purpose of inspection for (1) to a maximum of (2) time(s), at a mutually agreed upon time(s). The seller agrees to provide access to the property for the purpose of viewing the property.

The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer, the Buyer herein before named shall stand released from all further liability hereunder.

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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**Form 500**

for use in the Province of Ontario

Schedule A**Agreement of Purchase and Sale - Commercial**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, 002557515 ONTARIO LTD. INC. IN TRUST, and

SELLER, AL-CHERAGH INTERNATIONAL CORPORATION

for the purchase and sale of 1525 HWY 11 NORTH ORO MEDONTE ORO MEDONTE

L0L2L0 dated the 27 day of November, 2017

Notwithstanding the completion date set out in this Agreement, the Buyer and Seller may, by mutual agreement in writing, advance or extend the date of completion of this transaction.

Both Buyer and Seller agrees that this property will be subjected to the buyers lawyer's approval.

This agreement upon acceptance by both parties shall be conditional for a period Ninety (90) business days (Monday-Friday), the buyer(s) for due diligence to satisfy himself in its sole exclusive and arbitrary discretion as of the checking condition and existing use of land, unless the buyer gives notice in writing delivered to the seller personally or accordance with any any other provisions for the delivery of the notice in this agreement of purchase and sale or any schedule thereto not later than 90 days after acceptance of this offer that this condition is fulfilled, this offer shall be null and void and the deposit shall returned to the buyer in full without deduction. this condition is included for the benefit of the buyer and may be waived at his sole option within the time stated herein. after the buyer exercising due diligence, the buyer(s) agrees to release and hold the seller, listing broker and co-operating broker harmless from any and all liabilities arising from the buyer buying this land.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



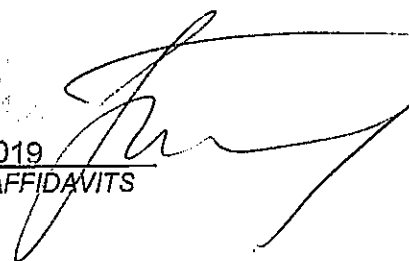
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*This is **Exhibit "EEE"** referred to in the
affidavit of Alice Tien
sworn before me, this 4th
day of January, 2018.*

Tatiana Palangiewicz
a Commissioner, etc.,
Province of Ontario
for the Bank of Montreal
Expires December 13, 2019

A COMMISSIONER FOR TAKING AFFIDAVITS



Request ID: 021053789
 Transaction ID: 66533039
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/12/12
 Time Report Produced: 13:24:01
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2557515	HOMELIFE G1 REALTY INC.	2017/01/23
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
2260 BOVAIRD DRIVE EAST	NOT APPLICABLE	NOT APPLICABLE
Suite # 202-204 BRAMPTON ONTARIO CANADA L6R 1Z1	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
2260 BOVAIRD DRIVE EAST		NOT APPLICABLE
Suite # 202-204 BRAMPTON ONTARIO CANADA L6R 1Z1	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	NOT APPLICABLE	NOT APPLICABLE
Activity Classification	Number of Directors	
NOT AVAILABLE	Minimum	Maximum
	00001	00010

Request ID: 021053789
Transaction ID: 66533039
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/12/12
Time Report Produced: 13:24:01
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2557515

Corporation Name

HOMELIFE G1 REALTY INC.

Corporate Name History

HOMELIFE G1 REALTY INC.

Effective Date

2017/01/23

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

**Administrator:
Name (Individual / Corporation)**

SAHIL

PUNNI

Address

6808 GOLDEN HILLS WAY

MISSISSAUGA
ONTARIO
CANADA L5W 1P2**Date Began**

2017/01/23

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 021053789
Transaction ID: 66533039
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/12/12
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CORPORATION PROFILE REPORT

Ontario Corp Number

2557515

Corporation Name

HOMELIFE G1 REALTY INC.

**Administrator:
Name (Individual / Corporation)**

SAHIL

PUNNI

Address

6808 GOLDEN HILLS WAY

MISSISSAUGA
ONTARIO
CANADA L5W 1P2**Date Began**

2017/01/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**

SAHIL

PUNNI

Address

6808 GOLDEN HILLS WAY

MISSISSAUGA
ONTARIO
CANADA L5W 1P2**Date Began**

2017/01/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 021053789
Transaction ID: 66533039
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Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/12/12
Time Report Produced: 13:24:01
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

2557515

Corporation Name

HOMELIFE G1 REALTY INC.

Administrator:
Name (Individual / Corporation)

SAHIL

PUNNI

Address

6808 GOLDEN HILLS WAY

MISSISSAUGA
ONTARIO
CANADA L5W 1P2

Date Began

2017/01/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 021053789
Transaction ID: 66533039
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/12/12
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2557515

HOMELIFE G1 REALTY INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2017/03/02

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

BANK OF MONTREAL

Applicant

and

AL-CHERAGH INTERNATIONAL CORPORATION *ET AL*

Respondents

Court File No. CV-18-590085-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at TORONTO

APPLICATION RECORD

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Christopher J. Staples (LSUC #31302R)
Tel: 416-218-1147
Fax: 416-218-1847

Lawyers for the Applicant